

## Catalyst Collective Terms & Conditions

Last Updated: October 30th, 2024

The terms "we", "us" "our" and "Company" refers to [Catalyst, Catalyst Collective, Greenway Property Ventures LLC]. The terms "user," "you" and "your" refers to site visitors, customers, and any other purchaser of our Products. These Terms & Conditions govern your use of and access to our website and/or the hosted platform on which you purchased from us, and any of our social media channels/accounts, blogs, emails or mobile applications (collectively "Site") and your use or purchase of our services and/or products.

The term "Product" or "Products" (although sometimes included within the term "Content") shall also include but is not limited to materials, resources or information provided to you by us in our digital product, course, membership, and/or service or any digital content or information delivered or downloaded via email or other electronic means, webinars, documents, programs, courses, community, membership sites, classes, PDFs, live video calls, live posts and the like.

#### **User's Acknowledgement & Acceptance of Terms**

By purchasing from the Company, you are consenting to these posted Terms & Conditions ("Terms"), including any additional terms and conditions and policies referenced here and/or available by hyperlink.

Please read these Terms carefully *before* purchasing from us.

IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU SHOULD NOT PURCHASE OUR PRODUCT OR SERVICE.

## SECTION 1: PURCHASE & PAYMENT TERMS

#### **Order Process**

If you pay for our Product and/or service by credit or debit card, you authorize and provide permission for us and our related third-party vendors to charge your credit or debit card in the amount owed for payment of the products and/or services.

When you purchase our Product and/or services, your personal information (e.g. contact and card information) may be collected by a third-party vendor, who may have privacy policies or security practices that are different from ours. We are not responsible for the vendor's independent policies or practices.

#### **Order Confirmation**

You will receive an email confirmation from Beacons for your purchase and an automated invitation email from Skool (noreply@skool.com) granting you access to the Catalyst community. If you do not receive your Skool access within 24 hours, please check your spam folder and then contact catalystbizcollective@gmail.com. In the event there is an error in these emails concerning your purchase or access, it is your responsibility to inform us as soon as possible.

#### **Product Pricing**

The current price for Catalyst Collective membership is \$299 USD for a one-time payment. A payment plan option is available at 3 monthly installments of \$120 USD each (total \$360 USD). Effective November 11, 2024, the price will increase to \$399 USD for one-time payment, or 3 monthly installments of \$160 USD each (total \$480 USD) for the payment plan option.

#### **Payment Plans**

If you have selected a payment plan option, you understand and agree that all payments are to be made on time. Payment plans are provided for your convenience and are not to be construed as a subscription service.

- a) The Company offers payment plans through authorized platforms
- b) Payment plans are governed by the platform's payment processing terms
- c) Customer is responsible for:
  - Maintaining valid payment information
  - Ensuring sufficient funds for scheduled payments
  - Updating payment details if their original payment method fails

#### **Failed Payments & Consequences**

If the platform terminates the payment plan due to failed payments:

- Customer must pay the remaining balance in full immediately
- No new payment plan will be offered
- Access to all products and services will be suspended until full payment is received
- No refunds will be issued for any payments already made

#### **Reinstatement Terms**

- a) After a payment plan is terminated by the platform:
  - Only full payment of the remaining balance will be accepted
  - Partial payments or new payment plans are not available
  - Reinstatement is at the Company's sole discretion
  - Original purchase price is not guaranteed if customer needs to repurchase

For payment-related inquiries: catalystbizcollective@gmail.com

#### **Dispute resolution**

You agree not to dispute any charges made to your credit card under any circumstances (e.g.chargebacks). If you inadvertently do so, you agree to immediately cancel or withdraw such a dispute and we reserve the right to report it to the credit bureaus as a delinquent account and pursue collection. You are responsible for any fees associated with recouping payment on such disputes and any collection costs associated, including attorney's fees.

In addition, should you purchase a product or service from us and fail to make payment, you will owe the total amount of outstanding payments with interest and any collection fees/costs, including but not limited to attorney's fees and costs.

