

**The Money Manifestation Self-Guided Course**  
**Jamie Berman LLC**  
**Terms and Conditions of Use**

Hello! Thank you for trusting Jamie Berman LLC to provide you with services to assist you with your money mindset so that you may manifest a fully aligned business that is filled with abundance!

We strongly encourage you to read our agreement in its entirety below and be sure you agree to all terms before purchasing or enrolling into any of our services or programs. If you have any questions regarding any terms within this agreement, please contact us by sending an email to support@jamieberman.com.

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Jamie Berman LLC digital or downloadable resources, online course, one-on-one or group coaching, class, mastermind, virtual event, program, workshop, or training, membership portals, or enter any online private forums operated by Jamie Berman LLC (for any purpose), whether on a website hosted by Jamie Berman LLC or a third-party website such as an online course platform, facebook.com or slack.com (collectively “**the Program**”).

**If you do not agree with these TOU, you may not use the Program.**

As used in these TOU, the term “**Releasees**” is defined to include the following: (i) Jamie Berman LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “**the Company**”); (ii) any Company volunteers; and (iii) Jamie Berman.

### **1. Participants**

As part of the lifetime access Program, you will receive the coaching services outlined on the Company’s sales page or webpage where you are to register for the Program.

This Program is intended and only suitable for individuals aged eighteen (18) and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

### **1. Payment and Refunds**

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to Company, without any additional

authorization, for which you will receive an electronic receipt. You also agree that Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

### **Payment Terms**

If you choose to pay via a third-party service such as Afterpay, you agree to comply with the payment terms and conditions set forth by that service provider. Payment options may include a one-time payment or installment plans offered and managed solely by the third-party provider. You acknowledge that all payment processing, account management, and billing terms are handled directly by Afterpay, and the Company has no responsibility or liability for their payment terms, late fees, or collection policies.

### **Payment Obligations**

By purchasing the Program, you agree to remain responsible for the full cost of the Program as outlined at the time of purchase. If you fail to make payments in accordance with the terms set by Afterpay or voluntarily withdraw from the Program at any time, you remain liable for the full Program cost.

### **No Refund Policy**

Your satisfaction with the Program is important to us; however, due to the significant time, effort, and resources required to create and deliver the Program, we enforce a strict **no refund policy**. Unless otherwise required by law, you acknowledge and agree that we do not offer refunds for any portion of your payment for the Program, and that all sales are final. By purchasing and using our Program, you agree to these terms and understand that no refunds will be issued.

### **Chargeback Policy**

Since this Agreement includes a clear Refund Policy that you agree to upon purchasing the Program, we will not tolerate or accept any type of chargeback threat or actual chargeback from your payment provider. Should a chargeback be initiated during or after your purchase, we reserve the right to report this incident to credit reporting agencies or chargeback databases, which may have a negative impact on your credit rating. The information reported may include your name, email address, order date, order amount, and billing address. If you wish to be removed from such a database, you must make full payment for the amount of the chargeback.

## **2. Intellectual Property Rights**

### **a. Ownership of the Content**

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing (“**the Content**”) is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

**b. The Company’s Limited License to You:**

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

*This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only.*

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

**c. Unauthorized Use**

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”).

You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the Program, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Us that may not be adequately compensated by damages, entitling Us to obtain injunctive relief, without bond, in addition to all legal remedies.

**d. Your License to the Company; Use in Testimonials and Marketing.**

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least 18 years old. You are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part,

in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of the Company's current or future Program and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company's sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

*This means you give the Company permission to use anything you submit or post in the Program or any third-party forum or website operated by the Company, or anything captured by the Company during your participation in the Program, including images in which your face is visible and recognizable.*

#### **e. Your License to Company; Sharing of Participant Weekly Wins**

Upon signing and/or acknowledging these TOU, you grant Company consent to share your weekly successes throughout your participation in the Program, on Company's website, or any third-party platform owned or operated by Company for commercial and non-commercial purposes, under the condition that Company not use your likeness (including but not limited to your name, screen name, or pseudonym, etc.) to identify you as the author and individual depicted in any weekly successes that you may communicate and/or share throughout your participation in the Program. This means that Company may share, display, publish and distribute your weekly successes that you share throughout your participation in the Program without compensation to you at any time, now or at any time in the future. For all other purposes other than the terms detailed in this paragraph, section 7e of these TOU will apply.

If Company wishes to use your likeness to identify you as the author and individual depicted in any weekly success that you may share, Company shall request your consent prior to use, display, publishing, or distribution.

#### **f. Request for Permission to Use the Content**

If you wish to use any of the Content, or any other intellectual property or property belonging to us, you should request permission in writing BEFORE you use the Content by sending an

e-mail to support@jamieberman.com.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

### **3. Your Conduct in the Program; Confidentiality**

The Program is a “pitch free zone.” You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, “shadow” groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup, seminar, or program, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as coaching services, or other products or services to Program participants, unless you are authorized or requested to do so by the Company.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company’s website or in any third-party forums operated by the Company may become public.

Company is not legally bound to keep your information confidential.

You agree to keep all information you learn about other Program participants, their business, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company’s website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company’s and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material

submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to other participants
- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program with anyone else

If, in the Company's sole discretion, your conduct violates these TOU in any way, you agree that the Company may immediately and permanently terminate your participation in the Program and your access to the Content without refund.

#### **4. Username and Password**

To access certain features of the Program, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

#### **5. Termination**

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

#### 6. **Personal Responsibility, Assumption of Risk, Release, Disclaimers**

- a. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

- b. The Program and Content provide information and education only, and do not provide any financial, legal, medical or psychological services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.
- c. **Earnings and Results Disclaimer.** You agree that Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.
- d. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or

actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

- e. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.
- f. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- g. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

## **7. Security**

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

## **8. Jurisdiction, Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of California], without giving effect to its conflict of laws. The nearest state and federal court to Sherman Oaks, CA shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these TOU.

By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

#### **9. Users Outside United States**

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **10. Indemnification**

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

The Company may change, modify or update these TOU at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact [support@jamieberman.com](mailto:support@jamieberman.com).

**By clicking on the box when signing up for the Program, you are providing the electronic equivalent of your signature and assert that you have read, understood and agreed to this entire document. If you do not agree with these TOU, do not purchase or use the Program or Content.**