

## Client Agreement

Everything you need to know about our policies, logistics, scheduling, Voxer, WhatsApp, refunds, your responsibility, and much more is set out in this Client Agreement.

Please give this agreement a close read and print it out for your reference.

This Services Agreement (this “**Agreement**”), dated as of the date recorded when this Agreement is agreed to and submitted by Client on the KU website (the “**Effective Date**”), is by and between Kassi Underwood, LLC, a New York limited liability company (“**KU**”) and KU’s client whose name and address appear on the form submitted with this Agreement (“**Client**” and together with KU, the “**Parties**”, and each a “**Party**”).

WHEREAS, KU is in the business of providing informational services (“**Services**”) and programs (“**Programs**”) and associated products (“**Products**”) and program materials (“**Program Materials**”) to support clients in reaching their own goals by helping clients devise and implement positive, sustainable lifestyle changes; and

WHEREAS, Client desires to retain KU to provide the said Services, Programs, Products, and Program Materials, and KU is willing to provide the same, under the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KU and Client agree as follows:

1. Applicability; Intent to Enter Binding Agreement. This Agreement shall apply in connection with all past, present, and future Services, Programs, Products, and Program Materials provided by KU to Client. By clicking “I Agree,” submitting this form, emailing Client’s statement of agreement, entering Client’s credit card information, signing or typing Client’s name below, or otherwise enrolling in or purchasing, electronically, verbally, or otherwise, the Products, Programs, Services, or Program Materials, Client agrees and understands that Client is entering into a legally binding agreement with KU with the terms and conditions set out in this Agreement.
2. Services. KU shall provide to Client the Services, Programs, Products, and Program Materials from time to time in exchange for payment of the amounts set out by KU for such Services, Programs, Products and Program Materials, including, without limitation, any of same provided via the KU website (the “**Website**”).
3. Client Obligations. Client agrees to the following obligations in connection with the Services, Programs, Products and Program Materials.

3.1. Client may only purchase Products, Programs, Services, or Program Materials, including without limitation online courses and subscriptions, if Client is at least 18 years of age. By accepting these terms, Client represents and warrants that they are at least 18 years of age.

### 3.2. LOGISTICS: Scheduling Sessions, Missed Sessions, Voxer, WhatsApp

(a) **Private Sessions.** Clients purchasing a Private 1:1 Package with Kassi will have two scheduled 1:1 sessions per month for 6 months lasting up to 75 minutes each (as well as impromptu calls as needed); and Money Metaphysics For Maverick Womxn (“MMMW”) Intensive subscribers will receive one 1:1 session per month lasting up to 60 minutes each with either Kassi or a staff coach depending on the version of the program purchased. Private sessions are audio-only. Client shall be five minutes early to all private sessions. Sometimes KU personnel will have a prior call that runs overtime. If Client comes to the Zoom session and KU personnel have not yet arrived, Client should wait and will still receive the full coaching time.

(b) **Scheduling Private 1:1 Sessions.** If private sessions are included in Client’s program, **all such sessions must be completed within 200 days of Client’s registration date, and any appointments not scheduled to be completed within such time period shall be forfeited. Client is responsible for scheduling all appointments using the link provided in their confirmation email and must complete scheduling all of their private sessions within 10 days of registration. Any sessions from Client’s package or program not scheduled within the 10 day period after registration shall be forfeited.**

(c) **Cancellation Policy.** In the event Client is unable to make a session after registering, Client is responsible for cancelling 48 hours prior to the session and rescheduling their appointment still within 200 days of their registration date and within the same monthly schedule set out in their program or package. If Client receives one call per month as part of their program, client will be responsible for rescheduling their call within the same month; calls will not rollover. Except as explicitly set forth in this Section, Client will forfeit the session without refund unless Client cancels more than 48 hours in advance. There is a link at the bottom of the appointment confirmation email that reads “Change/Cancel Appointment.” Click this link and follow the instructions provided to cancel or change an appointment time at least 48 hours before the session is scheduled to begin. In the event of Client’s absence or withdrawal from a session, for any reason whatsoever, Client will forfeit the rest of the session, unless Client either reschedules their session using the online system 48 hours in advance or, if extenuating circumstances prevent them from rescheduling the session themselves using the online system, emails KU at office [at] kassiunderwood [dot] com to request a new appointment time. As a courtesy, we have reserved *one* appointment per package or program for emergencies or extenuating circumstances during which a client can reschedule under 48 hours before the session begins. KU

will do its best to reschedule promptly but cannot guarantee that an appointment will be available soon. Clients should email office [at] kassiunderwood [dot] com to make their one extenuating scheduling request.

(d) **Group Calls.** Client is expected to be five minutes early to group calls and to mute Client's audio upon arrival. If Client is able to attend during a brief period of the group call only and needs coaching, Client should contact office [at] kassiunderwood [dot] com at least 24 hours before the call begins to let us know what time you can attend and KU will do its best to set aside time to give Client direct coaching during that time. Clients may also email questions to office [at] kassiunderwood [dot] com a minimum of 24 hours in advance to be answered on the group call. (Questions submitted less than 24 hours in advance may not be answered on the call.) In the event that Client is unable to attend a group call, Client is responsible for watching replays, except in the event of an unrecorded training or workshop. No refund will be provided if Client is unable to attend a group call.