## **SECTION 2: REFUND AND ACCESS POLICIES**

#### **Refund Terms**

You may cancel your purchase within 48 hours of purchasing and request a refund. You may request a refund within that time period, however, no refund will be allowed after 48 hours from the date/time of purchase. To cancel an order, send your refund request via email to catalystbizcollective@gmail.com.

#### **Refund Processing**

Please note, any refund is subject to any transaction fees or costs associated with processing said payment and/or refund and will be taken out of the purchase price amount and resulting refund amount.

Once a refund is issued, your limited use license is immediately revoked and you will not be allowed to access or use our digital products and/or services any longer.

#### **Lifetime Access Guarantee**

The Company may offer a lifetime access guarantee to its Products or certain Services. The term "lifetime access" shall be construed to refer to the lifetime and duration of the Company, and is not the lifetime of any one individual customer. The lifetime access provided by the Company shall continue for as long as the Company is operational and actively providing the Products and/or Services. In the event that the Company ceases its operations or discontinues the Products and/or Services, the lifetime access guarantee shall be considered null and void. This guarantee is exclusively provided to the purchaser of the Product and/or Service and cannot be transferred, sold, or assigned to any other individual or entity. The Company reserves the right to modify, amend, or terminate the lifetime access guarantee for future customers at its sole discretion.

#### **Updates & Revisions**

We will periodically update our Product(s) to stay current. For the lifetime of our business, you will be provided with these revisions and/or updates and/or edits at no additional charge. Any additional revisions, updates, amendments thereto are also covered by these Terms.

#### **Promotions**

Any promotional discounts that may not have been offered at the time of your purchase are not guaranteed to be provided to you if offered after your date of purchase. If we do provide it, then it is within our sole discretion. We reserve the right to modify or cancel any promotional discounts at any time without prior notice.

## **SECTION 2: INTELLECTUAL PROPERTY**

Our Site, Products and Services are protected by the copyright laws of the United States of America ("U.S."). You understand that the Company owns the Site and Product(s), which is our intellectual property.

You may download and print certain materials from our Product(s) for your own personal and non-commercial purposes, but you may not copy or use our Product(s) for any other reason. You agree to not use or copy, frame, mirror, in link to or make similar use of any part of our Site, Product(s) or Services without our express written consent.

We may investigate any alleged violations of these Terms and take the appropriate action, in our sole discretion, which may include but is not limited to a warning, suspension of your access, termination of your access and/or legal action.

If you believe that our Site or Product(s) infringes a copyright of yours, please contact us at the email address below, and our designated agent under the Digital Millennium Copyright Act (17 U.S.C. §512) will address your concerns. However, you will be held accountable for any and all damages (including without limitation attorney's fees and costs) should you misrepresent that our Site or Product(s) infringes on your copyright.

#### License to Use

By purchasing our Product(s) and/or Services, you are hereby granted <u>one</u> limited, non-assignable, non-exclusive, non-transferable, non-sublicensable, revocable license to the Product and/or Service that you purchased.

#### You are not permitted to share our Product, course and/or service with anyone.

You are expressly prohibited from utilizing the information obtained from our Product(s) and/or Services to develop derivative works. In other words, you may not leverage the knowledge acquired through our offerings to create a product that would have otherwise been beyond your capacity to develop had it not been for the information obtained from our Product and/or Services.

You expressly agree not to sell, resell, reproduce, duplicate, copy, or exploit any portion of our Site, Product(s), or Service provided or the information contained therein, or any content on the Site through which the Products are provided, without express written permission by us or as an approved ambassador.

If you violate these Terms, such as giving, selling a copy of, re-selling or exploiting our Products and/or Services to others, you agree to pay for the license of the products or services that you gifted or sold to others and we reserve the right to revoke your license and terminate your access to our products or services, temporarily or permanently, in addition to other legal remedies available.

#### **Liquidated Damages Clause**

In the event of your unauthorized creation of products based on knowledge acquired from our offerings that would otherwise be beyond your capacity, you agree to pay the Company liquidated damages in the amount of the then-current license fee and/or our product price per instance of such breach.

