

Elevation Mastermind Online Terms of Service

Last Modified: February 16, 2022

The following ONLINE TERMS OF SERVICE (this “Agreement” or “Terms”) are entered into by and between you (“You,” “Participant,” or “User”) and Childcare Millionaires Association, LLC. (“Company”, “we”, or “us”).

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY USING OUR MASTERMIND PROGRAM OR PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM US, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE FULLY BOUND BY THESE ONLINE TERMS OF SERVICE IN ADDITION TO THE PRIVACY POLICY LOCATED AT [\[INSERT URL TO THE PRIVACY POLICY\]](#). YOU AFFIRM THAT YOU ARE AN END-USER AND THAT YOU ARE NOT PLACING AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY NOT INDICATED ON YOUR ORDER OR CONTRACT, AND THAT YOU ARE NOT PLACING AN ORDER FOR COMPETITIVE OR REGULATORY USE.

IF YOU DO NOT AGREE TO BE BOUND TO ALL OF THESE TERMS, DO NOT PURCHASE FROM US. YOUR FULL ACCEPTANCE OF THESE TERMS IS AN ESSENTIAL CONDITION TO OUR ALLOWING YOU INTO OUR PROGRAM AND/OR TO UTILIZE OUR SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE RESERVE THE RIGHT TO REFUSE SERVICE TO YOU AT ANY TIME.

CHILDCARE MILLIONAIRES ASSOCIATION, LLC RESERVES THE RIGHT TO REVISE THESE TERMS AND CONDITIONS AT ANY TIME. BY ACCESSING AND/OR USING OUR WEBSITE, GROUP COACHING PROGRAM (“PROGRAM”), ONLINE SYSTEMS AND/OR OUR SERVICES, YOU AGREE TO ACCEPT AND BE FULLY BOUND BY ANY SUCH REVISIONS WHEN THEY BECOME EFFECTIVE, WHETHER OR NOT YOU HAVE ACTUALLY REVIEWED THEM. IF YOU DO NOT AGREE TO ACCEPT AND BE FULLY BOUND BY THIS AGREEMENT, YOU SHOULD NOT AND ARE EXPRESSLY PROHIBITED FROM HAVING ANY USERS ACCESS WEBSITE, PROGRAM, ONLINE SYSTEMS AND/OR OUR SERVICES. YOU UNDERSTAND THAT YOU AS AN INDIVIDUAL, YOUR BUSINESS, AND ALL OF YOUR BUSINESS’ OWNERS WILL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR UNDERSTANDING AND UPHOLDING

THE TERMS OF THIS AGREEMENT, AND LIABLE FOR ANY BREACH, TO THE FULLEST EXTENT OF THE LAW.

Services

Company will provide to Participant the services as identified in the applicable Supplemental Terms of Service Agreement and any other agreement for services that explicitly incorporates these Terms (“Services” or “Program”).

Services may be provided one-on-one, virtually, and on-site, depending upon their nature and scheduling availability. Conferences and VIP days will be held in-person at various locations that are subject to change. We also reserve the right to convert any in-person event to a virtual event, on short notice, if we determine that circumstances warrant the change. No refunds will be given if we change an in-person event, therefore, you are ***strongly*** encouraged to purchase travel insurance and/or refundable travel accommodations.

Travel and hotel accommodations for on-site, in-person visits by us are not included and must be paid to us separately.

You will be responsible for any maintenance, fees, and upkeep of any websites, portals, or systems we create for you. You will be required to adhere to all requests for information and corresponding deadlines we may give you that are related to these custom creations. Failure to adhere to requested deadlines may result in your forfeiting the associated Service.

We reserve the right, in our sole discretion, with or without notice, to withdraw or amend the Program, Services, courses, content, resources, or other material we provide.

No refunds, credits, or rollovers for unused or forfeited Services will be provided.

