

# DIVINE LIVING PRODUCTIONS, INC. TERMS OF AGREEMENT

By clicking "I Agree", emailing your statement of agreement, entering your credit card information, or by signing this agreement on this page or reverse, or otherwise enrolling, electronically, verbally, or otherwise, in the course, you ("Client") are entering into a legally binding agreement with Divine Living Productions, Inc, a Florida Corporation ("Company"), according to the following terms and conditions:

**COMPANY'S SERVICES.** Upon execution of this Agreement, electronically, verbally, written or otherwise, the Company agrees to render services related to education, seminar, consulting, coaching, and/or business coaching (the "Program"). The terms of this Agreement shall be binding for any further goods/ services supplied by Company to Client. Parties agree that the Program is in the nature of coaching and education. The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Company's website as part of the Program. Company reserves the right to substitute services equal to or comparable to the Program for Client if the need arises.

**COMPENSATION.** Client agrees to compensate Company according to the payment schedule set forth on Company's website, or via email, or Payment Schedule and the payment plan selected by Client (the "Fee") or otherwise noted in this agreement. Company shall charge a 5% (five-percent) late penalty to all balances that are not paid in a timely manner by Client.

**REFUNDS.** Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee. If client cancels attendance of the Program for any reason whatsoever, Client will receive no refund.

**CHARGEBACKS AND PAYMENT SECURITY.** To the extent that Client provides Company with credit card(s) information for payment on Client's account, Company shall be authorized to charge Client's credit card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any charge backs to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on charge backs and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

**NO RESALE OF SERVICES PERMITTED.** Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Company's prior written consent.

**NO TRANSFER OF INTELLECTUAL PROPERTY.** Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Company's intellectual property for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

**LIMITATION OF LIABILITY.** By using Company's services and enrolling in the Program, Client releases Company, its officers, employers, directors, and related entities from any and all damages that may result from anything and everything. The Program is only an educational/coaching service being provided. Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transactions. Regardless of the previous paragraph, if Company is found to be liable, Company's liability to Client or to any third party is limited to the lesser of: (a) the total fees Client paid to Company in the one month prior to the action giving rise to the liability, and (b) \$1000. All claims against Company must be lodged with the entity having jurisdiction within 100 days of the date of the first claim or otherwise be forfeited forever. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from, including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client agrees that use of Company's services is at Client's own risk.

**DISCLAIMER OF GUARANTEE.** Client accepts and agrees that she/he is 100% responsible for her/ his progress and results from the Program. Client accepts and agrees that she/he is the one vital element to the Program's success and that Company cannot control Client. Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Company and its affiliates disclaim the implied warranties of titles, merchantability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same results.

**COURSE RULES.** To the extent that Client interacts with Company staff and/or other Company clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. Client agrees to abide by any Course Rules/Regulations presented by Company. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

Divine Living values each of our members and has taken the time to curate this peer group where great connections can be made for joint venture partners, friendships, sharing of resources and genuine sisterhood. However, what this community is not intended to be, is a platform for members to pitch their services or recruit clientele. Over the years we have found that not enforcing this can greatly affect the dynamics of the community and create unhealthy boundaries for members to potentially have their own clients sitting in the same room as they are being coached by Gina.

By signing below and enrolling in any Divine Living Productions, Inc program you are agreeing to partner with us in fostering an environment that is safe and promotes growth for everyone. By doing so, you agree to not work with anyone in the community by taking them on as a client or becoming their client on a paid or unpaid basis.

**MEDIA RELEASE/CONSENT TO USE LIKENESS, IMAGES AND STORY.** Frequently Company creates still photographs, video and audio recordings of Company's events, which are broadcast through various media and used for various purposes including advertising, marketing, teaching, and other such uses.

By enrolling in this agreement, client grants Company, its agents, its affiliates, and its successors the irrevocable and unrestricted right to use, produce, and reproduce Client's name, all still photographs, video images, audio records, or other such images, for the purposes of publication, promotion, illustration, advertising, teaching, trade, in any manner or in any medium, in perpetuity. Client hereby releases Company from any and all claims and liability relating to said images, audio or video. To the extent that Client makes any statements or disseminates any information during an interview, lecture, or Q&A portion of the program, Client furthermore allows such statements to be used, with or without her name, for the purposes set forth herein. Client waives any rights to compensation based on the foregoing release.

**USE OF COURSE MATERIALS.** Client consents to recordings being made of courses and the Program. Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client. Client consents to its name, voice, and likeness being used by Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client.

**NO SUBSTITUTE FOR MEDICAL TREATMENT.** Client agrees to be mindful of his/her own well-being during the course and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

**TERMINATION.** In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due here under shall be immediately due and payable. Company shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Company, Client shall be barred from using any of Company's services.

**CONFIDENTIALITY.** The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs. Company agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with Client, during discussion with Client, the coaching session with Company, or otherwise, without the written consent of Client. Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

**NON-DISPARAGEMENT.** In the event that a dispute arises between the Parties or a grievance by Client, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

**INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Company, Company's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

**CONTROLLING AGREEMENT.** In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Company, Company's representatives, or employees, the provisions in this Agreement shall be controlling.

**CHOICE OF LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of Florida, Miami-Dade County, pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the nonprevailing party in order to enforce the provisions of this Agreement.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties. **SURVIVABILITY.** The ownership, noncircumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

**SEVERABILITY.** If any of the provisions contained in this Agreement, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

**OTHER TERMS.** Upon execution by clicking "I agree," or emailing a statement of agreement, or signing below, or on the reverse of this document, the Parties agree that any individual, associate, and/or assign shall be bound by the terms of THIS AGREEMENT. A facsimile, electronic, or e-mailed executed copy or acceptance of this Agreement, with a written or electronic signature or statement, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

Signature \_\_\_\_\_ Date: \_\_\_\_\_