#### Non-Disclosure

By accessing or using our Products and/or Services, you agree to treat any and all information provided by us or obtained through the use of the product as confidential and proprietary. You shall not disclose, share, distribute, reproduce, or use such confidential information for any purpose other than the permitted use of the digital product.

Confidential information includes, but is not limited to, any trade secrets, proprietary knowledge and ideas, algorithms, technical specifications, designs, code, documentation, strategies, information that is not generally known to the public, or any other information designated as confidential.

You acknowledge that the confidential information is valuable and constitutes our intellectual property.

You agree to exercise reasonable care to prevent the unauthorized disclosure or use of the confidential information. This duty of confidentiality shall continue even after the termination or expiration of your use of our Products and/or Services.

## **SECTION 3: GENERAL PROVISIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your personal information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You represent that you are at least the age of majority in your state, jurisdiction, or province of residence. Children under the age of 13 are prohibited from using our Site, Products and/or Service(s).

The headings or subheadings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

<u>Informational & Educational Purposes Only.</u> The information provided is for general educational and informational purposes only. It should not be relied upon or used as the sole basis for decision making related to your personal life or business, without consulting primary, more accurate, more complete or more timely sources of information.

You understand and acknowledge that the information provided to you by us is not legal, financial, therapeutic, mental health, or medical advice and that the Company is not a professional service provider. Again, all of the information, including without limitation, resources provided via phone or video conference, e-mail, an online forum, live events such as webinars or lives, video/audio recordings, courses, materials provided in our digital products and the like about business, laws, health, wellness and/or finance-related information, are resources for educational and informational purposes only and should not take the place of hiring a licensed professional. You understand that the Company does not and will not provide any form of diagnosis, legal advice, medical advice, financial advice, or mental health advice.

<u>Assumption of Risk.</u> Any reliance on our Site, Products, and/or Services and the information contained therein or provided to you is at your own risk and you do so voluntarily. You use the information provided and our Site, Products, and/or Services at your own risk.

You accept that we are not responsible or liable for any harm or damages to you, your business, life, physical and mental health, financial, or otherwise caused by or resulting from your use of our Site, Products, and/or Services, including any actions you choose to make, or not make, as a result of using our information and/or resources.

You should consult with a professional for any and all individual questions or concerns.

**Non-Disparagement.** You agree to refrain from making any statements or comments of a defamatory, derogatory or disparaging nature, either publicly or privately, to any third-party regarding the Company,

or any of Company's officers, directors, employees, personnel, agents, policies, Products or services, other than to comply with law. This also includes directing others to do so. This provision in no way restricts your ability to communicate reviews or performance assessments about our products and/or services to us. This section survives termination.

**No Guarantees.** We cannot guarantee any outcome of using, consuming, participating or applying our Product(s) and/or Services. We make no guarantees other than that the Product(s) and/or Services shall be reasonably provided to you in accordance with these Terms. You acknowledge that Company cannot guarantee any results of the Products and/or Services as such outcomes are based on subjective factors (including, but not limited to, your participation/implementation/etc.) that cannot be controlled by the Company. Clients not achieving his or her desired results is not grounds for a refund, partial or otherwise.

**Maximum Damages.** The sole remedy for any actions or claims by you against the Company shall be limited to and shall not exceed \$100.00.

<u>Severability</u>. If any term or provisions in this Agreement is found to be unlawful in any way, void or unenforceable, then that term or provision will be deemed severable from this Agreement and will not have any effect on the validity or enforceability of the Agreement and any remaining terms and provisions.

**Prompt Enforcement.** The failure of either party to promptly enforce this Agreement or any of its terms shall not be deemed to be a waiver of enforcement or implied modification of the Agreement regardless of the number of times or the frequency with which any such term is violated.

Attorney's Fees. In the event of any controversy, claim or dispute between us, arising out of or related to this Agreement or the breach of this Agreement, the prevailing party shall be entitled to recover from the other party all costs incurred including attorney's fees.