Session Scheduling

The scheduling of custom Services will be determined by you and us based on a mutually agreed upon time. We will provide login/joining credentials for virtual sessions to you via email prior to your scheduled session. You must be on-time to all sessions as they will end promptly at the designated time, regardless of your arrival time.

If you are more than 15 minutes late to a session, you will be considered a no-show and your session will be forfeited. You will not be entitled to a refund, credit, or the ability to reschedule any missed, forfeited, or cancelled sessions.

Cancellations, Expirations, and Forfeitures

You must give forty-eight (48) hours prior notice via email to us via your coach if you need to cancel or change the time of a monthly scheduled virtual session. You must give us at least fourteen (14) calendar days prior notice via email to us via your coach if you need to cancel or change the time of a one-on-one or on-site quarterly session. We will make reasonable efforts to reschedule sessions that are cancelled in a timely manner.

If you either do not provide the necessary notice, arrive late, or fail to attend any scheduled Services session, that Service will be deemed forfeited by you.

Once expired, Services, which include bonuses, do not transfer or roll over. You must schedule your Services and pay any additional associated costs and fees *prior* to the expiration dates outlined in your Supplemental Terms of Service Agreement.

No refunds, credits, or rollovers for unused, forfeited, expired, or cancelled Services will be provided. No refunds, credits, or rollovers for travel or hotel accommodations you provide for your coach, you, or your staff for on-site in-person events will be allowed for unused, forfeited, or cancelled Services.

Term

Unless specified otherwise in the Supplemental Terms of Service Agreement, the term of this Agreement shall begin once your payment is received and shall continue until all services have been rendered or it is terminated in accordance with the termination terms herein below.

Relationship

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Participant with access to the Program, which provides education and information. The information contained in the Program,

including any interactions with the instructors, collaborators, or third parties designated by Company, is not intended as, and shall not be understood or construed as professional advice.

Forces Majeure

Neither we nor our assigns, employees, owners, agents, or other third-parties acting on our behalf will be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in our performance under this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national, state, or local emergency, revolution, insurrection, epidemics, pandemics, lockouts, strikes, labor disputes (whether or not relating to our workforce), restraints or delays affecting carriers, inability or delays in obtaining supplies of adequate or suitable materials, telecommunication breakdowns, or power outages.

COVID-19

Participant understands that COVID-19 is a highly contagious and potentially lethal virus for which there is no known cure. Participant understands that COVID-19 can impact anyone of any age and of any fitness level, regardless of any underlying health issues, and that it may cause long-term or even permanent physical injury or death.

PARTICIPANT AND ITS REPRESENTATIVES AND DESIGNEES UNDER THIS AGREEMENT VOLUNTARILY, KNOWINGLY, AND EXPRESSLY ASSUMES ANY AND ALL RISK THAT MAY RESULT FROM IN-PERSON INTERACTION WITH OTHERS IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RISK OF EXPOSURE TO COVID-19 AND THE POSSIBLE TRANSMISSION OF COVID-19 TO OTHERS.

Fees and Payment

Participant understands that it is responsible for all payments for the entire term. All payments fees for the Program must be paid in full and are non-refundable. Participant understands that if the Company accepts payments in the form of a monthly fee, this does not convert the Agreement to a monthly subscription plan.

If the Participant utilizes fewer Services than provided within the Program in a particular period, the Participant expressly agrees that it will not receive a rollover or similar credit in the following period for any unused Services in the previous period.

Furthermore, if the Participant requires additional Services than provided in the Program in any particular period, the Company will provide those extra Services only upon pre-agreed terms and conditions, including additional payment, provided for under a separate agreement.

Participant agrees that all fees, including any applicable taxes, for which it is responsible for, will be debited from a bank account or charged to a credit card. FOR BANK DEBIT OR CREDIT CARD PAYMENT, PARTICIPANT HEREBY AUTHORIZES COMPANY TO AUTOMATICALLY AND ON A RECURRING BASIS DEBIT THE BANK ACCOUNT OR CHARGE THE CREDIT CARD, AS THE CASE MAY BE, THAT HAS BEEN DESIGNATED BY PARTICIPANT IN ACCORDANCE WITH THE SIGNED CREDIT CARD/ACH AUTHORIZATION FORM, THE TERMS OF WHICH FORM ARE EXPRESSLY INCORPORATED HEREIN. Participant may be assessed additional fees and costs if Participant's bank debit or credit card are declined for any reason.