(e) **How Clients Should Prepare for Sessions and Keep Records.** In both group and private sessions, client's preparation and record keeping is an important determinant of the results. Client is responsible for tracking and maintaining the momentum of their own projects and all assignments given by KU personnel. Client should provide and maintain a digital notebook, easily sharable with their teacher or coach (such as a Google Doc), in which Client can make notes about each project, task, and assignment and carry out any task or assignment throughout their program or package. This digital notebook should track the entire trajectory of their progress; Client may request suggestions from KU personnel as to how to organize such a document. Client should prepare for each session by completing any assignment, work, or tasks set for Client at the previous session and generating questions and insights to share. If the Client has questions regarding an assignment, work, or task, they can contact office [at] kassiunderwood [dot] com, and KU personnel may be able to provide assistance remotely. **By executing this Agreement, Client agrees to request assignments and track them between sessions (group and private) and arrive at each session (group and private) equipped with assignments completed to the absolute best of their ability and questions about next steps.**

(f) **Voxer.** If your package or program includes Voxer support, Client will receive access to communicate with KU over Voxer. In most cases, KU will reply within 48 hours of receiving the Client's message (omitting and excluding weekends and Friday after 5 p.m. Eastern Time). KU is not available by Voxer between 5 p.m. Eastern Time each Friday and 9 a.m. Eastern Time the following Monday. Client is solely responsible for reaching out to KU with questions or to receive support. Client's voice notes must be under two minutes (120 seconds) and should be limited to one note at a time until KU responds. KU may be unavailable by Voxer at times, including for vacations, holidays, and when

**attending to family requirements and, in such situation, will endeavor to notify Client in advance.**

(g) ***WhatsApp.*** The MMMW group is expected to have a WhatsApp group chat. KU may participate in and/or moderate these discussions in its sole discretion but is under no obligation to do so, and KU shall not be at all responsible for the content of the WhatsApp discussion or the behavior of group members in WhatsApp. Client agrees that Client will not give advice over WhatsApp. Although Client understands and agrees that KU shall not be at all responsible for the content posted in WhatsApp chats, KU in its sole discretion has the power to remove, or may ask participants to remove, imagery or language that could be construed as racist, sexist, homophobic, xenophobic, or otherwise offensive. Client also understands and agrees that at all times in the WhatsApp chat, Client shall not (a) teach, coach, or give advice to other members of the chat, (b) share links to or information about other coaching programs, or (c) engage in any other actions or conduct prohibited by KU, which KU may alter or amend at any time in its sole discretion.

(h) KU may remove any user from a KU-organized WhatsApp group at any time in its sole discretion. In the event Client declines to renew their participation in a group with a WhatsApp group chat, Client shall remove themselves from the WhatsApp group text, or shall be removed by KU, and not access such chat.

(i) ***Suspension of Services.*** Although it is unlikely, KU may suspend the provision of Programs, Products, Services, and Program Materials, including to fix technical problems or make minor technical changes, to update content to comply with relevant changes in the law or other regulatory requirements, or to make other changes to the content. If KU needs to suspend available of the content for any reason, KU will, if reasonably possible, inform the client in advance of the suspension or, if advance notice is not reasonably possible, KU will inform Client as soon as reasonably possible after suspension. If the suspension is expected by KU to last more than 30 days, or if the suspension does in fact last more than 30 days, the Client may cancel this Agreement.

(j) ***Course Materials.*** KU may make suggestions as to any equipment, books, videos, or other materials or items that Client should read, view, purchase, or otherwise acquire. Such materials shall be the sole responsibility of Client, and KU shall not be required to provide such materials or items to the Client.

### **3.3. Conduct**

(a) Client agrees not to use the Programs, Products, Services, or Program Materials in any way that causes or is likely to cause the Programs, Products, Services, or Program Materials, or access to any of them, either to be interrupted, damaged, or

impaired in any way. Client is solely responsible for all electronic communications and content sent from Client's computer to the Website and to KU.

(b) Client agrees to conduct itself in a responsible and courteous manner at all times during Client's participation in the Programs, Services, and Products. Client further agrees not to disrupt or be offensive or cause distress to either the coaches or other clients. If Client breaches this clause, then KU will notify Client thereof. If Client fails to take remedial action or is found by KU, in its sole discretion, to be in continued breach of this clause, then KU may terminate the Client's participation in the Program, Product, or Service and permanently exclude the Client from the same. No refund will be due to Client in these circumstances. Client understands and agrees that KU's decision regarding this provision, made at KU's sole discretion, will be final.

(c) Client will use the Programs, Products, Services, or Program Materials for lawful purposes only. Client will not use the Programs, Products, Services, or Program Materials in any of the following ways:

(i) For fraudulent purposes or in connection with a criminal offence or to otherwise carry out any unlawful activity;

(ii) To send, use, or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene, menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that otherwise may injure others;

(iii) To send, negatively impact, or infect KU's Programs, Products, Services, or Program Materials with (A) software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, (B) commercial solicitation, (C) chain letters, or (D) mass mailings or any spam, in any case whether intended or not;

(iv) To cause annoyance, inconvenience, or needless anxiety;

(v) To impersonate any third party or otherwise mislead as to the origin of Client's contributions; or

(vi) To reproduce, duplicate, copy, share, teach, or resell any part of KU's content, practices, Programs, Products, Services, or Program Materials except to the extent explicitly authorized by this Agreement or agreed to by KU in a signed writing.

#### 4. KU's Limited Role + Client's Full Responsibility

4.1. KU's content will change based on the Program at KU's sole discretion, but may include, without limitation or obligation, access to videos, worksheets, audio, handouts, and other materials as well as live coaching and teaching calls with KU.

4.2. KU's Programs, Products, Services, and Program Materials are for informational purposes only. Client takes full responsibility for Client's life and wellbeing, as well as the lives and wellbeing of Client's family and associates, and all decisions made during and after this program, and Client agrees that KU shall not in any way be responsible or liable for any of the same.

4.3. Client understands and agrees that KU is not acting in the capacity of a business or financial advisor, doctor, licensed physician, psychologist, psychiatrist, dietician-nutritionist, counselor, teacher, educator, or other licensed and/or registered health or education professional.

(a) Client understands that information received from KU should not be seen as medical or nursing advice and is not meant to take the place of seeing licensed professionals. Client understands that KU does not prescribe medication; provide health care, medical or nutrition therapy services; or diagnose, treat, or cure any disease, condition, or other physical or mental ailment of the human body. **While KU may offer information regarding behavior, health, diet, and physical activity, Client is still responsible for checking with their doctor, therapist, or provider before undertaking any actions or omissions regarding Client's behavior or health.** Client must provide for themselves adequate medical and psychiatric care as their situation merits and keep their physician(s) informed. KU may make dietary or other lifestyle suggestions, but Client must fully consult Client's clinician(s) before making lifestyle, behavioral, dietary, or other changes. Client accepts all responsibility for consulting a clinician, doctor, therapist, or other provider. Client understands that any information given by KU is not meant to take the place of advice by the professionals mentioned above. If Client is under the care of a health care professional or currently using prescription medications, Client should discuss any dietary changes or potential dietary supplement use with his or her doctor and should not discontinue any prescription medications without first consulting their doctor.