<u>Governing Law.</u> Any disputes arising out of or related to these Terms, including our Site, Products, and/or Services, shall be governed and construed by Wyoming's state or federal courts, and apply Wyoming's law, regardless of principles or conflicts of law.

<u>Jurisdiction/Venue</u>. Further, any disputes arising out of or related to these Terms, including without limitation our Site, Products, and/or Services, shall be brought within the State of Wyoming, County of Sheridan, City of Sheridan.

**Entire Agreement.** The Terms constitute the entire agreement between us and you as it relates to your use and access to our Site, Products and Services.

**Email Communications.** By making a purchase or providing your contact information, you consent to receiving electronic communications from us, including newsletters, promotions, and updates. These emails will be sent to the provided email address. You can opt out anytime by clicking on the "unsubscribe" link, though non-promotional emails related to your account or transactions may still be sent. You may withdraw consent, but this might affect access to certain services and updated information.

Force Majeure. Neither Party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or any delay in providing access to, fulfilling or performing any obligation under these Terms when such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, pandemics, epidemics, outbreaks of diseases, national emergencies and/or public health crisis, environmental crisis, climate related crisis, industrial disturbances such as labor shortages, strikes or work stoppages, server related issues such as data breaches, data losses, or cloud storage disturbances, power outages or disruptions to communication or internet services, third-party platform-related disturbances, disappearance or cessation of business by you and/or the Company, or acts of God ("Force Majeure Events"); provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, such as restoring full access to the Products and/or Services, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure Events when able to do so. If the Force Majeure Events continues for more than 30 days, either party may terminate this Agreement upon written notice to the other party. Please note a Force Majeure Events does not constitute a reason for a refund and none will be provided to you if you are unable to access and/or use the Products due to the Force Majeure Events.

## **SECTION 4: INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless Catalyst Collective its affiliates, providers, or related third-parties, and each of their respective representatives and agents, from and against any and all claims, losses, costs, damages, liabilities and expenses (including, but not limited to attorney's fees), arising from: your activities in connection with our Site, Products, and/or Services; your violations of these Terms; your improper or unauthorized use of our Site, Products, and/or Services; any claims or allegations that you transmit through or in connection with our Site, Product(s), and/or Services that infringes or violates intellectual property, privacy or other third-party rights; any unlawful or illegal conduct engaged by you under any state, federal or common law in connection with the use of or access to our Site, Product(s), and/or Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## SECTION 5: ERRORS, INACCURACIES AND OMISSIONS

Occasionally, there may be information on or in our Site, Products, or Services that contains typographical errors, inaccuracies, or omissions that may not be current or complete. We reserve the right to correct these errors, inaccuracies, or omissions at any time without prior notice. We also make no

representation or warranty as to the information provided, regardless of its source. We disclaim all liability for any inaccuracies, errors or omissions in that information.

We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our website, platform, Products, Services, and the like. It is your responsibility to check the appropriate Terms periodically for changes. Your continued access and/or use of the digital products/courses following the posting of changes constitutes your acceptances of those changes.

We also reserve the right to modify the contents and/or information on or in our Site, Products, and/or Services at any time, but we have no obligation to update any information or notify you of those changes. You agree that it is your responsibility to monitor changes to our Products, and/or Services.

## SECTION 6: DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Limitation of Liability. IN NO EVENT SHALL THE COMPANY, ITS REPRESENTATIVES, ITS PROVIDERS OR OTHER THIRD-PARTIES MENTIONED ON THIS SITE, OUR PRODUCT AND/OR SERVICES BE LIABLE FOR ANY DAMAGE WHATSOEVER RESULTING FROM OR RELATED TO YOUR USE OF OR ACCESS TO OUR SITE, PRODUCTS AND/OR SERVICES. YOU AGREE TO ABSOLVE US, OUR PROVIDERS AND OTHER RELATED THIRD-PARTIES FROM ANY AND ALL DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGE ARISING OUT OF OR RELATED TO YOUR USE AND/OR ACCESS TO OUR SITE, PRODUCTS AND/OR SERVICES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE OR INFORMATION PROVIDED IN OUR PRODUCTS AND/OR SERVICES IS TO STOP USING THIS SITE OR OUR PRODUCTS AND/OR SERVICES.

