

Brand Voice in an Hour Program Agreement

Terms and Conditions

By paying the first payment or payment in full towards Content Uncorked Intensive, the Participant agrees and acknowledges that they are providing the equivalent of their electronic signature to these terms and conditions. The Participant also agrees that they have read, understood and agree to this entire agreement.

Terms and Conditions – Nicole Michelle of Write Kinda Girl (the “Provider”) agrees to provide you with access to the event, class, conference or workshop activities (the “Membership” or “Program”) upon the following terms and conditions. By registering for the Program, you (the “Participant” or “You”) agree to be bound by and to abide by the following terms and conditions and agree that you have read them carefully.

1. Program – The Provider agrees to provide to the Participant the following in exchange for the Program Fees:
 - Digital course on building your brand voice in one hour
 - A workbook to accompany the course
2. Program Fees and Payment Terms – I agree to pay the program fees as stated on the sales website and check out page for my admission to the program, or the sale price that was guaranteed at time of purchase. I agree that I may not transfer my registration to any other person without written permission from the Provider. The fees charged by the Provider shall be subject to all applicable taxes as required by the taxing authorities in the jurisdiction of Provider or the Participant.
3. Refund Policy and Cancellation Deadline — [Non-Refundable] – I agree that any payments toward this Program are non-refundable once I have paid. As this is a digital download product, instant access is given to the entire course. No refunds will be issued if I fail to attend or take advantage of the Program for any reason whatsoever including illness, getting Covid-19, financial hardship, travel issues, death in the family, or anything else. If this product does not align with expectations for any reason, email Write Kinda Girl and we will do everything possible to correct the discrepancy.
4. Limited License – By purchasing the Program, the Participant is granted a single-use, non-exclusive, non-transferable, revocable license to access, view and use the Program. All ownership rights in the intellectual property related to the Program

remain with the Provider and the Participant may not use or reproduce any of the content in any manner, without the express written consent of the Provider. Any violation of the copyright or trademark rights of the Provider shall result in immediate termination of access to the Program without refund.

5. Copyright - The material in the Program is covered by the provisions of the Copyright Act (US) and by other applicable laws, policies, regulations and international agreements that address intellectual property rights. Except as granted in the limited license, any use of the Program, including modification, transmission, presentation, distribution, republication, or other exploitation of the Program or of its content, whether in whole or in part, is prohibited without the prior written consent of the Provider.
6. Program Rules – The Participant agrees as follows:
 - To provide true, accurate, current and complete information as prompted by any registration form and to maintain and promptly update the information to ensure it remains true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if the Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Provider may suspend or terminate Program access without refund.
 - To observe and obey all rules and regulations set out by the Provider to Participants of the Program. The Provider may determine, in its sole discretion, that the behavior of a Participant is endangering the safety and security of any person or property.

8. The Provider reserves the right in its sole discretion, to terminate access of the Participant to the Program and the related services or any portion thereof at any time, if the Participant becomes disruptive to the Program or other Program participants, or fails to follow the Program guidelines. In the event of a termination of the Program, the Participant shall not be entitled to a refund of any portion of the Program Fees.

9. Privacy – The Provider agrees to protect all personal information collected from the Participant for the purpose of providing the Program in accordance with applicable privacy legislation in the state of California and if applicable, the jurisdiction of the Participant. The Participant agrees to the collection of use of the personal information in accordance with the Privacy Policy of the Provider for the purpose of delivering and administering the Program. The full privacy policy of the Provider is available here – www.writekindagirl.com/privacypolicy.

10. In addition to receiving applicable Program correspondence via e-mail or other electronic communication, the Participant expressly consents to receive any marketing correspondence from the Provider upon registration in the Program. The Participant may unsubscribe from any such marketing lists without affecting access to the Program; however, this will be the main form of communication leading up to and after the Program, so The Participant acknowledges that unsubscribing from the marketing list jeopardizes their ability to gain full information and value about the Membership.

11. Legal Disclaimer – Not Professional Advice or Results Guaranteed – The Provider provides the information contained in the Program to the Participant for informational and educational purposes only. The information contained in the Program, including any interactions with instructors and facilitators and participation in any social media groups or chats, and shall not be understood or construed as professional advice. The Participant shall be required to use their own judgment in applying the information provided in the Program to their own personal circumstances and may wish to get additional professional advice where appropriate. The Provider does not imply or guarantee any earning results or business success as a result of the Participant's registration or participation in the Program.

12. Legal Disclaimer – Technology – The Provider shall not be liable for any losses or damages of any kind related to any websites, course hosting platforms or any other technology used in the delivery of the Program being unavailable or unusable for any reason whatsoever. The Participant hereby agrees that they have the necessary Internet connection and other technology in order to participate fully in the Program.

13. Consent and Release to Use of Photo and Video Images – The Participant agrees that their voice, images and likeness may be recorded by various means including photos and videos during the Program. The Participant agrees that such recordings are the exclusive property of the Provider and the Participant consents to the use of the recordings by the Provider in connection with advertising and promotional materials to promote the Provider or the Program without compensation to or further approval by the Participant.

14. LIMITATION OF LIABILITY. Subject to applicable law, in no event shall the Provider and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon, or inability to use the Program, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The

foregoing limitation shall apply even if the Provider knew of or ought to have known of the possibility of such damages.

15. **DISCLAIMER OF WARRANTIES.** The Program is provided “as is” and “as available”, without warranty or condition of any kind, either express or implied. The Provider expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Program, to the fullest extent permissible under applicable law. While the Provider endeavours to provide content that is correct, accurate and timely, no representations or warranties are made regarding the Program including, without limitation, the Providers provide no representation or warranty that (i) the Program will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the course hosting platform will be uninterrupted or error-free, (iii) that defects or errors in the Program will be corrected, (iv) that the course hosting platform will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the course hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using the Program at your own risk and liability.

16. **RELEASE AND INDEMNITY.** The Participant hereby agrees to release the Provider and their partners, employees, consultants, agents and licensors from, and in no event shall any or all of the Providers and their partners, employees, consultants, agents or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the Program (including any breach by you thereof), or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Program. The Participant will indemnify and hold harmless the Provider and its partners, employees, consultants, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Program or otherwise relating to this Agreement (including any breach by you thereof). The Participant will also indemnify and hold harmless the Provider and their partners, employees, consultants, agents or licensors from and against any claims brought by third parties arising out of your use of the Program or its content.

18. **Force Majeure** – The Participant agrees that the Provider shall not be liable or responsible to the Participant and shall not be deemed to have defaulted or breached the

agreement for any failure or delay in fulfilling the agreement or providing the Membership program when and to the extent that such failure or delay is caused by or results from the acts or circumstances beyond the reasonable control of the Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, terrorist threats or acts, riot, civil unrest, national emergency, epidemics or labor disputes.

19. Governing Law and Jurisdiction. The Program is operated by the Provider within the state of California. By accessing or using the Program, the Participant agrees that all matters relating to your access to, or use of the Program and its content shall be governed by the laws of the state of California, and the federal laws of the United States applicable therein, without regard to conflict of laws principles. The Participant agrees and hereby submits and attorns to the exclusive jurisdiction of the courts of the state of California, with respect to all matters relating to their access to and use of the Program.

20. Customer Service Requests – If you have questions or comments or need to provide notice of any kind to the Provider regarding Programs please e-mail us at nicole@iamnicolemichelle.com

21. Entire Agreement - This is the entire agreement between the Participant and the Provider relating to your access and use of the Program and the content therein and is effective as of the time of registration.