Waiver or tolerance by us of any delay in payment of any fee shall not be construed as waiver of any future such payment delay.

No Chargebacks and Defaulted Payments

Participant agrees to reimburse Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment. Participant further understands and agrees that its company and all its owners shall be jointly and severally liable for all payments and obligations under these Terms, and as such, will be subject to any disclosure and collection efforts.

Participant agrees and understands that all payments, including but not limited to credit card charges, checks, and wire transfers, for the purchase of any products or services of Company are irrevocable and may not be charged back now or in the future, by Participant or Participant's credit card company, banking institution, or payment processor. Participant's initiating a chargeback is a material breach of this Agreement for which Company shall be entitled to attorney fees and the costs and fees associated with addressing a chargeback, in addition to the amount challenged.

If a payment reversal/chargeback is initiated by Participant or on Participant's behalf and Company is not fully reimbursed for the reversal/chargeback within ten (10) calendar days, Company reserves the right to turn those charges and Participant's information over to third parties for collection and/or report Participant to one or all credit reporting agencies, in addition to pursuing other legal remedies, which Company hereby explicitly reserves. Company shall

have at its sole disposal any other legal remedy in accordance with this Agreement Company independently chooses to pursue for any collection against Participant.

Notwithstanding anything in this Agreement to the contrary, Company explicitly reserves the right to use and disclose Participant's, Participant's business', and Participant's business' owners' personal and sensitive information to third parties to the extent reasonably necessary to collect payments and enforce Company's rights under this Agreement. The information disclosed may include, but is not limited to, names, email addresses, purchase date, purchase amounts, and billing addresses related to Participant's account.

Participant further agrees that Company providing proof of Participant's purchase from Company is all that is necessary to establish the legitimacy of any charge to Participant's credit card agency, banking institution, or payment processor, and is therefore sufficient support documentation to deny any chargeback/payment reversal initiated by Participant or on Participant's behalf.

The terms in this section shall survive termination of the Agreement.

Information Disclosure to Third Parties and Collections

Notwithstanding anything in this Agreement to the contrary, Company reserves the right to use and disclose Participant's personal and sensitive information to third parties to the extent reasonably necessary to fulfill Company's obligations and enforce its rights under this Agreement. Company will not otherwise use, sell, rent, transfer, distribute, or otherwise disclose or make available Participant's information for Company's own purposes or for the benefit of anyone other than Participant. Participant hereby irrevocably consent to Company sharing Participant's personal and/or identifying information to third parties, including but not limited to, collection agencies and credit bureaus, in order collect or report any monies owed by Participant under this Agreement.

Code of Conduct

Compliance, respect, and the adherence to all applicable laws and regulations remain core value of our Company. We have enacted and Participant hereby agrees to adhere to the following Code of Conduct when engaging with others in the Program:

Treat all other participants and users fairly, equally, and with respect. Participants shall refrain from personal attacks and shall not infringe upon the legitimate intellectual property rights of

others. Participants agree to give credit to the originators of ideas and not share the posts of others without written permission.

Furthermore, the following conduct is strictly prohibited:

- Sharing defamatory, abusive, profane, threatening, offensive, or illegal material.
- Disseminating discriminatory, hostile, or intimidating messages, whether based on a person's race, ethnicity, culture, national origin, social or economic class, educational level, sex, sexual orientation, gender identity and expression, age, size, family status, political belief, religion, or mental or physical ability.