(b) For some clients, the transformational process and transformation information can bring trauma to light or bring up uncomfortable feelings. Clients are responsible for seeking holistic support and taking care of their own mental health during this time. No refunds shall be granted if Client is unable to continue the program for mental health reasons or for any other reason.

(c) KU provides information related to business, finances, and experiences in business and life; however, KU's Programs, Products, Services, and Program Materials are not to be perceived or relied upon in any way as business, financial, or legal advice. The information provided through KU's Programs, Products, Services,

and Program Materials is not intended to be a substitute for professional advice that can be provided by Client's own accountant, lawyer, or financial advisor. KU is not giving financial or legal advice in any way. Client is hereby advised to consult with Client's own accountant, lawyer, or financial advisor for any and all questions and concerns Client has regarding Client's own income and taxes pertaining to Client's specific financial and/or legal situation. Client agrees that KU is not responsible for Client's earnings, the success or failure of Client's business decisions, the increase or decrease of Client's finances or income level, or any other result of any kind that Client may have as a result of information presented to Client through KU's Programs, Products, Services, and Program Materials. Client is solely responsible for Client's results. If Client works with a financial advisor or business coach, Client should consult with these professionals, and Client understands that Client takes full responsibility for choices made throughout the work with KU.

4.4. KU provides Client with practices, content, information, and in some cases direct guidance toward a dramatic and meaningful personal transformation. Client understands and agrees that KU has not and does not make any representations as to the health, physical, mental, emotional, spiritual or health benefits, future income, expenses, sales volume, or potential profitability or loss of any kind that may be derived as a result of Client's participation in this Program, Product, Services, or Program Materials. KU cannot and does not guarantee that Client will attain a particular result, positive or negative, financial or otherwise, through the use of KU's Programs, Products, Services and Program Materials and Client accepts and understands that results differ for each individual. KU also expressly disclaims responsibility in any way for the choices, actions, results, use, misuse, or non-use of the information provided or obtained through any of KU's Programs, Products, Services, or Program Materials. **Client agrees that, as between Client and KU, Client is solely responsible for Client's results**, and KU is not liable or responsible in any way for Client's results.

4.5. KU will decide which coach to assign to each coaching session at KU's sole discretion, unless Client was promised in writing a certain coach, in which Client will work with such coach. Different coaches may lead different sessions of the same Program, Product, or Service.

5. Fees and Expenses; No Refunds; No Chargebacks.

5.1. In consideration of the provision of the Services by the KU and the rights granted to Client under this Agreement, Client shall pay the fees set forth in KU's then current fee schedule, which KU may change from time to time in KU's sole discretion. All fees will be prepaid upfront by Client, prior to the provision of any of the corresponding Programs, Products, Services, or Program Materials by KU.

5.2. KU may from time to time change the prices and fees for the Programs, Services, Products, and Program Materials. Changes in price will not affect any content

that the Client has already purchased but will apply to any subsequent renewal or new subscription or purchase. KU will inform Client of any change in price at least 10 days before the change takes effect. If Client does not agree to the change, Client may cancel the contract on five days' written notice.

5.3. All late payments shall incur a 5% late charge. Such payments shall also bear interest at the lesser of the rate of 2% per month or the highest rate permissible under New York law, calculated daily and compounded monthly. Client shall also reimburse KU for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under this Agreement or at law (which KU does not waive by the exercise of any rights hereunder), KU shall be entitled to suspend the provision of any Services if the Client fails to pay any amounts when due hereunder. If Client does not make any payment due to KU within 10 days of written notice from KU, KU may cancel this Agreement, and any outstanding sums due to KU will remain due and payable.

5.4. **No refunds will be provided for any reason. This is a community of badasses who are each 100 percent committed to using this program as it is intended and who take complete responsibility for their decisions and their achievable results. There are no “backdoors” in this work. KU wants Clients to know that every other person in this community is entirely dedicated to their transformation.** For that reason and because of the extensive time, effort, preparation, and care that goes into creating and/or providing KU's Programs, Products, Services, and Program Materials, **no refunds will be granted for any reason unless otherwise required by applicable law.** Client understands and agrees that KU does not offer refunds for any portion of Client's payment for any of KU's Programs, Products, Services, and/or Program Materials, and Client agrees that, except to the extent required by applicable law, no refunds will be provided to Client at any time. By using and/or purchasing any of KU's Programs, Products, Services, or Program Materials, Client understands and agrees that all sales are final and “as-is,” and no refunds will be provided. Upon execution of this Agreement, Client shall be responsible for the full extent of the fees for any Programs, Services, Products, or Program Materials purchased by Client. If Client cancels attendance for any reason whatsoever, Client will receive no refund. KU does not offer refunds for any portion of Client's payment for any of our Programs, Products, Services, Program Materials, and, except as required by applicable law, no refunds will be provided to you at any time. In the event Client makes a purchase or renewal by mistake, Client must inform KU immediately and not attempt to access any Programs, Products, Services, or Program Materials. Client understands and agrees that if Client has accessed any Programs, Products, Services, or Program Materials after a purchase or renewal, KU will not offer any refund, and the Client will continue to have access to the materials purchased for the remainder of their subscription period.

