**TERMS AND CONDITIONS**

THESE TERMS CONTAIN AN ARBITRATION CLAUSE, DISCLAIMERS AND LIMITATIONS OF LIABILITY. PLEASE REVIEW CAREFULLY.

The following terms ("Terms of Use") constitute an agreement between We Ascend LLC ("Company"), and you that governs your enrollment in any program offered by Company (the "Program") located at https://weascend.co/ (the "Website"). Company, owner and operator of the Website, is a limited liability company formed under the laws of the state of California, United States.

By accepting these Terms of Use and purchasing a Program, you certify that you have read and agree to the Terms of Use. If Company updates the Terms of Use as they relate to your purchase of a Program, you will be notified at the email address you provide upon registration. The revised terms will go into effect within seven (7) days after our notification to you. If you do not agree to the updated terms, your only recourse is to terminate your access to the Program.

The Program is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website or enroll in the Program. You understand and agree that some of the content created by Company shall be hosted on Maven. In order to access that content, you may need to create an account and shall be required to agree to Maven's terms and conditions and privacy policy. The Terms of Use shall also apply to the content hosted on Maven.

**PURCHASE POLICIES**

Through the Website, you may apply to enroll in a Program for the price listed on the invoice you have received (the "Program Fee"). It is solely within Company's discretion whether to admit any applicant to a Program. The Company disclaims any and all liability for individuals who are not admitted to a Program.

Any Program with a live component will be provided via online streaming. A Program with pre-recorded content, such as videos, will be available for you to watch, but you may not download any Program videos. You will have access to a Program for the length of the offering and in the case of self-guided programs, for as long as the program is offered.

The Program includes optional access to a private community (the "Group") or via instant messaging through Slack (the "Slack Channel"). These Terms of Use also apply to your conduct in the Group and the Slack Channel.

**PAYMENTS**

**You represent and warrant that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your**

**initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.**

You may opt to purchase a Program by paying in one lump sum or through a payment plan. If you choose to pay for the Program utilizing a payment plan, you understand and agree that you shall be responsible for the payment of the entire Program Fee, regardless of whether you participate in the Program. You hereby authorize the Company to bill your payment instrument in accordance with the terms of the applicable payment plan until you complete full payment. If you dispute any charges you must let Company know within sixty (60) days after the date that Company charges you.

**REFUND POLICY**

Company does not offer refunds for any Program. Certain jurisdictions may have longer periods where refunds will be granted. Company will honor such periods as required by law.

**COMPANY INTELLECTUAL PROPERTY**

All original materials provided by Company as part of the Program are owned by Company. Any original materials are provided for your individual use only. You are not authorized to use or transfer any of Company's intellectual property or any aspect of the Program. All intellectual property remains the property of Company. No license to sell, distribute, reproduce, prepare a derivative work, display, or perform is granted or implied. Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

By accessing and viewing the Program, you agree that you will not create any electronic information product that utilizes the information gained through the Program whether or not that information was available through other means.

Certain of the names, logos, and other materials displayed in the Program constitute Company's intellectual property, including, but not limited to, patents, trademarks, service marks, trade secrets and copyrights ("Company IP"). You are not authorized to use any Company IP without Company's express consent. Ownership of Company IP remains with Company and you agree not to make any claims or assertions of any other party's ownership of Company IP.

"We Ascend" and "Ascend" are trademarks of Company and are protected by United States trademark law. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among consumers or in any manner that disparages or discredits Company, the Program, or any experts featured therein.

**REGISTRATION & RESTRICTED ACCESS**

Access to certain areas of the Program may be restricted. Some restricted portions of the Program may be made available to you as a registered user. When you are registered, you are required to create a user profile, which may include a username and password ("User Account"). You agree to keep your username and password confidential. You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trademark that is subject to any rights or another person or entity or is offensive, vulgar or obscene. If you suspect your password has been compromised, you must notify Company immediately at

hello@weascend.co. Company will not be liable for any loss caused by the unauthorized use of your User Account; however, you may be liable to Company or other third parties for any losses incurred due to such unauthorized use.

When you create a User Account with Company, you guarantee that you are 18 years of age or older, are able to consent to these Terms of Use, and that the information you provide to Company is accurate, complete, and current at all times. Violation of this paragraph may result in the immediate termination of your User Account without refund, in Company's sole discretion.