Confidentiality

The Company respects the privacy of its clients and other participants and will take reasonable steps not to disclose any information Participant provides except as set forth in this Agreement. As a condition of purchasing and participating in the Program, Participant hereby agrees to respect the privacy of other Program participants and to respect the Company's confidential and proprietary information.

Specifically, Participant shall not share, record, take images of, sell, disassemble, decompile, create derivative works from, or otherwise use any information provided by other Program participants outside of the bounds of the Program unless Participant receives express written permission from such other participant to use the information.

Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other confidential and sensitive information. Participant hereby agrees not to share the information provided to you in the Program with anyone other than the Company, its owners and employees, and other Program participants. Participant further agree to not to share, record, take images of, sell, disassemble, decompile, create derivative works from, or otherwise use any information obtained from Company through the Program, absent the express written permission from an authorized representative of Company.

Participant must choose carefully the materials that it uploads to, submits to, or embeds on any website operated by the Company and any third-party forums operated by the Company, including those on social media. Any material Participant posts on the Company's website or in any third-party forums managed by the Company may become public.

By posting or submitting any material in the Program, such as questions, comments, posts, photos, images, videos or other contributions, Participant is representing to Company that it is

the owner of and has the right to post or submit all such materials, and that Participant is at least 18 years old.

Participant is also granting Company, and anyone authorized by Company, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display Participant's contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting Company the right to make it part of Company's current or future Program or other content. This right includes granting Company proprietary rights or intellectual property rights under any relevant jurisdiction without any attribution, further permission from Participant, or compensation by Company to Participant. Participant acknowledges that Company has the right but not the obligation to use any contributions from Participant and that Company may elect to cease the use of any such contributions in the Program at any time for any reason.

Waiver

No waiver by Company of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by a duly authorized representative of Company. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Commitment

The Participant expressly acknowledges that fees for the entire duration of the Program are fully owed upon execution hereof, even if the Company accepts payment for the Program in installments.

Rates Subject to Change

Company expressly reserves the right to change its rates, services offered, and the composition of its service package, with or without notice to Participant. Notwithstanding anything to the contrary, the prices agreed upon in Participant's applicable Supplemental Terms of Service shall continue to apply for the duration of the Term, but are subject to increases upon contract renewal.

Company also reserves the right to update these Online Terms at any time with written notice to you. You expressly acknowledge and agree to be fully bound by all changes.

New Products or Updates

Periodically, Company may incorporate product updates and new releases with respect to the Services offered. All product updates and new releases shall be governed by the same terms and conditions of this Agreement.

Intellectual Property

Participant is granted a limited, non-exclusive, non-transferable, revocable license to access and use Company's Program, Content, and Resources (as the terms "Content" and "Resources" are defined below), and any other materials available for download in connection with the Program, strictly in accordance with these Terms.

As a condition of Participant's use of the Program, Participant agrees that it will not use the any of the Program's related resources ("Resources") for any purpose that is unlawful or prohibited by these Terms. Participant agrees not to use the Program or Resources in any manner that could damage, disable, overburden, or impair Company's website, or interfere with any other party's use and enjoyment of the Program, or infringes upon the rights of any third party. Participant may not obtain or attempt to obtain any materials, information, or any other thing through any means not intentionally made available or provided for through the Program.

The Company may also provide various resources on its website or thorough other means, which include content accessible by providing an e-mail address or identifying information (the "Freemium Content"), and various templates and/or forms for download and/or sale in connection with the Program ("Forms").

All content provided in connection with the Program, including but not limited to text, graphics, logos, images, as well as the compilation thereof, Freemium Content, Forms, Resources, and any software used in connection with the Program (all such information shall be referred to as the "Content"), is the property of the Company or its suppliers and protected by copyright and other intellectual property laws. Participant's access to Content does not result in a transfer of any intellectual property to Participant. Participant agrees to observe and abide by all intellectual property laws, copyright and other proprietary notices, legends, and other restrictions contained in Content, and will not make any changes thereto.