5.5. To the extent that Client provides KU with credit card information for payment on Client's account, KU shall be authorized to charge such credit card or cards for any unpaid charges on the dates set forth herein. If Client uses a multiple-payment plan to make payments to KU, KU shall be authorized to make all charges at the time they are due and shall not require separate authorization in order to do so, such authorization having being provided by this Agreement. **Client shall not make any chargebacks via their credit card company or other payment service to KU's account without KU'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 KU or cancel the credit card provided to KU without notifying KU in advance and providing an alternate credit card for payment.**

6. Disclaimer of Warranties; Assumption of Risk.

6.1. Disclaimer of Warranties

(a) **KU endeavors to deliver relevant, factual, and beneficial information and an out-of-this-world experience for you. However, for legal purposes and in recognition that each person must be 100% responsible for their own lives, KU MAKES NO WARRANTIES AS TO ITS PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. CLIENT AGREES THAT PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, KU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. KU DOES NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. KU DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAMS, PRODUCTS, SERVICES OR PROGRAM MATERIALS OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.**

(b) It is not possible to determine the amount of time or the number of Programs, Services, Products, or Program Materials that Client will need to achieve the results Client desires, or whether Client will get such results during the time we work together. KU may, at times, make recommendations to Client or provide other

advice or input regarding Client's progress toward Client's goals, but KU cannot make any guarantees or promises with respect to such recommendations, advice, or input.

(c) KU endeavors to present Client with accurate, up-to-date information, but because the nature of information is constantly evolving, KU cannot be held responsible or accountable for the accuracy of KU's content. Client understands and agrees that such information may contain inaccuracies or errors and that KU is not liable for any such inaccuracies or errors to the fullest extent permitted by law. Client is encouraged to do Client's own research and draw Client's own conclusions.

(d) KU may provide recommendations to other products or services or links to other websites maintained by third parties that may take Client outside of its Programs, Products, Services or Program Materials. These recommendations and links are provided for Client's convenience and the making of any recommendation by KU or its employees or representatives, or the inclusion of any link in the Programs, Products, Services or Program Materials to any other website does not imply KU's endorsement, sponsorship, or approval of that product, service, provider, website, or its owner. KU does not endorse and is not responsible for the views, opinions, facts, advice, or statements provided by external resources referred by KU or referenced in KU's website or its content, or their accuracy or reliability. KU assumes no responsibility for damages, torts, conduct, errors, or omissions caused by other parties or websites that may be included in the Programs, Products, Services or Program Materials. KU has no control over those parties or websites and accepts no responsibility for any loss, damage, or otherwise that may arise from Client's purchase or use of them. KU does not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is Client's responsibility to review the terms and conditions and privacy policies of any linked websites or referred products or services to confirm that Client understands and agrees with those policies.

(e) KU cannot guarantee that Client's access to, or the availability and delivery of, KU's Programs, Products, Services, and Program Materials, including content and communications through methods like KU's website, member forum, private Facebook groups, e-mail communications, videos, audio recordings, webinars, recorded webinars, teleseminars, recorded teleseminars, emails, mp3 audio files, PDF printed transcripts, PDF handouts/slides, handouts, ebooks, or any other materials provided by KU to Client, (1) will be uninterrupted and error-free or (2) will not be suspended or restricted from time to time, including to allow for repairs, maintenance, or updates. To the fullest extent permitted by law, KU will be not be liable to Client for damages or refunds or in any manner at all should KU's Programs, Products, Services, or Program Materials become unavailable or access to the them becomes slow or incomplete due to any reason, including without limitation system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers,

general network failures or delays, or any other cause which may from time to time make KU's Programs, Products, Services, or Program Materials inaccessible to Client.

(f) KU disclaims all warranties and all responsibility with respect to guests or other third parties coming in to speak or provide services in connection with any Product, Program, Services, or Program Material. All views, opinions, and advice provided by such guests and parties are those of the guests or parties, as applicable, and not of KU.

(g) KU roots for every Client to achieve and enjoy their own measure of success. However, satisfactory progress cannot be guaranteed. KU makes no warranty or representation that any particular progress or result will be brought about (including, without limitation, passing any examination) as a result of Client using the Programs, Products, Services, or Program Materials.

## 6.2. Client Assumption of Risk

(a) CLIENT EXPRESSLY ASSUMES ALL RISKS ASSOCIATED WITH THE PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS, INCLUDING THE RISKS INHERENT IN MAKING LIFESTYLE CHANGES. THE CLIENT RELEASES KU FROM ANY AND ALL LIABILITY, DAMAGES, CAUSES OF ACTION, ALLEGATIONS, SUITS, SUMS OF MONEY, CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR EQUITY, WHICH CLIENT EVER HAD, NOW HAS, OR WILL HAVE IN THE FUTURE AGAINST KU OR ITS MANAGERS, MEMBERS, EMPLOYEES, OR AGENTS ARISING FROM OR RELATED TO THE CLIENT'S PAST OR FUTURE PARTICIPATION IN OR USE OF THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. IF APPLICABLE LAW PROHIBITS THIS ASSUMPTION OF RISK WITH RESPECT TO NEGLIGENCE OR CERTAIN OTHER TYPES OF KU CONDUCT, THIS ASSUMPTION OF RISK SHALL NOT APPLY TO SUCH NEGLIGENCE OR OTHER TYPE OF CONDUCT, AS APPLICABLE, BUT IT SHALL APPLY SO THAT CLIENT HAS ASSUMED ALL RISK THAT MAY BE ASSUMED WITHOUT VIOLATING APPLICABLE LAW.

(b) CLIENT AGREES TO USE CLIENT'S OWN JUDGMENT IN USING KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS. CLIENT AGREES TO ASSUME ALL RISK OF USE. KU'S PROGRAMS, PRODUCTS, SERVICES AND PROGRAM MATERIALS ARE FOR INFORMATIONAL PURPOSES ONLY. CLIENT AGREES AND UNDERSTANDS THAT NO RESULTS ARE GUARANTEED IN ANY WAY RELATED TO KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS. KU'S PROGRAMS, PRODUCTS, SERVICES AND PROGRAM MATERIALS ARE MERELY TO PROVIDE CLIENT WITH INFORMATION AND TOOLS TO HELP CLIENT MAKE CLIENT'S OWN DECISIONS FOR CLIENT. CLIENT IS SOLELY

RESPONSIBLE FOR CLIENT'S ACTIONS, DECISIONS, AND RESULTS BASED ON THE USE, MISUSE, OR NON-USE OF KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS.