<u>Disclaimer of Warranties.</u> Without limiting the foregoing "Limitation of Liability" provision, this Site and Content is provided to you "AS IS" and the Company specifically DISCLAIMS ALL WARRANTIES OR ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SITE, PRODUCTS AND/OR SERVICES. FURTHER, WE DO NOT WARRANT THAT ACCESS TO THIS SITE, PRODUCTS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. No advice or information, whether oral or written, provided to you from us or any related third-parties shall create a warranty not expressly stated in these Terms.

We also reserve the right to modify or discontinue, either temporarily or permanently, our Site, Products, and/or Services, at any time, without notice. We may also impose limits on your use or restrict access to you to any part of the Site, Products, and/or Services without notice or liability. You consent and agree that we will not be liable to you or third-parties for any such modification, termination or suspension of us, or discontinuance of the same.

## **SECTION 7: RULES OF CONDUCT**

By using our Site, Products and/or Services you agree to adhere to the following Rules of Conduct. If you violate these Rules of Conduct, we reserve the right to remove you and any access you may have to our Site, Products and/or Services. Whether conduct violates our Rules of Conduct will be determined in our sole discretion.

Members must adhere to our <u>Community Guidelines</u>, which are incorporated by reference into these Terms.

**No Illegal Activity.** You may not use the Site, Products and/or Services for any illegal activity, including without limitation any kind of conduct that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

**No Fraud.** Yes, this is probably covered in the No Illegal Activity section above, but we want to make this very clear. Fraudulent activities in any capacity are strictly prohibited.

**No Bad Conduct.** Do not use our Site, Products and/or Services to transmit, distribute, send, or otherwise expose the Site, Products and/or Services or its viewers/users to viruses, worms, or any other code that may be deemed dangerous, harmful, or destructive in any manner. You are also not allowed to modify, reverse engineer, frame, mirror, or adapt any portion of the Site, Products and/or Services. You may not interfere with the Site's operations or make connection to the Site inoperable or transmit any viruses, worms, or harmful code.

**No Spamming.** You may not use our Site, Products and/or Services to engage in any activities that will result in sending spam to anyone.

**Be Civil.** You may only use our Site, Products and/or Services in a civil and respectful way at all times.

**No Exploitation.** You may not violate the Site's viewer's/user's rights to privacy or collect our viewer's/user's personal or non-personal information used or collected by us, without our express consent. You may not license, sell, resell, transfer or exploit your use or access to the Site, Products and/or Services, including without limitation sharing your login credentials with others, if applicable.

**No Impersonation.** You may not create a false identity or user account, impersonate another person or entity, or misrepresent yourself in any way to us.

**No Data Mining or Bots.** You may not use any data mining, robots, or similar data gathering or extraction methods.

No Use Other Than Intended. You may not use our Site, Products and/or Services for any purposes other than intended

**No Prohibited Content.** You may not use our Site, Products and/or Services in a manner that is libelous, slanderous, pornographic, obscene, unlawful, threatening, hateful, harmful, abusive, harassing, violent, predatory, defamatory, or otherwise objectionable, all of which shall be determined in our sole discretion.

These rules are designed to maintain a safe and respectful environment for all users. We appreciate your cooperation in upholding these standards while using our Site, Products and/or Services.

## SECTION 8: THIRD-PARTY LINKS AND/OR PRODUCTS

<u>Affiliate Links</u>. Our Site or Products may use affiliate links to promote certain Content, Companies, third-parties, and products or services. We use affiliate marketing to receive a commission, service and/or complimentary product for purchases made by you on the affiliate website using such links from our Site and/or Products. You accept liability for any and all harm or damages or benefits of clicking on the affiliate links contained on our Site and/or Products. We in no way guarantee the quality of the affiliate product or service provided by any third-party and bear no liability with respect to such product, service or experience.