Participant shall not modify, publish, transmit, reverse engineer, participate in the transfer or

sale, create derivative works, or in any way exploit in whole or in part any of the Content or Resources.

The Courses, Content, and Resources are not for resale. Participant's access to the Courses, Content, and Resources does not entitle Participant to make any unauthorized use thereof, and Participant will not delete or alter any proprietary rights or attribution notices therein.

Participant will use the Program, Courses, Content, and Resources solely for its individual, non-competitive use as an end-user, and will make no other use thereof without the express written permission of the Company and the copyright owner. Participant agrees that it does not acquire any ownership rights in any protected material. Company does not grant Participant any licenses, express or implied, to the Program, Content, Resources, or other intellectual property of the Company or our licensors except as expressly authorized by these Terms.

Participant hereby agree that any infringement of Company's intellectual property rights and misuse of the Resources, Program, Courses, or Content shall result in an immediate termination of the license granted hereunder in addition to other remedies contained in this Agreement, including but not limited to, the legal remedies available to Company in both law and equity. To be clear, if Participant violates Company's intellectual property rights or misuse any of Company's protected content, Participant's access to the Program, Resources, Courses, and Content will be terminated immediately, and Participant shall not be entitled to any refund of any portion of the fees paid and/or owed.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. All other names, logos, product and service names, designs and slogans on affiliated websites are the trademarks of their respective owners. Participant agrees not to use such marks without the prior written permission of the Company or of their respective owners.

Accessing the Program and Account Security

We reserve the right, in our sole discretion, with or without notice, to withdraw or amend the Program, Services, courses, content, resources, or other material we provide. We will not be liable if for any reason all or any part of the Program is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Program, or the entire Program, to users, including registered users. We reserve the right to do any of the foregoing at any time, for whatever reason, and without explanation before, during, or after we do so, although we will use our best efforts to provide notice of substantive changed to the Program where possible.

To access the Program, Courses, Content, Resources, or any of the materials the Program offers, you may be asked to provide certain registration details or other information. It is a condition of

your use of the Program and any resources downloaded in connection with the Program that all the information you provide is correct, current, and complete. Any incorrect, obsolete, or incomplete information may be grounds for termination of your access to the Program and/or cancellation without refund of any payments you have made in connection with the Program.

If you choose, or are provided with, a username, password, or other piece of information as part of our security procedures, you agree to agree to treat such information as confidential, and not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Program or portions of it using your username, password, or other security information. You agree to notify us immediately of any suspected unauthorized access to or use of your username or password or any other suspected breach of security. You also agree to ensure that you exit and log out from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Email and Other Electronic Communications

Visiting our website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email or posted on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. We will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications because of a court order. We also cannot guarantee that we will be in a position to give you notice of any such court ordered disclosure.

Use of Communication Services

The Program may include bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large, with us, or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the Program.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services or to the Website at any time without notice for any reason whatsoever including but not limited to violations of any of your obligations in the preceding paragraph.

The Company reserves the right at all times, without notice at any time, to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the substance of any

messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials. The Company reserves the right to terminate your access to any or all of the Communication Services or to the Program at any time without notice for any reason whatsoever including but not limited to violations of any of your obligations in these Terms.

Links to Third-Party Websites, Services, and Software Applications

The Program may contain links to third-party websites, services, and software applications (“Linked Content”). The Linked Content are not under the control of the Company and the Company is not responsible for the contents of any Linked Content, including without limitation any link contained in a Linked Website, or any changes or updates to Linked Content. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Linked Content site or any association with its operators.

By using the Linked Content, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service, or functionality on behalf of the Program’s users and customers.

We are not responsible for examining or evaluating the content or accuracy of Linked Content and we do not guarantee and will not have any liability or responsibility for any materials, products, or services you receive from or any interaction you experience in connection with such Linked Content. Please carefully review the terms of use, privacy policies, or other legal documents provided by such Linked Content before you use them or engage in any transaction. You agree that any complaints, claims, concerns, or questions regarding such Linked Content should be directed to the owner of such content.

