MEMBERSHIP AGREEMENT

PARTIES

This writing outlines the intended legal relationship between MOMA WELLNESS LLC (the "COMPANY") and you (the "MEMBER" "you" "You"). The writing (the "AGREEMENT") is intended to govern and control your purchase of The BALANCE Society monthly membership (the "MEMBERSHIP") and The BALANCE Society ELITE Upgrade (the UPGRADE) from the COMPANY.

The COMPANY and the MEMBER are the intended parties (the "PARTIES") to this AGREEMENT.

ACCEPTING THESE TERMS

As the MEMBER, you are entering into a legally binding agreement with the COMPANY, a Texas Limited Liability Company according to the following terms and conditions, when you do any of the following:

- Complete the purchase by entering payment information that is accepted and the charge is completed.

With this acceptance, the PARTIES agree that any individual, associate, and or assign are bound by the terms of this AGREEMENT. This AGREEMENT is executed and valid, when MEMBER purchases the MEMBERSHIP or accepts these terms (electronically, verbally, written, and or otherwise).

COMPANY'S SERVICES

The terms of this AGREEMENT are binding on any and all goods and or services supplied by COMPANY to MEMBER.

PARTIES agree that the MEMBERSHIP and the UPGRADE are in the nature of health and wellness related educational and informational content and resources. The MEMBERSHIP and the UPGRADE offers health, wellness, and nutritional information and is designed for educational and informational purposes ONLY.

MEMBER should not rely on MEMBERSHIP or UPGRADE content, information and/or resources as a substitute or replacement for professional medical advice, diagnosis, or treatment. If MEMBER has any concerns or questions about MEMBER's own personal health, MEMBER should always consult with the MEMBER's own physician or other appropriately qualified health-care professional. MEMBER should never disregard, avoid or delay in obtaining medical or health-related advice from MEMBER's own physician or health-care professional because of any information or content obtained through the MEMBERSHIP and/or the UPGRADE. MEMBER should consult with MEMBER's own physician or health care professional before starting, stopping, or changing any fitness, dietary or supplement regimen.

The scope of services provided by COMPANY according to this AGREEMENT are limited to those listed on COMPANY's website, or as part of the MEMBERSHIP and/or the UPGRADE. COMPANY reserves the right to substitute services equal to or comparable to the MEMBERSHIP and/or the UPGRADE for the MEMBER if the need arises, without prior notice.

The ELITE UPGRADE provides 8 weeks of LIVE content and Q&A access. The Pre-recorded content and live recordings will remain available to MEMBERS who purchase the UPGRADE after the conclusion of the live 8 week program, after which live access will end and may be extended by purchase of ongoing MEMBERSHIP access.

All of the content provided as part of the MEMBERSHIP and the UPGRADE is for general informational and educational purposes only. No physician patient relationship is formed between MEMBER and the COMPANY, Dr. Angela Mosley, any member of the COMPANY, COMPANY staff, content presenters, guest presenters or anyone affiliated with the COMPANY in any way as a result of the purchase of the MEMBERSHIP or the UPGRADE.

No information or content obtained through the MEMBERSHIP or the UPGRADE, available on the COMPANY website or available through any COMPANY products and programs, including live or pre-recorded Q&A sessions, is intended to be, and must not be taken to be, the practice of medicine, counseling or other professional care (this includes, without limitation, psychiatry, psychology, psychotherapy, or providing medical or health care treatment, instructions, diagnosis, prognosis or advice).

MEMBER may not, under any circumstances, hold the COMPANY, its agents or employees liable, or otherwise responsible for MEMBER's voluntary use of any information obtained through, in relation to or in association with the MEMBERSHIP or the UPGRADE. The use of any information provided within the MEMBERSHIP and/or the UPGRADE is solely at MEMBER's own risk.

While all attempts have been made to verify the information provided, the COMPANY assumes no responsibility for errors, omission or contrary interpretation on any subject matter presented within the MEMBERSHIP or the UPGRADE. The MEMBER assumes responsibility for the use of all materials and information presented within the MEMBERSHIP and the UPGRADE.

NO GUARANTEES

No guarantees of outcome are made whatsoever. The COMPANY reserves the right to make changes and assumes no responsibility or liability whatsoever on MEMBER use of any materials or information presented within the MEMBERSHIP or the UPGRADE.

All case studies, stories, examples, illustrations, and/or testimonials do not imply, nor guarantee that MEMBER will achieve similar results. Results can and do vary significantly.

