

COURSE CONTRACT

QUANTUM LEAP LAB

PARTIES

This writing outlines the intended legal relationship between Bambi Thompson, LLC] (the “COMPANY”) and you (the “CLIENT”). The writing (the “AGREEMENT”) is intended to govern and control your purchase of Money Mojo Mastery (the “PRODUCT”) from the COMPANY.

The COMPANY and the CLIENT are the intended parties (the “PARTIES”) to this AGREEMENT.

ACCEPTING THESE TERMS

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

- Click “I Agree”
- Email your statement of agreement
- Enter your credit card information
- Sign this agreement on this page, or reverse
- Enroll electronically in the PROGRAM
- Enroll verbally, or otherwise, in the PROGRAM

With this acceptance, the PARTIES agree that any individual, associate, and or assign are bound by the terms of this AGREEMENT. A facsimile, electronic, or emailed executed copy of acceptance of this AGREEMENT is *legally binding* with either a written or electronic signature and has the same result as an originally signed copy.

COMPANY’S SERVICES

This AGREEMENT is executed and valid, when CLIENT accepts these terms (electronically, verbally, written, and or otherwise).

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

PARTIES agree that the PROGRAM is in the nature of **education and coaching**

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 PROGRAM. COMPANY reserves the right to substitute services equal to or comparable to the PROGRAM for the CLIENT if the need arises, without prior notice.

CONFIDENTIALITY

The term “Confidential Information” means INFORMATION WHICH IS NOT GENERALLY KNOWN TO THE PUBLIC RELATING TO THE CLIENT’S BUSINESS OR PERSONAL AFFAIRS.

COMPANY agrees not to disclose, reveal, or make use of any Confidential Information learned of through its transactions with CLIENT during discussions and interactions with CLIENT, or otherwise, without the *written consent* of CLIENT.

COMPANY shall keep the Confidential Information of the CLIENT in strictest confidence and shall use its best efforts to

safeguard the CLIENT’s Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft.

The COMPANY’S [privacy policy](#), [terms of use](#), [disclaimers](#), and [disclosures](#) also apply to how COMPANY collects, uses, stores, and who has access to any personally identifiable information supplied by the CLIENT due to its enrollment in the PROGRAM.

NO TRANSFER OF INTELLECTUAL PROPERTY

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

CLIENT is not authorized to use any of COMPANY’s intellectual property, trademarks and or copyrights, for any purpose. CLIENT 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.

COMPANY agrees and allows CLIENT to make one (1) printed physical copy of the provided materials for CLIENT’s 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.

PROGRAM RULES

To the extent that CLIENT interacts with COMPANY staff and or other clients, CLIENT agrees to behave professionally, courteously, and respectfully with staff and clients at all times. CLIENT agrees that failing to follow course rules is cause for termination of this AGREEMENT. In the event of such a termination, CLIENT is not entitled to recoup any amounts paid and remains responsible for all outstanding amounts of the Fee.

DISPARAGEMENT

In the event that a dispute arises between the PARTIES or a grievance by CLIENT, 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 PROGRAM MATERIALS

- By accepting this AGREEMENT, CLIENT consents to recordings being made of the PROGRAM.
- COMPANY reserves the right to use, at its sole discretion, the following: PROGRAM materials, videos, audio recordings, and materials submitted by CLIENT (in the context of the PROGRAM); for future lecture, teaching, and marketing materials, and further other goods/services provided by COMPANY, without compensation to the CLIENT.
- CLIENT consents to its name, voice, and likeness being used by COMPANY for future lecture, teaching, and

marketing materials, and further other goods/services provided by COMPANY, without compensation to the CLIENT.

NO RESALE OF SERVICES PERMITTED

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

TERMINATION

If CLIENT is (1) behind in payment, or (2) otherwise in default of this AGREEMENT, then full payment is immediately due and CLIENT is barred from using any of COMPANY's services. COMPANY is allowed to immediately collect all Fees from CLIENT and stop providing further services to CLIENT.

PAYMENT

CLIENT agrees to pay COMPANY the stated fee (the "FEE") according to the payment terms:

- As outlined on COMPANY's website,
- Provided through email,
- According to the Payment Schedule and the payment plan selected by CLIENT (the "FEE"), or
- As otherwise noted in this AGREEMENT.

REFUNDS

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

CHARGEBACKS & PAYMENT SECURITY

To the extent that CLIENT provides COMPANY with credit card(s) information for payment of Fee on CLIENT's account, COMPANY is authorized to charge CLIENT's credit card(s) for any unpaid charges on the dates agreed to in the Payment Schedule.

CLIENT 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. CLIENT is responsible for any fees associated with recouping payment and collection fees associated with the chargeback. CLIENT 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. Modification to this AGREEMENT is by a writing signed by both PARTIES.

LIMITATION OF LIABILITY

By using COMPANY's services and enrolling in the PROGRAM, CLIENT releases COMPANY, its officers, employees, directors, and related entities from any and all damages that may result from his or participation in the PROGRAM. The PROGRAM provides personal development CLIENT accepts any and all risks, foreseeable or unforeseeable arising from the PROGRAM.

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

- (a) The total amount of money CLIENT paid to COMPANY in the one month prior to the action giving rise to the liability, or
- (b) 70%

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. CLIENT 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 PROGRAM.

CLIENT agrees that use of COMPANY's services is at CLIENT'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.

INDEMNIFICATION

COMPANY 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.

CLIENT shall defend, indemnify (insure and protect), and hold harmless the COMPANY, COMPANY's shareholders, trustees, 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 PROGRAM.