<u>Links to Other Sites/Information.</u> Our Site or Products may contain links to other websites, which are not affiliate links. These links are only provided for the user's convenience. We do not endorse or verify the accuracy of the information contained on third-party websites accessed through these links. We in no way guarantee the quality of the third-party product or service and bear no liability with respect to such product, service or experience. Any questions or concerns regarding a third-party website or resources should be directed to the third-party. We bear no responsibility for any action or non-action you take associated with the third-party.

Catalyst Collective utilizes third-party platforms including Skool for community hosting. We are not responsible for the availability, functionality, or policies of these platforms.

Use of Artificial Intelligence (AI) Software/Applications. We offer suggested prompts to assist you in creating your own content. These prompts are provided for your convenience and inspiration, but we do not guarantee specific results or the accuracy of the AI-generated content produced from the prompts. The effectiveness of accuracy, and suitability of the prompts may vary based on your unique circumstances. You are solely responsible for reviewing, editing, and implementing the prompts and resulting responses to align with your brand and legal requirements. Our services and/or products are not a substitute for professional advice. We disclaim any liability for any damages or losses resulting from the use of the prompts and resulting responses.

## **SECTION 9: TESTIMONIALS**

Our Site, Products, and/or Services may contain testimonials by users of our Site or former customers or our Products and/or Services. The views and opinions expressed in these testimonials are solely those of the individual or business and do not reflect our views or opinions. We do not pay or compensate these individuals or businesses for their testimonials and are not affiliated with them. Individual results may

vary, and testimonials are not intended to represent or guarantee that you or anyone will achieve the same or similar result. All testimonials are provided by real persons with real life experiences, and may not represent a typical user's experience. We do not claim, and you should not assume, that all users will have the same results or experiences as those expressed in the testimonials. Your individual results may vary. We cannot and do not verify every detail of each Testimonial. We do not warrant or guarantee the accuracy, completeness, or reliability of any Testimonial.

## SECTION 10: FEEDBACK/REVIEWS

Any communication from you that is directed to us or is about us will not be privileged or confidential and may be shared with third-parties, subject to our Privacy Policy and the <u>Beacons Store Privacy Policy</u> & Stan Store Privacy Policy.

We own such communication from you and any such communication displayed on our Site, Products and/or Services, including without limitation social media posts, direct messages and emails and we will not provide credit to or pay royalties to any such unsolicited user content. We reserve the right to republish and use any such communication provided by you in whole or in part as necessary in our business operations and course of business. You agree to not communicate with us for any unlawful or illegal purpose.

## **SECTION 11: EARNINGS DISCLAIMER**

Any earnings, income, or financial claims or examples shown on our Site, Products and/or Services are estimates only, hypothetical scenarios, testimonials, and do not represent guarantees or promises of your actual, individual results of what is possible now or in the future. Past performance is not indicative of future results.

We make no income or financial claims or guarantees of any kind regarding financial outcomes or potential income based on your use of our Site, Products and/or Services (or our affiliate program, if any).

Your individual results will vary depending on a variety of factors, including without limitation your actions, lack of action, efforts, skills, market conditions, and individual circumstances. There is no guarantee that you will make any money using our offerings, and financial risks are involved.

We recommend carefully considering your own situation and conducting your own research before making any decisions.

# SECTION 12: RECORDINGS AND USE OF LIVE TRAINING SESSIONS

Consent to Recording and Use. By participating in live training sessions or events hosted by the Company, you acknowledge and agree that these sessions may be recorded and later used as pre-recorded lessons for educational purposes. You hereby grant the Company the irrevocable and unrestricted right to use, reproduce, distribute, display, and create derivative works from the recordings, including your voice, image, likeness and other attributes captured during these sessions and recordings.

<u>Ouestions and Participation.</u> If you ask questions or participate in discussions during live training sessions, you understand and consent to the recording of your voice, image, and likeness as part of the overall recording.