MEMBER understands and agrees that no assurance or guarantee of success, results or improvement in health of any kind is promised or guaranteed. MEMBER also understands that some natural wellness recommendations, including but not limited to diet, nutrition, supplements, fitness and otherwise, have the potential to make certain health conditions or symptoms worse and not better.

THIRD PARTY PRODUCTS

The MEMBERSHIP and/or the UPGRADE occasionally provides suggestions of products or services, including dietary and nutritional supplements, for MEMBER consideration. Supplements and other third party products and services are not included in the monthly MEMBERSHIP subscription fee of the one-time UPGRADE fee. MEMBER purchase of any third-party products including supplements is optional and requires separate purchase(s).

COMPANY may make a commission from MEMBER purchase of suggested supplements or other third party products or services. MEMBER is not required to make any supplement or third party purchases to participate in the MEMBERSHIP or the UPGRADE program.

COMPANY has made an effort to research and present high quality products and services, however due to the third party nature, the COMPANY cannot and does not guarantee the quality or delivery of any third party product or service, or the fitness of use for any MEMBER. MEMBER's purchase and use of any suggested supplements or third party products, supplements or services is done purely voluntarily by the MEMBER and at the MEMBER's own risk.

MEMBER may not, under any circumstances, hold COMPANY, its agents or employees liable, or otherwise responsible for MEMBER use of any third party products or supplements.

CONFIDENTIALITY

The COMPANY'S terms and privacy policy govern how COMPANY collects, uses, stores, and who has access to any personally identifiable information supplied by the MEMBER due to its enrollment in the MEMBERSHIP and the UPGRADE.

NO TRANSFER OF INTELLECTUAL PROPERTY

COMPANY's copyrighted and original materials are provided to the MEMBER for his or her **INDIVIDUAL USE ONLY** and under a limited single-user license.

MEMBER is not authorized to use any of COMPANY's intellectual property, trademarks and or copyrights, for any purpose. MEMBER is not authorized to share, copy, distribute, or otherwise disseminate any materials received from COMPANY electronically, or otherwise without the prior written consent of the COMPANY.

MEMBER is allowed to make copies and use all resources provided within the scope of THE MEMBER'S PERSONAL USE ONLY. MEMBER is not allowed to resell or use the MEMBERSHIP, the UPGRADE or materials contained within the MEMBERSHIP or the UPGRADE for anyone in any capacity outside of the MEMBER'S OWN PERSONAL USE.

ALL INTELLECTUAL PROPERTY, INCLUDING COMPANY'S COPYRIGHTED COURSE MATERIALS SHALL REMAIN THE SOLE PROPERTY OF THE COMPANY. NO LICENSE TO SELL OR DISTRIBUTE COMPANY'S MATERIALS IS GRANTED OR IMPLIED.

MEMBERSHIP RULES

To the extent that MEMBER interacts with COMPANY staff and or other program members, MEMBER agrees to behave courteously, and respectfully with program staff and other members at all times. MEMBER agrees that violating any part of this AGREEMENT or failing to follow membership participation rules is cause for immediate termination of the MEMBER from the

MEMBERSHIP and/or the UPGRADE. In the event of such a termination, MEMBER is not entitled to recoup any amounts paid and remains responsible for all outstanding amounts of the membership and/or upgrade fees.

DISPARAGEMENT

In the event that a dispute arises between the PARTIES or a grievance by MEMBER, the PARTIES agree and accept that the *only* venue for resolving such a dispute is the venue identified below. PARTIES further agree that they will not engage in any conduct or communications public or private, designed to disparage the other. Such an act constitutes a breach of this AGREEMENT.

USE OF MEMBERSHIP MATERIALS

- By accepting this AGREEMENT, MEMBER consents to recordings being made of the MEMBERSHIP and the UPGRADE activities, including but not limited to live and/or virtual events, calls, group meetings, social and other posts and chats.
- COMPANY reserves the right to use, at its sole discretion, the following: MEMBERSHIP and UPGRADE materials, videos, audio recordings, written posts or submissions and any materials submitted by MEMBER; for future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the MEMBER.
- MEMBER consents to its name, voice, and likeness being used by COMPANY for video replays, future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the MEMBER.

LIVE CALLS & CALL RECORDINGS

As part of the MEMBERSHIP and/or the UPGRADE, the COMPANY may provide live or virtual events, live calls, webinars, web casts, or any other audio or visual interaction known or yet unknown.