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.

Any expenses or liabilities that result from a breach of this AGREEMENT, sole negligence, or willful misconduct by the COMPANY, COMPANY's shareholders, Trustees, Affiliates, or Successors are excluded from indemnification.

DISCLAIMER OF GUARANTEE

CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS 100% RESPONSIBLE FOR HIS OR HER PROGRESS AND RESULTS FROM THE PROGRAM. CLIENT ACCEPTS AND AGREES THAT HE OR SHE IS THE ONE VITAL ELEMENT TO THE PROGRAM'S SUCCESS AND THAT COMPANY CANNOT CONTROL CLIENT.

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 PROGRAM will meet CLIENT's requirements or that all CLIENTs will achieve the same results.

AFFILIATE DISCLAIMER

Disclosure of material connection: Some of the links included in Site posts or pages may be affiliate links. An affiliate link means that if you click on the link and purchase the item, I will receive an affiliate commission, paid by the company you purchased from. I only recommend products or services I use personally and believe will add value to my readers, customers, and Site visitors. This is disclosed in accordance with the Federal Trade Commission's [16 CFR, Part 255](#) – Guides Concerning the Use of Endorsements and Testimonials in Advertising.

EARNINGS DISCLAIMER

Any information shared regarding income or earnings that are published on COMPANY SITE are true and accurate; however there is NO GUARANTEE and NO WARRANTY that by using the COMPANY techniques, ideas, strategies, products or services that are presented on SITE that you will have similar or identical results. The examples that the COMPANY provides are just that – examples and are not to be interpreted as a guarantee or promise of earnings.

Any information shared on the SITE is not to be interpreted as a “get rich quick” scheme in any way. THE LEVEL OF SUCCESS AND OR INCOME THAT YOU OBTAIN IS COMPLETELY DEPENDENT ON YOUR IMPLEMENTATION OF THE INFORMATION PRESENTED, YOUR SKILLS, FINANCIAL RESOURCES, MARKETING KNOWLEDGE, AND BUSINESS KNOWLEDGE.

FORWARD-LOOKING STATEMENTS

COMPANY may provide forward-looking statements that fall within the Private Securities Litigation Reform Act of 1995. You can identify these statements by the words “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” and other words and terms of similar meaning used in connection with a description of potential earnings or financial performance.

ANY AND ALL FORWARD-LOOKING STATEMENTS ON SITE OR IN ANY OF COMPANY'S PROMOTIONAL MATERIALS ARE INTENDED TO EXPRESS COMPANY'S OPINION AND ARE CONSIDERED TO BE ACCURATE AT THE TIME THEY ARE WRITTEN. THE ACCURACY MAY CHANGE OVER TIME AND WITH THE CHANGING OF CIRCUMSTANCES.

LIVE STREAMING

If you participate in any live streaming activities with the COMPANY through third party providers, you are providing your consent for COMPANY to record and reuse the live streaming material in COMPANY'S sole discretion, including but not limited to, educational and marketing purposes, recorded videos (paid and unpaid), blog posts, and any other form of audio visual currently in operation (or yet to reach the market). COMPANY in no way is obligated to compensate you for any portion of a comment, image, social proof, that you provide as part of your voluntary participation in live streaming platforms.

The SITE Does Not Provide Medical Advice or Health Advice

The contents of the SITE, such as text, graphics, images, Information obtained from COMPANY'S licensors, and other

material contained on the SITE (the “CONTENT”) are for informational purposes only.

The CONTENT is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the SITE.

Using this SITE does not establish a coach-client relationship with the COMPANY or with the COMPANY, or its licensors. This SITE does not offer diagnosis and or treatment for medical conditions. You must consult with your own doctors in determining if the methodologies suggested on this SITE are appropriate for you and your conditions.

The SITE Does Not Provide Business Advice

The information contained in this SITE is for general information purposes only. While COMPANY strives to keep the information up to date and correct, COMPANY makes no representations or warranties of any kind express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to the SITE or the information products, services, or related graphics contained on the SITE for any purpose. Any reliance you place on such information is strictly at your own risk.

Using this SITE does not establish a coach-client relationship with Bambi Thompson/ Barbara M. Thompson or with the COMPANY, or its licensors. This SITE does not direct decision making on your behalf or on behalf of your business. Any business decisions you make as a result of information posted on this site, products sold through this site, or links listed on this SITE are your sole responsibility.

Energy work

Nothing on this site is intended to diagnose, prescribe, treat, or cure any disease – physical or mental. All information provided on this site is not intended as a substitute for regular medical care. The purpose of all information provided is to reduce stress, enhance health, and remove any dysfunction in the body's bio-energetic system due to belief systems.

No information provided is to advise you to discontinue or to avoid medical or psychological consultations. No one connected with the COMPANY practices under any license such as medical doctor, psychologist, psychotherapist, chiropractor, lawyer, nutritionist, or naturopath. *Any licensing board in the United States does not currently regulate energetic coaching.*

Direct Sales or Multi-Level Marketing

This Site is owned and operated by the Company and while the Company enjoys a professional relationship with Arbonne International, which the Company may occasionally reference or offer, this Site is in no way a reflection of that company. All thoughts, opinions, ideas, are the responsibility of the Site owner. To read the full relationship, **please click here.**

CHOICE OF LAW/VENUE

This AGREEMENT is governed and interpreted in accordance with the laws of the State of Maine 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 to arbitration in the State of Maine, Bath according to the rules of the American Arbitration Association. 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.

SIGNATURES**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.