(c) KU CANNOT ENSURE OR WARRANT THE SECURITY OF THE PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS OR THE CONTRIBUTIONS OR INFORMATION TRANSMITTED TO KU ON OR THROUGH THE WEBSITE OR KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS. CLIENT'S SUBMISSION OF CONTRIBUTIONS OR INFORMATION ON OR THROUGH KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS IS DONE ENTIRELY AT CLIENT'S OWN RISK. KU MAKES NO ASSURANCES ABOUT ITS ABILITY TO PREVENT ANY SUCH LOSS OR DAMAGE TO CLIENT OR TO ANY OTHER PERSON, COMPANY, OR ENTITY ARISING OUT OF USE OF KU'S PROGRAMS, PRODUCTS, SERVICES, AND PROGRAM MATERIALS. CLIENT AGREES TO ASSUME ALL SUCH RISKS.

7. Intellectual Property. All intellectual property rights, including without limitation copyrights, patents, patent disclosures, and inventions (whether patentable or not); trademarks, service marks, trade secrets, know-how; design, layout, look, appearance, graphics of KU's Program Materials; other confidential information, trade dress, trade names, logos, corporate names, and domain names; derivative works; and any other material or aspects of materials provided by KU to Client and all other rights, in each case together with all of the goodwill associated therewith (collectively, "**Intellectual Property Rights**") in and to all Products, Services, Programs, Program Materials, documents, work product, and other materials that are delivered to Client under this Agreement or prepared by or on behalf of the KU in the course of performing the Services (collectively, the "**Deliverables**") shall be wholly owned by KU. KU hereby grants Client a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a revocable, non-exclusive, non-transferable, non-sublicenseable basis solely to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services for their own personal purposes, but not for any commercial or business purpose of any kind.

7.1. If Client purchases or accesses any of KU's Intellectual Property in compliance with the terms of this Agreement, Client will be considered KU's licensee. For the avoidance of doubt, all content obtained through KU is KU's property, and Client is granted the limited license set out in this Section 6 for personal, non-commercial use only, limited to Client only. This means that Client may not use KU's Programs, Products or Services or the Program Materials in a manner that constitutes an infringement of KU's rights or in a manner that has not been authorized by KU in a signed writing.

7.2. **Client may download and/or print Program Materials for Client's own personal use. However, Client is not permitted to share, teach, sell, adapt, use, borrow, reprint, or republish any part of KU's Services, Programs, Products, or**

**Program Materials, including handouts, for resale or mass reproduction purposes; for Client's own business use; or for sharing this program with Client's friends, family, colleagues, or any other individuals anywhere, whether in person, in private communication, or public communication. If such third parties would like access to these materials, they each must purchase their own license separately. They are encouraged to email office [at] kassiunderwood [dot] com for more information or a complimentary consultation. If Client or anyone else wishes to quote or paraphrase any content of any kind from KU's Services, Programs, Products, or Program Materials on any social media platforms, or to discuss same in any publication or mass media broadcast, Client may only do so if (a) Client gives clear attribution to Kassi Underwood, (b) Client tags Kassi Underwood's social media profile on whatever social media platform is in question, and (c) Client accurately represents the KU Services, Programs, Products, or Program Materials and/or any quotes or language of any kind being attributed to Kassi Underwood or KU.**

7.3. Any trademarks, taglines, and logos displayed on Program Materials are trademarks belonging to KU. Any trademarks reproduced in the Website, which are not the property of or licensed to KU, are acknowledged on the Website. Any use including framing, meta tags, or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without KU's express written consent.

7.4. For those trademarks, taglines, and logos for which Client is granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program, Product, Program Materials, or Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by Client for any reason without KU's express written consent.

7.5. Client may establish a hypertext link or tag to KU's Website or social media page(s) (e.g., link to KU's website from Client's website or social media) so long as the link or tag does not state or imply any sponsorship, endorsement by, or ownership in KU's Website or social media page(s) and does not state or imply that KU has sponsored, endorsed, or have ownership rights in Client's website or social media pages. However, Client may not frame or inline link KU's Website or social media page(s) or the content therein without KU's written permission.

7.6. Client may not use KU's Programs, Products, Services, or Program Materials, in whole or in part, in any way that is contrary to this Agreement unless KU has given Client specific written permission to do so. If Client is granted such permission, Client agrees to use only the specific intellectual property that is so authorized in writing and only in the ways for which KU has given Client written permission. If Client uses such intellectual property in ways that are not specifically authorized by KU in writing, Client agrees that such use will be treated as if Client had copied, duplicated, or stolen such content from KU, and Client will immediately stop using such content and to take

whatever actions as KU may request and by the methods and in the time frame that KU prescribes to protect its intellectual property.

7.7. All rights not expressly granted to Client in these terms or any express written license are reserved by KU.

8. **Confidentiality.** From time to time during the Term of this Agreement, KU may disclose or make available to the Client, non-public, proprietary, and confidential information of KU (“**Confidential Information**”), whether or not identified as such, including, without limitation, all information containing or pertaining to the Programs, Products, Services, or Program Materials; provided, however, that Confidential Information does not include any information that, as shown by clear and convincing evidence: (a) is or becomes generally available to the public other than as a result of Client's breach of this Section 8; (b) is or becomes available to the Client on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; or (c) was in Client's possession prior to KU's disclosure hereunder. The Client shall: (x) protect and safeguard the confidentiality of the KU's Confidential Information with at least the same degree of care as the Client would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the KU's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity. If the Client is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify KU of such requirements to afford KU the opportunity to seek, at KU's sole cost and expense, a protective order or other remedy.