<u>Confidential Information</u>. The Company will make reasonable efforts to exclude any personally identifiable or sensitive information from the recordings before using them for pre-recorded lessons. However, it is your responsibility to avoid sharing any confidential or sensitive information during live sessions.

**Release of Information.** You understand that certain topics may be anonymously and hypothetically shared with others for training, supervision, mentoring, evaluation, further coach professional development, and/or consultation purposes. You consent to the release of this information provided it is released anonymously.

<u>Limited Use for Educational Purposes.</u> The recordings obtained from live training sessions will be used solely for educational purposes within the Company's business. The recordings may be made available to other members who were not present during the live session to benefit from the knowledge shared and future members.

<u>Withdrawal of Consent.</u> If you wish to withdraw your consent to the use of your voice, image, and likeness in the recordings, you must notify the Company in writing. Please note that this withdrawal will only apply to future use of the recordings and not to any recordings already in use.

## **SECTION 13: MEMBERSHIP TERMS**

In addition to the above Terms, this section will also apply to our membership, as follows:

<u>Scope of Work:</u> The scope of services and features included in our membership are accurately represented on the sales page at the time of purchase. Any additional services or features not explicitly listed on the sales page are not included in the program. In the event of any discrepancies or questions regarding the program's inclusions, the information on the sales page at the time of purchase shall serve as the primary reference and supersede any conflicting information from other sources.

<u>Updated and Modifications</u>. We reserve the right to update or modify the membership's content, features, or structure at any time. However, such updates or modifications will not diminish the value of the services already purchased, and any significant changes will be communicated to members in advance.

**Account Access.** You are responsible for maintaining the security of your account credentials and may not share or transfer your account access. Violation of these terms may result in immediate termination of your membership without refund.

<u>Termination of Membership.</u> We reserve the right to terminate your membership under the following circumstances:

- **A. Violation of the Terms and Conditions:** Failure to comply with the terms and conditions outlined herein may result in immediate termination of your membership without prior notice.
- **B. Non-Payment**: Failure to make timely payments for the membership fee may lead to suspension or termination of your membership.
- **C. Unlawful Use**: Engaging in unlawful or unethical activities while using our services may lead to the immediate termination of your membership.
- **D. Abuse of Services**: If we detect any abuse of our services or any action that may harm our platform or other users, we reserve the right to terminate your membership.

<u>Cancellation of Lifetime Access Membership</u>. Please note that once purchased, lifetime access memberships are non-cancellable and cannot be refunded beyond the initial 48-hour refund period. If you are within the first 48 hours of purchase and wish to cancel, you may request a refund by emailing us at catalystbizcollective@gmail.com.

After cancellation is complete you will lose access to all membership-related content, resources, and benefits on the platform.

<u>Modification of Membership Terms</u>. We reserve the right to modify, cancel, suspend or discontinue any aspect of the membership program, including membership fees, features, or benefits. In the event of a significant change, we will provide reasonable notice to active members.

<u>Community Rules of Conduct</u>. As a valued member of our community, you are required to adhere to the following rules of conduct while participating in discussions, forums, and any other interactive features of our membership program, if applicable. These rules are designed to ensure a positive and respectful environment for all members.

- Respectful Communication: Always engage in respectful and courteous communication with fellow community members, moderators, and administrators. Do not use language or engage in behavior that may be considered offensive, harmful, or discriminatory.
- **No Spam or Self-Promotion:** Do not engage in spamming or excessive self-promotion within the community. Promotion of external products, services, or websites should only be done in designated areas with permission from the administrators.

