

TERMS AND CONDITIONS

By registering for Growth Accelerator: Business Brief edition (the “Program”) offered by All Rise LLC d/b/a HeatherJoyHubbard.com (the “Company”), you (the “Participant,”) agree and consent to the following legal terms and conditions that govern your participation in the Program and that form a legal agreement between you and the Company.

PROGRAM DETAILS

The Program includes online videos and downloadable worksheets focused on ideal clients, offers, branding, messaging, marketing and sales to grow a service-based business. Upon completing the videos and exercises, you submit a detailed Questionnaire and attend a private 90 minute online meeting with Heather Hubbard. Afterwards, Company will send you a customized Business Brief outlining your suggested plan, which you may edit and revise as you choose. There are no rounds of revisions by Heather or Company.

PURCHASING REQUIREMENTS

You must be at least 18 years of age or older to purchase this Program. The Program is available for individual purchase only. You are expressly prohibited from sharing access to the Program with anyone else except business partners with at least a 50% share of ownership. Additionally, you have no right to assign this Agreement as this Program is non-transferable.

PAYMENT AND REFUNDS

Participant agrees to pay the fees listed on the checkout page (“Payment”). Participant is responsible for paying for the Program in full and for providing Company with a valid credit card or other payment method. Participant also agrees that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If any payment is returned or declined, Participant must immediately provide another valid form of payment. If Participant fails to make a payment or remains in default of any payment owed for greater than ten (10) days, the Company may take any combination of the following actions: (i) immediately suspend access to the Program and any other services provided under the Agreement; (ii) require the remaining balance owed under the Agreement be paid in full; and/or (iii) terminate the Agreement for breach in which event the Participant will still be required to pay the balance owed to the Company.

Participant agrees to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment. Similarly, if Participant files a chargeback claim against the Company for any money previously paid pursuant to the terms of this Agreement, and does not withdraw the chargeback claim within fourteen (14) business days or otherwise reimburse the Company for the total value of the chargeback claim filed against the Company, plus any merchant processor, bank, or other fees incurred by the Company as a result of the

chargeback claim, Participant agrees to reimburse the Company for all collection and/or legal fees and expenses incurred in recovering the total value of the chargeback claim.

CANCELLATION, RESCHEDULING, AND REFUNDS

Cancellations, rescheduling, and refunds are not permitted and vouchers for future programs will not be provided. Company has limited spots available each month and is relying on Participant to show up as scheduled. Except in rare emergencies that Company may choose to excuse in its sole discretion, Participant is not entitled to reschedule their session and will forfeit their right to an individual session without refund if they fail to attend as scheduled.

INTELLECTUAL PROPERTY

This Program includes materials protected by copyright, trademark and other intellectual property laws. Such materials include but are not limited to written text, workbooks, videos, audio recordings, photos, designs and graphics. Any reproduction or unauthorized use shall constitute infringement. Duplicating, sharing or uploading Program files to sharing sites is considered stealing and the Company will prosecute such misconduct to the fullest extent permitted by law.

The Company provides you with this Program solely for your personal, noncommercial use and you agree that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with this Agreement. You will not use the Program in a manner that constitutes infringement or that has not been authorized by the Company. More specifically, you may view, download, print, email and use these materials for your personal, noncommercial purposes only. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from the Program for commercial purposes. Additionally, you may not modify, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit or distribute in any manner or medium, including by email or other electronic means, any material from the Program.

CONFLICTS AND CONFIDENTIALITY

Company agrees to keep confidential all information disclosed by you and will not disclose any such information to any other party without your written consent unless required by law.

Notwithstanding the foregoing, the parties fully understand that Company provides strategic advisory and consulting services to numerous business owners, many of whom may be considered competitors. Many strategies may appear the same or overlap in some ways. You agree that your participation in the Program and any confidential information disclosed to Company shall in no way prevent or prohibit Company from working with any other client, even if a direct competitor, or otherwise being restricted from offering any advice or strategy to any other client, even if seen as competitive.

PRIVATE ACCESS

To access certain features of the Program, you will be provided a link and password to access a private portal and online rooms. You agree to keep this information confidential and not share it with anyone else. If the Company has reasonable grounds to suspect that you have shared your username and password with anyone else, or forwarded Program material to any other person, the Company has the right to suspend or terminate your participation, customer account and refuse any and all current or future use of the website and online courses, in whole or part, without refund.

INDIVIDUAL RESPONSIBILITIES

Participant is responsible for watching the Program videos, completing the assigned exercises, timely submitting the pre-session Questionnaire, and timely attending the online session. If Participant fails to do the pre-work, meet deadlines, or show up fully, it will negatively affect their Business Brief.

Company does not guarantee any results, income, success, or satisfaction. Results are based on many factors including the market and economy, as well as your level of effort, skills, personality, knowledge and other factors. Ultimately, you are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results.

Company is not responsible for your success or failure. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program. Company shall not be liable for any direct or indirect damages resulting from any opinions offered, including but not limited to adverse consequences arising from specific referrals, advice given, or any action taken while in the Program.

The Company cannot and does not guarantee that Participant will achieve any particular result or earnings from participation in the Program, and Participant expressly acknowledges that results and earnings differ for each individual.

Although Company may recommend third-party products or services, it is your responsibility to fully vet such third parties before entering into any transaction or relationship with them.

Participant understands and agrees to exhibit appropriate behavior at all times while participating in the Program. Company may dismiss Participant, without refund, should Participant's behavior endanger the safety of or negatively affect the Program or any person. If, in the Company's sole discretion, Participant's conduct in the Program violates this Agreement in any way, Participant agrees that the Company may immediately and permanently terminate Participant's participation in the Program without any refund.

PRIVACY AND WEBSITE TERMS OF USE

This Agreement includes and incorporates by reference as if fully stated herein the Privacy Policy and Terms of Use available at www.heatherjoyhubbard.com. You may also request a copy by contacting support@heatherjoyhubbard.com or All Rise LLC, P.O. Box 158654, Nashville, TN 37215.

Participant acknowledges that there is an inherent risk in all forms of electronic communication, and communications between Participant and the Company or other participants, facilitators, or coaches may be unlawfully intercepted by third parties not under Company's control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and its owners, employees, agents, contractors and interns harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THE INFORMATION, PRODUCTS AND SERVICES OFFERED IN THE PROGRAM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ANY PROGRAM WEBSITE OR ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PART OF THE WEBSITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF YOUR USE, INABILITY TO USE, OR PURCHASE OF THE PROGRAM. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM. NOTWITHSTANDING THE FOREGOING, ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PROGRAM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITED OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflict of laws. The state and federal courts located in Davidson County, Tennessee shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program. You hereby submit to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defense of forum non conveniens.

CONSTRUCTION OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.