In furtherance, and not in limitation, of the foregoing, Client further understands and agrees that the Programs, Products, Services, and Program Materials have been created, developed, or obtained by KU through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset which needs to be protected from improper or unauthorized use. Client understands and agrees that that it is clearly and expressly prohibited from doing the following:

(a) Copying, sharing, or stealing the Programs, Products, Services, or Program Materials or any parts or derivatives of any of them;

(b) Engaging in improper or unauthorized use of the Programs, Products, Services, and Program Materials, including without limitation modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Program Materials or any other information accessed or purchased through the Programs, Products, or Services, or any other communications provided by KU;

(c) Duplicating, sharing, trading, selling, or otherwise distributing the Programs, Products, Services, or Program Materials or any derivatives thereof to any other person for their personal use, commercial use, or in any way that earns them money, whether or not it was known to Client that the information would be used in such a manner;

(d) Violating KU's intellectual property rights, including copyright and trademark rights, Client understanding and agreeing that downloading, printing, or otherwise using the Programs, Products, Services or Program Materials for Client's own personal, individual training purposes in no way gives Client any copyright, trademark, intellectual property, or ownership rights of the Programs, Products, Services, or Program Materials;

(e) Reprinting or republishing any part of the Programs, Products, Services, or Program Materials for publication or compilation into Client's own products, programs, services, or program materials of any kind;

(f) Using the Programs, Products, Services, or Program Materials in a manner that constitutes an infringement of KU's rights or in a manner that has not been authorized by KU through KU's prior written consent.

Client understands and agrees that engaging in the prohibited use or the improper or unauthorized use of KU's Programs, Products, Services, or Program Materials as set forth in this Agreement may be considered theft under applicable law, and KU retains the right to prosecute any such theft to the full extent of the law and to pursue civil claims for damages, injunctive relief, or any other relief available in law or equity.

9. **Non-Disparagement.** Client agrees not to directly, or indirectly through third persons, entities, or any other means, disparage KU, its employees and representatives, or any participant in KU's Programs, Products, or Services to any person, entity, or to the press. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, which does affect the party's business, income, or reputation, or which could be reasonably expected to adversely affect the party's business, income, or reputation, or the business, income or reputation of the party's affiliates, subsidiaries, or related entities. Client agrees and acknowledges that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in KU refusing to enter into this Agreement. In the event that this provision is breached, the KU shall be entitled to recover the reasonable attorneys' fees and costs actually incurred in prosecuting the breach of this provision, together with any damages KU is awarded as a result of the breach of this provision. Client further agrees that any breach hereof shall result in irreparable harm to KU, and KU shall be entitled to an injunction without providing further proof of irreparable harm and without posting a bond. KU explicitly reserves the right to prosecute a claim for defamation or libel to the furthest extent of the law.

10. Non-Solicitation; Non-Competition. Client may not, without KU's prior express written consent, directly or indirectly solicit any KU employee, consultant, or independent contractor, and must abide by a "hands-off" policy regarding the active or passive recruitment of current KU employees and any other KU consultants or independent contractors for the duration of this Agreement and two years following the termination hereof.

11. Term, Termination, and Survival.

11.1. This Agreement shall commence upon Client's order of any Program, Service, Product, or Program Material, as indicated by the submission date of Client's order on KU's website, and shall continue thereafter until terminated by KU or Client pursuant to the terms of this Section 8.

11.2. Either Party may terminate this Agreement, effective immediately, upon written notice to the other Party at their address or email address set out herein.

11.3. In the event of termination by either Party, Client will, within 24 hours of termination, pay any and all amounts owed to KU. Upon termination, KU may, at KU's sole and absolute discretion, immediately refuse or terminate Client's access to any aspect of the Programs, Products, Services, or Program Materials, including but not limited to the Website, private forum, e-mail communications, Facebook or Instagram groups, WhatsApp groups, Voxer, live webinars or conference calls, or any other method of communications related to the Programs, Products, Services, or Program Materials.

11.4. The rights and obligations of the Parties set forth in this Section 11.4 and in Sections 1, 3 through 10 and 12 through 28, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 8 hereof will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Client.

12. Release and Limitation of Liability.

12.1. CLIENT UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL KU OR ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS, AFFILIATES, OWNERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "**RELEASEES**") BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE PROGRAMS, SERVICES, PRODUCTS, AND PROGRAM MATERIALS, OR ANY OTHER ACTS OR OMISSIONS RELATED TO THIS AGREEMENT, INCLUDING FOR LOSS OF USE,

REVENUE, OR PROFIT, LOSS OF DATA, DIMINUTION IN VALUE, ACCIDENT, DELAY, INJURY, HARM, LOSS, DAMAGE, DEATH, PERSONAL OR BUSINESS INTERRUPTION, MISAPPLICATION OF INFORMATION, PHYSICAL OR MENTAL DISEASE, CONDITION, OR ISSUE, PHYSICAL, MENTAL, EMOTIONAL, OR SPIRITUAL INJURY OR HARM, LOSS OF INCOME OR REVENUE, LOSS OF BUSINESS, LOSS OF CONTRACTS OR ANTICIPATED SAVINGS, LOSS OF GOODWILL, WASTED TIME, OR FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER AND WHETHER CAUSED BY BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

12.2. CLIENT UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, RELEASEES SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT ANY RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.3. CLIENT UNDERSTANDS AND AGREES THAT, WITHOUT PREJUDICE TO THE OTHER LIMITATIONS SET OUT IN THIS SECTION 9 OR ELSEWHERE IN THE AGREEMENT, IN NO EVENT SHALL RELEASEE'S COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO KU PURSUANT TO THIS AGREEMENT IN THIS 6-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.4. CLIENT UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, RELEASEES SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTIES FOR THE ACTS OF ANY THIRD PARTIES, INCLUDING CLIENT, OTHER CLIENTS, AND ANY PARTICIPANT OR USER OF THE PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS, INCLUDING WITHOUT LIMITATION FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF SUCH PARTIES.