- Confidentiality and Privacy: Respect the privacy of other members and do not share their personal information without their explicit consent. Additionally, refrain from sharing any confidential or proprietary information about our Company or other members.
- Compliance with Laws and Regulations: Do not use the community platform to engage in any illegal activities or violate any applicable laws and regulations.
- **Be Supportive and Constructive:** Encourage a supportive and constructive environment by offering helpful insights, feedback, and assistance to other members. Avoid any behavior that may discourage or harm the community's spirit.
- **No Harassment or Bullying:** Harassment, bullying, or any form of intimidation is strictly prohibited. Treat all members with kindness and consideration.
- Report Inappropriate Behavior: If you encounter any behavior that violates these rules of
  conduct or makes you feel uncomfortable, promptly report it to the community moderators or
  administrators.
- **Moderator Decisions:** Respect the decisions of the community moderators and administrators. They have the authority to enforce these rules and may take appropriate actions to maintain the integrity of the community.
- Intellectual Property and Copyright: Only share content in the community that you have the right to use, and always give appropriate credit to the original creators when referencing their work.
- Compliance with Membership Terms: Ensure that all community interactions comply with the overall Membership Terms, as well as any additional guidelines provided by the Company.

<u>Guest Trainers</u>. We may occasionally invite guest trainers or experts to provide educational content, workshops, or live sessions as part of the membership benefits. The following terms apply to the live or guest trainers and their content:

- Trainers' Content and Liability: We strive to collaborate with reputable professionals, however, the Company disclaims all liability for the content, advice, or opinions shared by live or guest trainers, which is being offered solely for educational and informational purposes only and does not constitute nor should it be a substitute for professional advice or consultation. You should not act or refrain from acting based on the information provided during these live guest training sessions. Any views expressed by the trainers are solely their own and do not necessarily reflect the views of the Company.
- No Guarantees or Warranties: The Company does not endorse or guarantee the accuracy, completeness, or usefulness of any information or materials provided by guest trainers. Members should exercise their own judgment and discretion when implementing any advice or strategies shared during these sessions.
- Personal Use Only: Any materials, resources, or content provided by live or guest trainers during
  their sessions are for the sole use and benefit of the participating members. Members agree not to
  reproduce, distribute, resell, or otherwise exploit any such materials for commercial purposes
  without the express written consent of the trainers and the Company.
- Intellectual Property Rights: All intellectual property rights related to the materials provided by live or guest trainers remain the property of the respective trainers and the Company. Members are granted a limited, non-assignable, non-exclusive, non-transferable, revocable license to use

the materials solely for their personal or business purposes in connection with their membership. Any unauthorized use or distribution of these materials may result in termination of membership and potential legal action.

- **Indemnification:** Members agree to indemnify and hold harmless the Company and its affiliates from any claims, damages, liabilities, costs, or expenses arising out of or related to their use of the materials or content provided by live or guest trainers.
- Recording and Distribution: Members are strictly prohibited from recording, reproducing, or
  distributing any live sessions or guest trainer content without prior written consent from the
  Company.
- Modification or Cancellation of Trainer Sessions: The Company reserves the right to modify the schedule or content of live sessions and guest trainer events, or to cancel them entirely, at its discretion, with or without notice.

<u>Peer-to-Peer Support and Insights</u>. This membership features a peer lead community. While we encourage open and supportive discussions, it's important to understand that the information and opinions shared here are based on individual experiences and perspectives.

We disclaim any and all liability for any actions taken or decisions made based on such information. Always use your own judgment and seek professional guidance when making important decisions, especially since every situation is unique and what works for one person may not be right for another. For this reason, we cannot guarantee the accuracy, completeness, or effectiveness of any advice offered in the peer-led community. Users are responsible for the content they share, and we reserve the right to moderate discussions and remove content that violates our community guidelines.

### **SECTION 14: CONTACT US**

Questions or concerns about these Terms should be sent to us at: catalystbizcollective@gmail.com

## SECTION 15: COPYRIGHT NOTICE & LICENSE:

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## **SECTION 17: GENERAL DISCLAIMER:**

The information provided is for general educational and informational purposes only. It should not be relied upon or used as the sole basis for decision making related to your personal life or business, without consulting primary, more accurate, more complete or more timely sources of information. Also, we cannot guarantee any results from using our products and/or services. You acknowledge that your results will depend on your own efforts and other factors beyond our control.

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