Company may disable your username and password at its sole discretion, remove or edit any content contributed by you to the Program or cancel any User Account. Company may, without notice, refuse access to the Program, in whole or part, to any person that fails to comply with these Terms of Use.

Company reserves the right to modify methods for registration and access levels of registered users from time to time.

**TERMINATION.**

The Company reserves the right, in its sole discretion, to terminate your access to the Program, if you violate these Terms of Use, or for any other reason. If Company terminates your access to the Program for your breach of the Terms of Use, you will not be eligible for a refund of any amounts of paid. If Company terminates for any other purpose, Company shall refund the pro rata portion of the Program Fee remaining. If you terminate the Terms of Use or fail to attend or utilize the Program, you will not receive a refund for any amounts paid.

**DISCLAIMERS**

Company has made every effort to ensure that all information in the Program has been tested for accuracy. Company makes no guarantees regarding the results that you will see from using the information provided in the Program. Opinions, advice, statements or other comments should not necessarily be relied upon and are not to be construed as professional advice from Company.

Company disclaims liability for incidental or consequential damages and assumes no responsibility or liability for any loss or damage suffered by any person as a result of use of the information provided in the Program. Company assumes or undertakes no liability for any loss or damage suffered as a result of the use of any information found in the Program.

There is no guarantee that you will see positive results to your business using the techniques and materials provided in the Program. We assume no responsibility for your decisions or for policies or practices that you implement based on information in the Program. Everything provided in the Program is for informational purposes only.

You understand and agree that you are fully responsible for your use of the information provided on the Program. Company makes no representations, warranties or guarantees. You understand that results may vary from person to person. Company assumes no responsibility for errors or omissions that may appear on the Program.

**CONFIDENTIALITY**

Company respects your privacy and insists you agree to respect the privacy of Company and all other Program participants ("Participants"). Any confidential information ("Confidential Information") shared by Program Participants, or any Company representative is confidential, proprietary, and belongs solely and exclusively to the disclosing party. All parties agree not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, in the Program, Group or Slack Channel, or otherwise. You agree not to use such Confidential Information in any manner other than in discussion with other Participants during the Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Program and the Terms of Use, and information related to Company or a Participant and shall not include information rightfully obtained from a third party. Both parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. You agree not to violate the Company's publicity or privacy rights. Furthermore, you will NOT reveal any information to a third party obtained in connection with this Program or the Terms of Use. By purchasing this Program, you agree that if you violate or display any likelihood of violating these Terms of Use the Company and/or the other Participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

Notwithstanding the foregoing, you understand that the Program, including the Group and Slack Channel, can be joined by any member of the public and you should not share information you do not want shared.

**Content Contributed to the Program**

Any content you contribute to the Program, which includes the Group and Slack Channel, including, but not limited to text, images, audio material, comments, video material and audio-visual material, must not be illegal or unlawful, may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against you or Company or a third party.

Company reserves the right to edit or remove any material submitted to the Program. Company takes no responsibility and assumes no liability for any content posted by you or any third party.

Notwithstanding Company's rights under the Terms of Use, Company does not undertake to monitor the submission of all content to, or the publication of such content on, the Program.

**COMMENT POLICY**

The Program may offer you the option to provide comments either written or verbal. The following types of comments will not be tolerated and will be deleted from any portion of the Program, the Group or the Slack Channel:

- harassment directed toward any content creator, participant, or Company;
- spam;

- hate speech;
- defamatory to Company or any third party;
- reference illegal acts;
- violate the legal rights of a third party; or
- Any other action that may impede the use and enjoyment of the Program by other participants.

Company's sole discretion will be used to determine if a comment is in violation of this comment policy. Any comments in violation will be promptly deleted and no further explanation will be due to you if your comment was determined to be in violation with this policy.

You are, and shall remain, solely responsible for the any content you upload, submit, post, transmit, communicate, share, or exchange by means of the Program, including the Group and Slack Channel, and for the consequences of submitting or posting same. COMPANY DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE PROGRAM, INCLUDING THE GROUP AND SLACK CHANNEL AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREIN.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER PARTICIPANTS OF THE PROGRAM. YOU ACKNOWLEDGE AND UNDERSTAND THAT COMPANY HAS NOT, AND DOES NOT, IN ANY WAY: (A) SCREEN ITS PARTICIPANTS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS PARTICIPANTS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS PARTICIPANTS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER PARTICIPANTS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER PARTICIPANT IN PERSON. COMPANY DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS PARTICIPANTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY PARTICIPANT'S, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN PARTICIPANTS.

