

## NURSEPRENEURSTM User Agreement for NursePreneursTM IV Hydration Launch

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING NURSEPRENEURSTM' PROPRIETARY MATERIALS INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH NURSEPRENEURSTM IV HYDRATION LAUNCH. BY ACCESSING OR USING THE PROGRAM(S), YOU ACKNOWLEDGE THAT

YOU HAVE READ THIS AGREEMENT, B. YOU UNDERSTAND IT, AND C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

IF YOU DO NOT AGREE, DO NOT UNDERSTAND, OR DO NOT ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE ANY OF NURSEPRENEURSTM PROPRIETARY MATERIALS INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH NURSEPRENEURSTM IV HYDRATION LAUNCH, AND CONTACT US IMMEDIATELY AT [hello@nursepreneurs.com](mailto:hello@nursepreneurs.com)

This Agreement ("Agreement") is a legal contract between NURSEPRENEURSTM , located at 1150 First Ave Suite 511 King of Prussia PA 19406 ("NURSEPRENEURSTM "), and YOU the client., (collectively the "Parties").

WHEREAS, NURSEPRENEURSTM is engaged in this business of marketing and client coaching services; and WHEREAS, YOU desire to engage NURSEPRENEURSTM to provide business coaching services to YOU in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation;

NOW, THEREFORE, the Parties agree as follows:

### SECTION 1: Membership and Program Fees

1.1. Programs: Under the terms of this Agreement, NURSEPRENEURSTM agrees to provide business coaching services to YOU in the form of Webinars, Audio and/or Visual NURSEPRENEURSTM Presentations, and periodic personal coaching and evaluation ("Program(s)") in exchange for a Program Fee. Program Fees will be determined according to paragraph 1.2. below. Your access to such Programs is made conditional on payment of such Program Fee.

1.1.2. Term: The Term of this Agreement will commence upon YOUR acceptance of this payment of the applicable Program Fee. YOU agree and understand that upon commencement of the Term of this Agreement, you will become enrolled in the course IV HYDRATION LAUNCH.

1.1.3. Termination: NURSEPRENEURSTM may terminate this Agreement at any time in its discretion upon notice to YOU. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. Program Fees: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay NURSEPRENEURSTM the stated fee in full or in payment plans.

#### NON REFUNDABLE

1.3. Promotional Material: By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by NURSEPRENEURSTM, YOU affirmatively agree and acknowledge that NURSEPRENEURSTM may at any time reproduce and/ or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, YOUR experience participating in such Program(s), including any specific results experienced by YOU over the course of such participation. YOU agree and acknowledge that this includes any written statements you may publish to any social media accounts and online forums as well as any statements and/ or images captured or otherwise recorded over the course of attendance at any event(s) related to such Program(s). You further represent that any such statements or testimonials that you make shall be correct, accurate and truthful.

1.4. No Refunds: NURSEPRENEURSTM abides by a strict, no refund policy. By accepting the terms of this Agreement, YOU agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) offered by NURSEPRENEURSTM. YOU further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program(s), YOU are taking full responsibility for YOUR OWN success. Thus, YOU agree that you will not request a refund.

#### SECTION 2: NO WARRANTIES

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that NURSEPRENEURSTM provides Program(s) related to business coaching only and guarantees no specific results. YOU take full responsibility for YOUR own success. Further, you acknowledge that everyone's success is different, and dependent on factors such as your own drive, dedication, and motivation. Any examples of income or testimonials are not meant as a promise or guarantee of your own earnings or success. Please be aware that you may experience income loss by using the Program. In other words: we do not guarantee results, you are responsible for your own success, and there is an inherent risk you may lose money, as with any business venture.

2.2. Limited Liability: In no event will NURSEPRENEURSTM be liable to YOU or any party related to you for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if NURSEPRENEURSTM has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.3. Commitment to the Program. By accepting the terms of this Agreement, YOU commit and agree to faithfully execute all of the lessons, assignments, and course work in the Program(s) to the best of your ability. You further agree to attend ALL scheduled Q&A and coaching sessions included as part of the Program. You also acknowledge that creating results requires tremendous effort and you are prepared and committed to faithfully make that effort.

### SECTION 3: Confidentiality

3.1. Confidentiality: Only authorized users, who have duly attained access to any Programs offered by NURSEPRENEURSTM by personally agreeing to the terms of this Agreement are permitted use and participate with such Programs. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2 Intellectual Property: YOU acknowledge that any Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System are the sole Intellectual Property of NURSEPRENEURSTM under U.S. copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and NURSEPRENEURSTM, NURSEPRENEURSTM and its third party licensors own and shall continue to own all right, title, and interest in and to the Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System, or any other intellectual property rights of NURSEPRENEURSTM, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that NURSEPRENEURSTM uses in connection with services rendered by NURSEPRENEURSTM are marks owned by NURSEPRENEURSTM. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

### SECTION 4: Miscellaneous

4.1. Non transferability: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. Indemnification: YOU will, at your own expense, defend, indemnify, and hold NURSEPRENEURSTM, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Program(s) of this Agreement.

4.3. Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and NURSEPRENEURSTM concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with NURSEPRENEURSTM relating to the Program, whether oral or written.

4.4. Amendment: NURSEPRENEURSTM reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement and sent via email to all participants.

4.5. Governing law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of U.S. and the city of Philadelphia in the state of Pennsylvania. The venue for any dispute shall be in the Philadelphia District Court.

4.6. Attorneys' Fees and Legal Expenses. If any proceeding or action shall be brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court, and shall be made a part of any award or judgment rendered.

4.7 In the event that any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way effect, impair or invalidate any other covenant, condition or other provision contained in this Agreement, and any such provision held to be invalid, void or illegal shall be deemed replaced by a provision which comes closest to such unenforceable provision in language and intent without being invalid, void or illegal.

BY PURCHASING THIS COURSE, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.