The COMPANY reserves the right to record any and all of its offered calls, webinars, web casts, and or any other method of hosting including recording any interaction with you the MEMBER and to reuse, redistribute, repurpose, or any other method that COMPANY decides to use as part of its business.

As a MEMBER, when you access and or participate on a call, live or virtual event, webinar, online video conferencing, web casts, or any other method known or not yet known with the COMPANY as part of the MEMBERSHIP and/or the UPGRADE, you grant the COMPANY a non-exclusive, limited use, worldwide license to your voice, likeness, and or words without compensation to you now or at any time in the future.

MEMBER CONTRIBUTED CONTENT

The COMPANY values the engagement and contribution of the MEMBER in the MEMBERSHIP and the UPGRADE.

When the MEMBER contributes, participates, or engages in any way with the MEMBERSHIP and/or the UPGRADE:

- By submitting or posting any materials or content as part of the MEMBERSHIP or the UPGRADE, the MEMBER grants the COMPANY a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials.
- MEMBER represents, warrants and covenants that any content, including but not limited to text, images, video(s), audio files and music is not committing copyright infringement.
- MEMBER represents, warrants and covenants that any content provided does not contain libelous or otherwise unlawful, abusive or obscene material.
- The COMPANY has MEMBER'S permission to use any MEMBER submitted content without incurring obligations of confidentiality, attribution or compensation to MEMBER.
- All MEMBER contributed content is subject to the terms set forth below and in our standard Terms and Conditions, which include our policy regarding copyright infringement;

The COMPANY reserves the right not to post MEMBER content if it contains any of the following types of content or violates other guidelines.

By way of example, and not as a limitation, MEMBER agrees that when contributing content, MEMBER will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of other MEMBERS;
- Use obscenities, discriminatory language, or other language not suitable for a public forum;
- Post advertisements, "spam" content, or references to other products, offers, or websites;
- Post email addresses, URLs, phone numbers, physical addresses or other forms of contact information;
- Post unduly critical or spiteful comments of other members, content posted on the page or its authors;

- Post files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have expressly received all necessary consents;
- Post files or content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;

NO RESALE OF SERVICES PERMITTED

MEMBER agrees not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purpose, any portion of the MEMBERSHIP or the UPGRADE including materials, use of the MEMBERSHIP, use of the UPGRADE, access to the MEMBERSHIP or access to the UPGRADE. This AGREEMENT is not transferable or assignable without the COMPANY's prior written consent.

PAYMENT MONTHLY SUBSCRIPTION

By purchasing the MEMBERSHIP, a monthly subscription, MEMBER agrees that the MEMBERSHIP has an initial and automatic recurring monthly payment as listed on the purchase page at the offer checkout.

MEMBER MAY CANCEL AT ANY TIME.

To cancel the MEMBERSHIP, the MEMBER is required to:

- Login to MEMBER'S account, click to Billing Information, and cancel payment.
  or
- Email connect@momawellness.com and request to cancel the subscription at least 72 hours before your next recurring charge.

After MEMBER cancels MEMBERSHIP, the MEMBER has access to the MEMBERSHIP until the end of the currently paid for payment period. Monthly subscription fees will NOT be prorated.

If MEMBER joins with a special rate or discount and cancels the MEMBERSHIP and then decides to join again at a later date, the MEMBER agrees to pay the enrollment and/or subscription fee which is current at the time of re-enrollment.

PAYMENT ONE TIME UPGRADE

By purchasing the UPGRADE (a one-time fee) MEMBER agrees that the UPGRADE must be paid in full to access the UPGRADE program content.

UPGRADE PAYMENTS ARE NON-REFUNDABLE

REFUNDS

Upon execution of this AGREEMENT, MEMBER is responsible for the full monthly subscription FEE. If MEMBER decides to cancel, not participate, or changes his or her mind, the **COMPANY DOES NOT PROVIDE ANY REFUND FOR ANY REASON TO THE MEMBER.**

Purchases made through third-party vendors are subject to that vendor's specific return and billing policies. MEMBER must contact the product or supplement vendor directly for support and questions

CHARGEBACKS & PAYMENT SECURITY

To the extent that MEMBER provides COMPANY with credit card(s) information for payment of Membership FEE and/or UPGRADE FEE on MEMBER'S account, COMPANY is authorized to charge MEMBER'S credit card(s) for any unpaid charges on the dates agreed to in the Payment Schedule.

MEMBER shall not make any chargebacks to COMPANY's account or cancel the credit card that is provided as security without COMPANY's prior written consent. MEMBER is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. MEMBER shall not change any of the credit card information provided to the COMPANY without notifying COMPANY in advance.

CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this AGREEMENT, any marketing materials used by COMPANY, COMPANY's representatives, or employees, the provisions in this AGREEMENT control.

ENTIRE AGREEMENT
This AGREEMENT is the entire AGREEMENT between the PARTIES relating to the subject matter and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. Any modification to this AGREEMENT must be in writing and signed by both PARTIES.

LIMITATION OF LIABILITY
By using COMPANY's services and enrolling in the MEMBERSHIP and/or the UPGRADE, MEMBER releases COMPANY, its officers, employees, directors, partners, affiliates and related entities from any and all damages that may result from his or participation in the MEMBERSHIP and/or the UPGRADE.

The MEMBERSHIP provides educational and informational health and wellness resources. MEMBER acknowledges and accepts any and all risks, foreseeable or unforeseeable arising from the MEMBERSHIP.

Regardless of the previous paragraph*, if* COMPANY is found to be liable, COMPANY's liability to MEMBER or to any third party is limited to the lessor of:

(a) The total amount of money MEMBER paid to COMPANY in the one month prior to the action giving rise to the liability, or
(b) $97.00 USD, or
(c) $997.00 USD (ONLY in the case of an ELITE purchase)

All claims against the COMPANY must be filed with the entity having jurisdiction within 90 days of the date of the first claim or otherwise be forfeited forever. MEMBER agrees that COMPANY will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of COMPANY's services or enrollment in the MEMBERSHIP and/or the UPGRADE.

MEMBER agrees that use of COMPANY's services and participation in the Membership, the UPGRADE and any programming provided by the COMPANY is at the MEMBER'S own risk.

FORCE MAJEURE
In the event, either party is unable to perform its obligations under the terms of this Agreement because of acts of God, epidemics, pandemics, shutdowns (local, state, or federal), strikes, equipment or transmission failure or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

TERMINATION
The COMPANY may cancel or terminate the MEMBER'S access to the MEMBERSHIP without cause and at the COMPANY's sole discretion or if the MEMBER is
(1) behind in payment, or
(2) otherwise in violation of this AGREEMENT.

After reasonable attempts to collect the FEE or update payment information, if unsuccessful, the COMPANY may cancel or terminate the MEMBER'S MEMBERSHIP.

MEMBER understands that reactivation of the MEMBERSHIP is not guaranteed at any previous discounted or subscription rates with the COMPANY.

After cancellation or termination, the MEMBER will not have access to any part of the MEMBERSHIP or MEMBERSHIP programs, products, benefits or resources.

INDEMNIFICATION
MEMBER recognizes and agrees that all of the COMPANY's shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions, or representations of the COMPANY.

MEMBER shall defend, indemnify (insure and protect), and hold harmless the COMPANY, COMPANY's shareholders, trustees, partners, affiliates, and successors from and against all liabilities and expenses that they may incur or be obligated to pay because of their relationship with the MEMBERSHIP and/or the UPGRADE.

These include (without limitation): claims, damages, judgments, awards, settlements, investigations, legal actions, regulatory actions, costs, attorneys fees, disbursements, or the like that occur from or are related to this AGREEMENT.

DISCLAIMER OF GUARANTEE

COMPANY makes no representations or guarantees verbally or in writing regarding performance of this AGREEMENT other than those specifically stated. COMPANY and its affiliates disclaim the implied warranties of titles, merchantability and fitness for a particular purpose. COMPANY makes no guarantee or warranty that the MEMBERSHIP will meet the MEMBER'S requirements or that any or all MEMBERS will gain or achieve any results.

CHOICE OF LAW/VENUE

This AGREEMENT is governed and interpreted in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of law.

The PARTIES agree to submit any dispute or controversy arising out of, or relating to this AGREEMENT, or out of each Party's relationship with the other shall be submitted for resolution to the American Arbitration Association's ("AAA") Houston, Texas office. Claims shall be heard by a single arbitrator. The arbitration is binding upon the PARTIES and their successors in interest. The prevailing party may collect all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this AGREEMENT.

SURVIVABILITY

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of Fees owed set forth in this AGREEMENT, and any other provisions that by their sense and context the PARTIES intend to have survive, shall survive the termination of this AGREEMENT for any reason.

SEVERABILITY

If any of the parts or provisions contained in this AGREEMENT are interpreted as invalid or unenforceable only that part or provision is affected. The invalidity or unenforceability does not affect the other parts or provisions of the AGREEMENT.