12.5. CLIENT UNDERSTANDS AND AGREES THAT PARTICIPATION IN, OR TRAVEL TO AND FROM, ANY IN-PERSON ACTIVITY CARRIES THE RISK OF CONTRACTING COMMUNICABLE DISEASES OR ILLNESSES, INCLUDING WITHOUT LIMITATION COVID-19, SARS-COV-2, AND OTHER DISEASES OR ILLNESSES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, CLIENT EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS WHICH CLIENT

MAY HAVE, OR WHICH CLIENT MAY HEREAFTER HAVE, WHETHER KNOWN OR UNKNOWN, AGAINST ANY OF THE RELEASEES, ARISING OUT OF OR RELATED TO CLIENT'S PARTICIPATION IN THE PROGRAMS OR SERVICES OR PURCHASE OF THE PRODUCTS OR PROGRAM MATERIALS, CLIENT COVENANTS NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE KU OR ANY OTHER RELEASEE AND TO FOREVER RELEASE AND DISCHARGE THE KU AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS. THIS WAIVER AND RELEASE DOES NOT EXTEND TO ANY OTHER LIABILITIES THAT NEW YORK LAW DOES NOT PERMIT TO BE RELEASED BY AGREEMENT.

13. Indemnification. Client shall indemnify and hold harmless KU for any losses, damages, liabilities, deficiencies, actions, judgements, interest, awards, penalties, fines, settlements costs or expenses of whatever kind, including reasonable attorneys' fees, accounting fees, expert witness fees, costs of investigation, defense of legal actions, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers ("**Losses**") arising out of or related to Client's participation in or use of the Programs, Products, Services, or Program Materials, including without limitation any Losses arising out of or related to any defamatory, offensive, or illegal conduct of Client, any transmission of COVID or any other illness or disease by or to Client, or any other aspect of Client's participation in or use of the Programs, Products, Services, or Program Materials.
14. Entire Agreement. This Agreement, including and together with any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth in this Section (or to such other address that the Client may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by electronic mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the Client; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

If to KU: office [at] kassiunderwood [dot] com

If to Client: to the email address provided by Client or any other email address reasonably calculated to reach Client.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and the unenforceable provision shall be given effect and enforced to the maximum extent allowed by law.
17. Amendments. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination, or discharge of this Agreement and signed by each Party.
18. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. 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.
19. Assignment. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization which may be deemed an assignment, without the prior written consent of KU. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. KU may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of KU's assets without Client's consent.
20. Successors and Assigns. Without limiting Section 16, this Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
21. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
22. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

23. Arbitration. In the event that any dispute arises between KU and Client with respect to the Programs, Services, Products, or Program Materials or otherwise pertaining to the relationship between KU and Client, each of KU and Client hereby agrees to submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Such arbitration shall be conducted by a single arbitrator in New York City, New York. The limitations set out in Section 9 of this Agreement shall limit the remedies that can be awarded to the Client in the event that an award is granted in arbitration.
24. Choice of Law. This Agreement and all related documents and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New York, 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 New York.
25. Choice of Forum. Subject to and except as set out in Section 20, each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the State of New York sitting in New York City, New York, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the State of New York sitting in New York City, New York. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
26. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary in Section 15, a signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
27. Force Majeure. KU shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the KU's control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, explosion, epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, insurrection, or other civil unrest; (d)

government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other similar events beyond the control of the KU.

KU shall give notice within seven days of the Force Majeure Event to Client stating the period of time the occurrence is expected to continue. The KU shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. KU shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

28. KU's Right to Use Client Information; Privacy and Security.

28.1. Client's License to KU; Consent to Use Image, Voice, and Likeness

(a) By posting or submitting any material on or through the Programs, Products, Services or Program Materials, such as comments, posts, photos, images or videos or other contributions, Client represents that Client is the owner of all such materials and is at least 18 years old.

(b) When Client submits or posts any comment, photo, image, video, or any other submission for use on or through KU's Website or any other media, including without limitation Voxer, WhatsApp, social media, or texts, Client is granting KU, and anyone authorized by KU, consent to make it part of the current or future Website, Programs, Products, Services, or Program Materials. This right includes granting KU proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from Client or compensation by KU to Client; KU will endeavor to use reasonable discretion and to ask Client in advance, but KU is not obligated to do so. Client may, however, at any time, ask KU to delete this information.

(c) When Client submits or posts information, Client also grants KU, and anyone authorized by KU, the right to identify Client as the author of any of Client's comments, posts, photos, images, videos, or other contributions by name, email address, or screen name. Client understands and agrees that KU has the right but not the obligation to use and display any contributions from Client of any kind and that KU may elect to cease the use and display of any such contributions on KU's Programs, Products, Services, or Program Materials at any time for any reason whatsoever. Client may request for KU to remove this information at any time.

(d) By participating in the Programs, Products, and Services, and using the Program Materials, including KU's Facebook community, Client consents to photographs, videos, or audio recordings that may be made that may contain Client's image, voice, or likeness. These postings and recordings may or will be shared,

including without limitation with potential clients or other clients who have purchased KU's Programs, Products, Services, or Program Materials and for advertising, marketing, or other uses. By entering into this Agreement, Client grants KU, 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, trade, or in any manner, in any medium, in perpetuity. Client hereby releases KU 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 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. Client consents to recordings being made of Programs, Services, and Products. KU reserves the right to use, at its sole discretion, course materials, videos, and audio recordings of courses, as well as materials submitted by Client in the context of the courses and the Program, for future lecture, teaching, and marketing materials, and further other Products, Services, Programs, or Program Materials provided or sold by KU, without compensation to the Client.

## 28.2. Privacy and Security

(a) All Client Information will be held in confidence and will not be disclosed to third parties, except that KU may disclose Client Information and personally identifiable information: (1) pursuant to this terms of this Agreement, (2) if KU is required to do so by law, (3) in the good-faith belief that such action is necessary to conform to the law, (4) to comply with any legal process served on either KU or its owners, managers, directors, officers, partners, sponsors, investors, or affiliates, (5) to protect and defend KU's rights or property or those of KU's users or purchasers, or (6) to act as immediately necessary in order to protect the personal safety of KU's users, purchasers, or the public. KU will not sell, distribute, or lease Client Information to third parties unless KU has Client's permission or are required by law to do so.