Warranties

Company is not responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of any Services that the Participant may purchase or connect to through the Program, or any descriptions, promises or other information related to the foregoing. It is the sole responsibility of the Participant to ensure that its employees and staff have adequate training.

All Services and information provided hereunder are for the convenience of the Participant alone and are for informational purposes only. Participant assumes all responsibilities and liability associated with utilization or implementation of any information obtained from the Program. The content and resources found and available for download through the Program are not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice and you agree to use any such content or resources at your own personal, professional, commercial, and legal risk. Company expressly disclaims all warranties for the information provided under the Program, including warranties of fitness for a particular purpose.

Participant understands that it is getting access to information only and that **NO RESULTS ARE GUARANTEED.**

COMPANY DOES NOT REPRESENT THAT THE PROGRAM OR COMPANY'S SERVICES WILL MEET PARTICIPANT'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM OR COMPANY'S SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PARTICIPANT ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE PROGRAM AND COMPANY'S SERVICES AND THEIR ABILITY TO MEET THE NEEDS OF PARTICIPANT AND THE NEEDS OF PARTICIPANT'S BUSINESS. COMPANY DISCLAIMS, AND PARTICIPANT HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY CLAIMS ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. PARTICIPANT MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF COMPANY, ITS AFFILIATES OR THEIR RESPECTIVE THIRD-PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE PROGRAM OR COMPANY'S SERVICES WITHOUT COMPANY'S EXPRESS PRIOR WRITTEN CONSENT.

Non-Disparagement

Participant agrees that they will not engage in any conduct or communications with a third party, public or private, designed to disparage Company. Neither Participant nor any of Participant's associates, employees, agents, representatives, or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, publish, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, participants, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

Participant further agrees that neither they nor anyone acting on their behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned Company, its Program, operations, clients, customers, employees, vendors, products, or services without the prior written consent of an authorized representative of Company.

Termination

The Company reserves the right, in its sole discretion, to suspend or terminate any Participant's or their user's access to the Program and the related services or any portion thereof at any time, if any Participant becomes disruptive to the Company or other Program participants, fails to follow the Code of Conduct, or otherwise violates this Agreement. Participants shall not be entitled to a refund of any portion of the fees in the event of such termination, and Participants shall continue to be responsible for any unpaid fees that would have been payable to Company in the event Participant's participation in the Program had remained intact, absent any renewals. If Company terminates a Participant's ability to participate in the Program due to their disruption, failure to follow the Program guidelines, malfeasance, wrongdoing, or violation of this Agreement, all rights, licenses, privileges, and benefits granted to that Participant under this Agreement shall be immediately revoked and Participant shall return all content they received related to the Program back to Company. Any Participant's further use of the Program, its contents, or intellectual property shall be considered Unauthorized Use and shall be subject to any liquidated damages and other remedies that may be specified in this Agreement. The restrictions imposed on Participants in these Terms with respect to the Program intellectual property will still apply now and in the future, even after termination by Participant or the Company.

The terms in this section shall survive termination.

Indemnification

PARTICIPANT SHALL INDEMNIFY AND HOLD COMPANY COMPLETELY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OR LIABILITY (INCLUDING ALL COSTS, EXPENSES AND REASONABLE ATTORNEY'S FEES IN DISPOSING OF AND DEFENDING ANY SUCH CLAIMS, DEMANDS OR LIABILITY) ARISING OUT OF ITS PARTICIPATION IN THE PROGRAM, EXCEPT TO THE EXTENT THAT THE CLAIM, DEMAND, OR LIABILITY IS A RESULT OF COMPANY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD COMPANY THE BROADEST PROTECTION PERMITTED BY LAW.