Any Participant violating the Terms of Use may be immediately and permanently removed from the Program, in Company's sole discretion and no refund will be due to you in such case.

Any content posted in the Program is the sole responsibility of the person(s) who created it, and Company and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. Company and its employees, agents, directors, and officers do not undertake or assume any duty to monitor for inappropriate or unlawful content posted by Participants, nor does it assume responsibility or liability that may arise from any content posted in the Program, including the Group and Slack Channel, including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation.

Company reserves the right to report to the appropriate authority any post, comment, message, or Participant in the Program that Company deems, in its sole discretion, may implicate the safety of either Company, a Participant or a third-party.

**USE OF THE PROGRAM**

Unless otherwise stated, Company owns the intellectual property and rights to all content and material in the Program. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

The following uses are not permitted:

- Republication of content from the Program, unless content is specifically and expressly made available for republication;
- Sale, rental or sub-license of any content from the Program;
- Reproduction or duplication of any content on the Program for commercial purposes;
- Modification of any content on the Program, unless content is specifically and expressly made available for modification; and
- Redistribution of content of the Program, unless content is specifically and expressly made available for redistribution.

**EQUITABLE RELIEF**

You acknowledge and agree that in the event of certain breaches of the Terms of Use, Company may suffer irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, you agree that Company shall be entitled to any injunctive relief, without having to post a bond, as may be granted by a court of competent jurisdiction.

**GRANT OF RIGHTS**

You grant Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute any content you contribute to the Program. This includes, but is not limited to, text, images, audio material, comments, video material and audio-visual material. This license extends to all known and future media. You also grant Company the right to sub-license these rights and the right to bring an action for infringement of these rights. By posting content to the Program, you represent that you have the right to grant these permissions for the use of such content by Company and Company's sublicensees.

**THIRD PARTIES**

The Program offers resources that may contain links to third-party websites that are not governed or controlled by Company. You represent and warrant that you have read and agree to be bound by all applicable terms of use and policies for any third-party website that relates to your use of the Program. Company assumes no control or liability over the content of any third-party sites. You expressly hold Company harmless from any and all liability related to your use of a third-party website.

Prior to engaging in any commercial transactions with any third parties discovered through or linked on the Course, you must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third party discovered through or linked in the Course, you expressly hold Company harmless from any and all liability in any dispute.

**LIMITATION OF LIABILITY**

TO THE EXTENT ALLOWABLE BY LAW, COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, AND LICENSEES WILL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE USE OF THIS PROGRAM OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

**INDEMNITY**

You agree to defend, indemnify and hold Company, its members, employees, officers, directors, managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) which Company suffers as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by you including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

**ARBITRATION**

The Terms of Use will be governed and construed in accordance with the laws of the state of California without reference to its conflict of law provisions. Any controversy or claim arising out of or relating to the Program, Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in Alameda County, California. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to the Program or Terms of Use. Notwithstanding the foregoing, any action seeking injunctive relief shall be submitted to the courts and shall not be subject to this provision.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR A COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

**NO JOINT VENTURE OR OTHER RELATIONSHIP**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or enrollment in the Program. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

**MISCELLANEOUS PROVISIONS**

If any provision(s) of the Terms of Use is held to be invalid, illegal or unenforceable, the remaining provisions shall be severable and enforceable. In addition, in such event the unenforceable or invalid provision shall be deemed to be modified to the extent necessary to (i) render it valid and enforceable and (ii) give the fullest effect possible to the original intent of the provision. The Terms of Use may not be assigned by you without Company's prior written consent; however, the Terms of Use may be assigned by Company in its sole discretion. The Terms of Use are the final, complete, and exclusive agreement of the parties with respect to the Program offered by Company. The failure of Company to exercise or enforce any right or provision hereunder shall not operate as a waiver of such right or provision. Any waiver of the Terms of Use by Program or Company must be in writing and signed by an authorized representative of the Company. All notices with respect to the Terms of Use must be in writing and may be via email to hello@weascend.co for Company and to your email address.

Last updated: May 12, 2022.