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## **Agreement for Offering Live Seminars**

| Effective Date:  |
|--|
| THE AGREEMENT: This Agreement for Offering Live Seminars (hereinafter, 'Agreement") is made by and between, hereinafter referred to as "Seminar Provider" and you, further defined below, as a participant in or attendee of the Live Seminar, also defined below.   |
| All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern your attendance to and/or participation in the Live Seminar.  |
| Article 1 - DEFINITIONS:   |
| A) The parties referred to in this Agreement shall be defined as follows:  |
| I) Seminar Provider, us, we: Seminar Provider, as the creator and operator of the Live Seminar, is responsible for providing the Live Seminar publicly. Seminar Provider, us, we, our, ours and other first-person pronouns will refer to the Seminar Provider, as well as, if applicable, all employees and affiliates of the Seminar Provider. |
| II) You, the attendee, the participant: You, as the attendee of or participant in the Live Seminar, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as attendee or participant.   |

III) Parties: Collectively, the parties to this Agreement (Seminar Provider and you)

will be referred to as Parties and individually as Party.

B) The Live Seminar details are as follows:

| I) Seminar Name:  |
|---|
| II) Seminar Description:  |
|   |
| III) Total Fees ("Fees"): \$2 (two US dollars)  |
| IV) Seminar URL:  |
| V) Dates and Times of Seminar Offerings:  |
|   |
|   |
| Article 2 - ASSENT & ACCEPTANCE:  |
| By attending or participating in the Live Seminar, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please do not attend or participate in the Live Seminar or cease your attendance and participation, if ongoing. Seminar Provider only agrees to provide the Live Seminar to you if you assent to this Agreement. |
| Article 3 - AGE RESTRICTION:  |
| You must be at least 18 (eighteen) years of age to attend or participate in the Live Seminar. By attending or participating in the Live Seminar, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. Seminar Provider assumes no responsibility or liability for any misrepresentation of your age.  |
| Article 4 - REFUNDS:  |
| The refund policy for the Live Seminar is as follows:   |
|   |
| Refund requests made outside this policy will not be considered.  |

# **Article 5 - LICENSE TO ACCESS AND USE MATERIALS:**

We may provide you with certain information, documents, writings, graphics, or any combination of the above (the "Materials") as a result of your attendance and participation in the Live Seminar. The Materials have been developed by Seminar Provider. Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your attendance and participation in the Live Seminar. The Materials may not be used for any other purpose. You may not share or sell the Materials with others. You may not post the Materials online. You may solely and exclusively view the Materials for personal use.

## **Article 6 - LIVE SEMINAR TERMS:**

At the completion of the Live Seminar, you will receive a certificate evidencing your participation in, and completion of, the Live Seminar.

We do not offer any promises or guarantees with regard to our Live Seminar or Materials. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Live Seminar, the Materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;
- C) We are not liable for any result or non-result or any consequences which may come about due to your participation in the Live Seminar;
- D) This Live Seminar does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

### Article 7 - MEDIA RELEASE:

You acknowledge and agree that during the Live Seminar, you may be subject to photographs, video, sound recordings, or other media captures of your face, name, voice, or likeness. In consideration for your participation in the Live Seminar, you hereby and irrevocably consent to the use, publication, distribution, broadcasting, reproduction, live-streaming, editing, recording, posting, copyrighting, licensing, digitization, and/or rerelease of the Released Media, as defined below, by the Seminar Provider, as well as any employees, affiliates, associates, representatives, or agents (collectively referred to

as the "Release Receiver") for any legal reason or purpose, including but not limited to social media, commercial products, education, materials, video footage, sales, marketing, or any other medium in any form that has been or will be invented.

The Released Media will include, but is not limited to, all photographs, videos, sound recordings, paintings, sculptures, and all other media currently known or hereinafter developed, captured of you or your likeness during the Live Seminar by the Release Receiver.

You hereby release the Release Receiver from any and all claims and demands arising out of or in connection with any use of the Released Media, including, without limitation, claims for privacy violations, right of publicity claims, defamation and/or any other intellectual property rights. You claim no ownership of the Released Media and forego any opportunity, whether past or present, to copyright or trademark the Released Media.

You give consent to the use of this Released Media while knowing and understanding that your name, comments, and other identifying factors may be revealed to the general public. However, the Release Receiver may not make known to any party in any medium your known or previously known location, email or physical address, or any other contact details, such as phone number.

## **Article 8 - INTELLECTUAL PROPERTY:**

You agree that the Materials, the Live Seminar, any online properties belonging to the Seminar Provider (such as websites, social media pages, etc.), and any other such created intellectual property is the property of the Seminar Provider, including all copyrights, trademarks, trade secrets, patents, and any other intellectual property ("Provider IP"). You agree that the Seminar Provider owns all right, title and interest in and to the Provider IP and that you will not use the Provider IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Provider IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Seminar Provider.

#### Article 9 - OBLIGATIONS:

As an attendee and participant in the Live Seminar, you will be asked to undertake and complete the following obligations:

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## **Article 10 - PAYMENT & FEES:**

As noted above, the total Fees for the Live Seminar are as follows: \$2 (two US dollars).

Payment plans are available for the payment of the Fees. Such payment plans are structured as follows:

\_\_\_\_

If payment is not complete by the first day of the Live Seminar, you will forfeit your place in the Live Seminar.

### Article 11 - ACCEPTABLE USE:

You agree not to:

- A) Harass, abuse, or threaten others or otherwise violate any person's legal rights;
- B) Violate any intellectual property rights of the Seminar Provider or any third party;
- C) Perpetrate any fraud;
- D) Engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- E) Publish or distribute any obscene or defamatory material;
- F) Publish or distribute any material that incites violence, hate, or discrimination towards any group;
- G) Unlawfully gather information about others.

## **Article 12 - AFFILIATE MARKETING & ADVERTISING:**

We engage in affiliate marketing whereby we receive a commission on or percentage of the sale of goods or services in conjunction with the Live Seminar. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation.

## **Article 13 - NO LIABILITY:**

The Live Seminar is provided for informational purposes only. You acknowledge and agree that any information received by you as a result of or through the Live Seminar, or in the Materials, is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Live Seminar is at own risk. We do not assume responsibility or liability for any advice or other information given in the Live Seminar.

#### **Article 14 - INDEMNIFICATION:**

You agree to defend and indemnify the Seminar Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Live Seminar, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if we wish.

## **Article 15 - TERM, TERMINATION & SUSPENSION:**

We may terminate this Agreement with you at any time for any reason, with or without cause. We may also deny your entry into any Live Seminar event, at our sole and exclusive discretion. If we do so, any funds paid will be refunded. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

This Agreement will otherwise terminate at the conclusion of the Live Seminar.

Article 16 -

Article 17 -

#### Article 18 - GENERAL PROVISIONS:

A) LANGUAGE: All communications made or notices given pursuant to this

Agreement shall be in the English language.

- B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Live Seminar, you agree that the laws of Alabama shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: \_\_\_\_\_\_, Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.
- C) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: \_\_\_\_\_\_. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
- D) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, by assigned, sold, leased or otherwise transferred by Seminar Provider, the rights and liabilities of Seminar Provider will bind and inure to any assignees, administrators, successors, and executors.
- E) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- F) NO WAIVER: In the event that we fail to enforce any provision of this Agreement,

this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

- G) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- H) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- I) FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- J) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: \_\_\_\_\_\_.