YOU ALSO HEREBY AGREE TO INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS OR REGULATORY ACTIONS, INCLUDING COSTS, FINES, EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING FROM OR IN ANY MANNER RELATING TO ACTIONS BROUGHT BY YOU OR OTHERS IN CONNECTION WITH YOUR MISCONDUCT OR BREACH OF CONTRACT. THIS INDEMNIFICATION PROVISION IS TO BE READ TO AFFORD COMPANY THE BROADEST PROTECTION PERMITTED BY LAW.

THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Assignment

This Agreement may not be assigned by Participant without the prior written consent of Company. Any attempted assignment, delegation, or transfer of this Agreement by Participant to a third party hereto in violation hereof shall be null and void. Company shall have the right to assign this Agreement and any or all of its rights and/or obligations under this Agreement to any parent, subsidiary, or other affiliate, or to any entity that is a successor in interest pursuant to a merger or acquisition with or of any division or all of Company without the Participant's written consent. Subject to the foregoing limitation upon assignment, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and the respective heirs, personal and legal representatives, successors and assigns of the Parties.

Arbitration

WITH REGARD TO ANY CLAIMS YOU MAY HAVE NOW OR IN THE FUTURE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, OUR COMPANY, OUR PRODUCTS, OR OUR SERVICES, YOU HEREBY EXPRESSLY AGREE TO WAIVE ANY RIGHT TO TRIAL BEFORE A JURY OR JUDGE IN A COURT OF LAW AND TO PRESENT SUCH CLAIM ONLY THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING:

THESE TERMS AND ALL RELATED DOCUMENTS, PROGRAMS, INCLUDING ALL EXHIBITS ATTACHED HERETO, AND ALL MATTERS ARISING OUT OF OR RELATING TO THESE TERMS, WHETHER SOUNDING IN CONTRACT, TORT, OR STATUTE, ARE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF TEXAS.

UNLESS REMEDIES HAVE BEEN EXPLICITLY PROVIDED FOR OTHERWISE IN THESE TERMS AND THE AGGRIEVED PARTY CHOOSES TO ENFORCE ITS RIGHTS IN ACCORDANCE AND EXCLUSIVELY WITH THOSE REMEDIES, AND EXCLUDING SUITS FOR INJUNCTIVE RELIEF AND THE ENFORCEMENT OF AN AWARD, THE ONLY MEANS FOR RESOLVING ADVERSARIAL DISPUTES ARISING OUT OF THESE TERMS SHALL BE AS FOLLOWS:

FOR ANY DISPUTE, CLAIM OR CONTROVERSY UNDER \$25,000 IN VALUE ARISING OUT OF OR RELATING TO THESE TERMS, OR THE BREACH THEREOF, ANY SUCH DISPUTE SHALL BE RESOLVED BY ARBITRATION ADMINISTERED BY FAIRCLAIMS (WWW.FAIRCLAIMS.COM) IN ACCORDANCE WITH ITS SMALL CLAIMS RULES & PROCEDURES EFFECTIVE AT THE TIME A CLAIM IS MADE, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

FOR ANY DISPUTE, CLAIM OR CONTROVERSY AT LEAST \$25,000.01 IN VALUE ARISING OUT OF OR RELATING TO THESE TERMS, OR THE BREACH THEREOF, ANY SUCH ARBITRATION ADMINISTERED BY FAIRCLAIMS (WWW.FAIRCLAIMS.COM) IN ACCORDANCE WITH ITS FASTTRACK RULES & PROCEDURES FOR CLAIMS OVER \$25,000 EFFECTIVE AT THE TIME A CLAIM IS MADE, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

EACH PARTY HEREBY EXPRESSLY CONSENTS TO ANY SUCH DISPUTES BEING SO RESOLVED BY THESE ARBITRATION TERMS, AND THAT ALL PROCEEDINGS BE EXCLUSIVELY CONDUCTED REMOTELY. IF REMOTE ATTENDANCE IS NOT AVAILABLE, ALL ARBITRATION HEARINGS SHALL BE CONDUCTED IN ANY

SUITABLE FACILITY LOCATED IN THE HOUSTON, TEXAS AREA. YOU HEREBY CONSENT TO ELECTRONIC SERVICE OF PROCESS, WITH SERVICE TO BE MADE TO THE EMAIL ADDRESS THAT COMPANY HAS ON FILE FOR YOU.