(b) KU may seek personal data or information including Client's name, email address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally identifying information ("**Client Information**"), or Client may offer or provide a comment, photo, image, video, audio, or any other submission when using or participating in KU's Programs, Products, Services, or Program Materials ("**Other Information**"). By providing such Client Information or Other Information to KU, Client grants KU permission to use and store such information in accordance with the terms of this Agreement. KU will use reasonable best efforts to keep Client Information safe, secure, and confidential in accordance with this Agreement. If Client believes that any of the Client Information

is incorrect or incomplete, Client should contact KU as soon as possible, and KU will correct any Client Information found to be incorrect.

(c) KU requests and requires various personal data and/or Client Information to understand Client's needs and provide Client with better services. In addition, KU may use such data and Client Information for the following reasons: (1) for internal record keeping, (2) to improve the Programs, Products, Services or Program Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which Client may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products, Services or Program Materials purchased or used by Client according to Client's interests, or (6) for support or communication related to the Programs, Products, Services, or Program Materials.

(d) All data and Client Information is stored through a data management system. This data and Client Information can only be accessed by those who help manage that information in order to deliver email or otherwise contact those who would like to receive KU's correspondence. Client understands and agrees that KU, its team, staff, and affiliates, and those who manage the data management system may have access to Client Information.

(e) Whenever Client makes Client Information or Other Information available for viewing by others such as through KU's Programs, Products, Services, or Program Materials, the Website, or social media, the Client Information or Other Information so shared also can be seen, heard, collected, and used by others, and therefore, KU cannot be responsible for any unauthorized use by others of such Client Information or Other Information that Client shares online or in any other manner.

(f) KU's Programs, Products, Services, or Program Materials may come with access to a private Facebook Group, private Instagram Group, private WhatsApp Group, or other private group. This Agreement applies to any such group. Further, Client understands that these groups may be on a public platform, and therefore, KU cannot guarantee Client's privacy for what Client shares in any such group, as other people will also see what Client posts.

(g) KU may use the standard "cookies" feature of major web browsers. KU does not include any Client Information in cookies, nor does KU employ any data-capture mechanisms on the Website other than cookies. Client may choose to disable cookies through Client's web browser's settings. However, disabling this function may diminish Client's experience on the Website and some features of the Programs, Products, Services, or Program Materials may not work as intended. KU has no access to or control over any information collected by other individuals, companies, or entities whose website or materials may be linked to KU's Programs, Products, Services, or Program Materials.

(h) To use certain features of KU's Programs, Products, Services, or Program Materials, Client may be issued a group username and password or a unique individual username and password, which Client will receive through Client's registration or purchase process. Client may be able to change to username and/or password of Client's choosing. Client is responsible for maintaining the confidentiality of the password and account and is responsible for all activities (whether by Client or by others) that occur under Client's password or account. Client is not permitted to share Client's username or password with anyone. If KU learns that Client has shared its username or password with another person, KU reserves the right to immediately terminate Client's access to the Program, Product, Service, Program Materials, Website, private forum, Facebook group, Voxer, WhatsApp, Instagram group, or any other related communication. It is Client's responsibility to protect Client's own password from disclosure to others. KU will not be liable for any loss or damage arising from Client's failure to protect Client's password or account information. Client is responsible for activities that take place using any of Client's passwords and within Client's account. If Client shares any of its passwords with anyone, such third party may be able to obtain access to Client's personal information. Client agrees to notify KU immediately of any unauthorized use of Client's password or account or any other breach of security and to ensure that Client exits from its account at the end of each session. By using the Programs, Products, Services, and Program Materials, Client agrees to enter true and accurate information as part of the registration, purchase process, and otherwise. If Client enters a false email address, KU has the right to immediately deactivate Client's account. KU will use its reasonable best efforts to keep Client passwords private and will not otherwise share Client's passwords without Client's consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact, or bring legal action against someone who may be causing injury to others or interfering with KU's rights or property.

(i) Where any session uses two-way synchronous livestream audio or video technology (not a pre-recorded one-way transmission), on the occasion the Client accessing it will also be made simultaneously accessible to all others who have purchased it and choose to access it unless KU specifies that it is to be made available on that occasion only to Client as an individual private session. Therefore, unless KU specifies that a particular two-way session is only accessible to Client, the following will apply to such a session:

(i) When Client signs in to Zoom or other audio/visual conferencing technology, Client should only indicate Client's first name only since such name will be visible to KU's other Clients taking part in the session;

(ii) Client understands and is aware that there is a risk that other Clients and other people may see and hear (via the video or audio facilities of

the Zoom or other conferencing app and Client's device) not only Client but its space and its surroundings and other people in or near that space and its surroundings when Client participating in the session;

(iii) The space that Client uses should be free of others and Client should make every effort to reduce fellow conference participants' ability to see and hear others in Client's surroundings. For example, Client might decide to use a private room and/or wear headphones;

(iv) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information, and KU shall not be liable for any such risks, thefts, or breaches;

(v) KU cannot ensure privacy or confidentiality due to the nature of two-way sessions involving multiple Clients, and it will be Client's responsibility to ensure that it has a suitable space to use when participating in any two-way session in order to protect its privacy and that of others in or near that space.

(vi) KU does not claim to have any expertise or skill in relation to any technology that Client may need or use for the purpose of receiving the online Programs, Products, Services, and Program Materials. However, KU may, at Client request, either before or during any session of the online Services, offer suggestions to resolve any problem with that technology that Client reports, but Client understands and agrees that such suggestions shall not be advice to Client. KU does not take on any responsibility or accept any liability to Client if any such suggestion does not help Client resolve any problem or if by following any such suggestion Client experiences any other problem, loss, or damage to any technology or other thing, and KU explicitly disclaims all such responsibility.

(vii) KU shall not be responsible or liable to Client in any way, including for any refund, if Client is unable to access any Program, Product, Service, or Program Material due to any failure or delay resulting from any cause beyond KU's reasonable control. Such causes beyond KU's reasonable control may include (but are not limited to):

(A) Where Client is unable to resolve any technology problem (whether or not Client has asked KU or KU has offered any suggestions as to how to resolve the problem);

(B) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Client's

internet service or any other equipment or service (e.g. telecom, computing, audio or visual) that Client uses or relies on; or

(C) Failure of or defect in the Zoom platform used by KU or Client to access KU content.