

Being Boss Clubhouse 2.0 Agreement

Congratulations on joining the Being Boss Clubhouse 2.0. This is a legal contract between Being Boss, LLC (“Being Boss”) and you (“Client” or “You”). Please read it carefully; by signing the last page you agree to all of these contract terms.

Clubhouse Details

1. **What you Get:**
 - a. **Two-Day Retreat on the 27th and 28th of April 2017** with one-on-one coaching from Emily Thompson and Kathleen Shannon. This retreat will be held online. If you are not able to attend the retreat on this date, you may watch the replay, but you may not switch to a retreat at a later date. This is like buying a flight – we’re holding a seat for you, and if you miss it, you can’t just hop on the next one.
 - b. **Clubhouse** online community access for twelve (12) months.
 - c. **Clubhouse-only content** including secret episodes, monthly masterclasses, and a resource library.

2. **Payment Schedule.** You agree to pay Being Boss \$3,600 total for providing the above services. Being Boss will charge the credit card number you provide \$300 the day you pay your deposit, then for eleven (11) consecutive months beginning one month after you complete retreat onboarding. You agree to keep a valid credit card on file and update Being Boss as soon as possible if your credit card information changes. You also agree not to dispute these charges with your credit card company, so long as the transaction is in line with the terms in this contract. Being Boss reserves the right to terminate this agreement, including access to the Clubhouse and Clubhouse-only content, if these payments are not made.

3. **Cancellation; Early Termination Fees.** The value of the two-day retreat is spread over the twelve monthly payments. If you decide to cancel your membership in the Clubhouse before the end of twelve months, you may do so at any time. However, if you cancel your membership after participating in the retreat, you agree to pay and authorize Being Boss to charge your credit card on file no less than a total of \$2,000 as payment for the online retreat, minus payments already made (example – if you participate in the online retreat, then terminate after two months, and have paid \$600, you will be charged $\$2,000 - \$600 = \$1,400$ at that time).

4. **Refunds.** All payments are non-refundable.

General Terms

5. **Being Boss Intellectual Property.** Client acknowledges that Being Boss owns, or has permission to use, all copyrights, trademarks, and other intellectual property rights in any written or online materials, workshops, or videos (“Being Boss IP”) that may be used during the retreat, in the Clubhouse, or any related website or forum

hosted on any platform by Being Boss (“Being Boss Media”). Being Boss hereby grants Client permission to use Being Boss IP for their own personal use only. Client agrees not to copy, share, sell, or distribute any of these materials. If Client or its employees or agents copy, share, sell, distribute, or use Being Boss IP in any way not authorized by Being Boss, Client agrees to pay liquidated damages of five (5) times the total contract price to Being Boss.

6. **Confidentiality.** Being Boss agrees to keep all information *that you ask us to keep private* strictly confidential except in very rare circumstances where disclosure is required by law, for example when a court issues a subpoena for the file or information, or if you threaten to harm yourself, or others. You acknowledge that communications between you and any Emily Thompson, Kathleen Shannon, or any Being Boss employee, contractor, agent, or volunteer, are not covered by any doctor-patient privilege or other privilege.

You consent and agree that Being Boss may share case studies or #bossmoments from you or your business in any promotional or marketing materials online or in any media now known or unknown, including your name, business name, and/or image, without payment or compensation.

7. **Coaching is not health care.** By signing this agreement, Client acknowledges that Emily Thompson, Kathleen Shannon, and other Being Boss employees, contractors, agents, or volunteers are not licensed psychologists or health care professionals, and coaching is not intended as a substitute for psychological counseling, therapy, or professional health care advice.

8. **Your Intellectual Property and Participation in the Clubhouse.** If you submit, comment or post any materials (such as photos, videos or written content) to Being Boss, you represent and warrant that: (1) you are the owner of or have permission to share such materials; (2) you grant Being Boss a perpetual, royalty-free, worldwide non-exclusive license to use, copy, reproduce, publish, distribute, display and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (3) you grant Being Boss a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising. Being Boss does not claim any ownership rights in your materials.

Please choose carefully the materials that you upload to, submit to, or embed on Being Boss Media. Any material you post on Being Boss Media becomes public. You are responsible for your material and for any liability that may result from the material you post on Being Boss Media. You participate, comment, and post material on Being Boss Media at your own risk. Any communication by you on Being Boss Media, whether by leaving a comment or participating in a chat room, message board,

public forum, contact submission form or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

Being Boss, in its discretion, may delete or modify, in whole or part, any post, comment or submission to Being Boss Media. Being Boss does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. Being Boss neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on Being Boss Media. Being Boss shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on Being Boss Media.

- 9. Clubhouse Rules.** To access certain features of the Clubhouse, you may need a username and password. You agree to keep your username and password confidential. During the registration process, you agree to provide true, accurate, current and complete information about yourself. If Being Boss has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from Being Boss Media to any other person, Being Boss has the right to suspend or terminate your account and refuse any and all current or future use of Being Boss Media or any online material, in whole or part, in its sole discretion and *without refund*. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Being Boss Privacy Policy at <http://beingboss.club/privacy>.

You are strictly forbidden from the following:

- Causing damage to any Being Boss Media
- Using Being Boss Media for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using Being Boss Media to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using Being Boss Media to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from Being Boss Media
- Sharing private and proprietary information from Being Boss Media with anyone

else

Being Boss may, without notice, refuse access to Being Boss Media (in whole or in part), *without refund*, to any person that fails to comply with these Terms or for any other reason in its sole discretion.

10. **NO LIABILITY FOR OPINIONS, ADVICE, OR THIRD-PARTY MATERIALS.** Being Boss Media provide information only, and do not provide any financial, legal, medical or psychological services or advice. None of the content on Being Boss Media prevents, cures or treats any mental or medical condition. You are responsible for your own business and your physical, mental and emotional well-being, decisions, choices, actions and results. Being Boss disclaims any liability for your reliance on any opinions or advice contained in Being Boss Media.
11. **DISCLAIMER.** Being Boss cannot, and does not, guarantee particular results. Being Boss disclaims all warranties, express or implied, to the fullest extent permissible by applicable law. Being Boss does not guarantee that Being Boss Media will be available uninterrupted or error-free 24 hours a day. Being Boss will not be liable for any damages from your use of, or inability to use, Being Boss Media.
12. **Legal Terms.** This contract is governed by and construed in accordance with the laws of the State of Oklahoma, without giving effect to its conflict of laws. The nearest state and federal courts to Oklahoma City, OK shall have exclusive jurisdiction over any case or controversy arising from or relating to Being Boss Media, including but not limited to this contract. You agree to submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. Neither party may transfer its rights or obligations under this agreement to anyone else unless the other party agrees in writing. If any provision of this agreement is held invalid or unenforceable, the remainder of this agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The terms of this contract may only be modified in writing signed by both parties. In any dispute involving the subject matter of this agreement, whether or not in a formal court or arbitration proceeding, the prevailing party will be entitled to recover its full attorney's fees, expenses, and costs from the other party.

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

By entering my name and the date below, I assert that I have read, understood and agreed to this entire document.

Client Printed Name & Date

Client Signature