JUDGMENT ON THE AWARD RENDERED IN ANY ARBITRATION HEARING SHALL BE BINDING, NON-APPEALABLE, AND ENTERED IN ANY COURT HAVING JURISDICTION. THE ARBITRATOR SHALL HAVE THE POWER TO RULE ON HIS OR HER OWN JURISDICTION, INCLUDING ANY OBJECTIONS WITH RESPECT TO THE EXISTENCE, SCOPE, OR VALIDITY OF THE ARBITRATION TERMS OR TO THE ARBITRABILITY OF ANY CLAIM OR COUNTERCLAIM. THE ARBITRATOR SHALL HAVE THE POWER TO DETERMINE THEIR OWN JURISDICTION AND THE EXISTENCE OR VALIDITY OF A CONTRACT OF WHICH AN ARBITRATION CLAUSE FORMS A PART. SUCH AN ARBITRATION CLAUSE SHALL BE TREATED AS AN AGREEMENT INDEPENDENT OF THE OTHER TERMS OF THE CONTRACT. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL BE SEVERED AND THE REMAINING ARBITRATION TERMS SHALL BE ENFORCED.

YOU FURTHER AGREE TO AND DO HEREBY WAIVE ANY RIGHT TO CLASS ARBITRATION AND AGREE, INSTEAD, TO CONDUCT AN ARBITRATION RELATED SOLELY TO ANY INDIVIDUAL CLAIMS YOU AND/OR ANY ENTITY RELATED TO YOU ASSERTS AGAINST THE COMPANY.

EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN COSTS ASSOCIATED WITH ARBITRATION.

IN THE EVENT THAT ARBITRATION IS INAPPLICABLE OR IMPOSSIBLE, ALL PARTIES AGREE THAT CROSBY COUNTY, TEXAS WILL BE THE SOLE AGREED VENUE FOR LITIGATION NECESSARY TO ENFORCE THIS AGREEMENT. HOWEVER, NOTHING IN THIS AGREEMENT OR IN THESE ARBITRATION TERMS SHALL PREVENT ANY PARTY FROM APPLYING TO AND OBTAINING FROM ANY COURT HAVING JURISDICTION A TEMPORARY INJUNCTION, PRELIMINARY INJUNCTION, PERMANENT INJUNCTION, OR OTHER EQUITABLE RELIEF AVAILABLE TO PREVENT IMMEDIATE LOSS. ANY PARTY SHALL ALSO BE ENTITLED TO FILE IN ANY COURT HAVING JURISDICTION ANY SUIT NECESSARY TO ENFORCE A DECISION OR AWARD RESULTING FROM AN ARBITRATION PROCEEDING.

THE PARTIES AGREE THAT THE OBLIGATIONS CONTAINED WITHIN THIS SECTION WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

International Users

The Service is controlled, operated, and administered by the Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Company Content accessed through the Website in any country or in any manner prohibited by any applicable laws,

restrictions, or regulations.

Entire Agreement

Unless otherwise specified herein or in your Supplemental Terms of Service Agreement with us, these Terms along with the Supplemental Terms of Service Agreement and Privacy Policy, constitute the entire agreement between the Participant and the Company with respect to the Program and Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Participant and the Company. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any incorporated attachments or exhibits, the following order of precedence shall be applied: the main body of the Supplemental Agreement shall be considered first, this Online Terms of Service shall be considered second, attachments referenced in the Supplemental Agreement shall be third, and attachments referenced in these Online Terms of Service shall be considered last.

Contact Us

The Company welcomes your questions or comments regarding the Terms:

Childcare Millionaires Association, LLC
12028 Crosby Lynchburg Crosby, TX 77532

Email: info@childcaremillionaires.com