

TERMS OF PURCHASE

SABRINA PHILIPP & ASSOCIATES, LLC

SOCIAL MEDIA WITH SOUL

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, courses, programs, or services by SABRINA PHILIPP (“Coach”), acting on behalf of SABRINA PHILIPP & ASSOCIATES, LLC (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the SOCIAL MEDIA WITH SOUL course (“Course”).
- (b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s website as part of the Course.
- (c) Coach reserves the right to substitute services equal to or comparable to the Course for Client if reasonably required by the prevailing circumstances.
- (d) Client agrees to be open, present and prepared to complete the work as a team together. Client is responsible for his/her own success and implementation of objectives met.
- (e) The Course includes the following:
 - i. Six (6) video trainings; and
 - ii. Six (6) workbooks; and
 - iii. Six (6) video transcripts.

(f) Some materials of the Course will be delivered through a membership site. The Client shall not damage the membership site or engage in any illegal or fraudulent activity.

(g) Company provides Client with a single-user license authorizing Client to use the materials for their individual purposes only. Client shall not share, copy, distribute, disseminate, or sell the materials for either commercial or non-commercial purposes.

(h) The Course shall include a complimentary Facebook group (“Group”) as a bonus for paid members of the Course. Company is not liable for any limitation of access to Group caused by Facebook. The Client shall abide by any guidelines set forth in Group, and Coach or Company may suspend Client’s access to Group at any time and for any reason. The Company and Coach may archive or delete Group at any time and for any reason.

2. **METHODOLOGY.** Client agrees to be open minded to Coach’s methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the Course. Coach may revise methods or parts of the Course at their discretion.

3. **DISCLAIMERS.** By participating in the Course, Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and their services do not replace the care of other professionals. Coaching and/or consulting is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.

The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse

affects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as photography, business, health, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials, earnings, or examples shown through Coach's website, courses, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular financial outcome based on the use of Coach's courses, programs, and/or services. Client acknowledges that Coach has not and does not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of use of Coach's website, courses, programs, products or services.

4. PAYMENT AND REFUND POLICY.

- (a) Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount.
- (b) The Company does not offer refunds to ensure that clients are fully committed to the Course.
- (c) If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee"). Client shall pay for Course in full.

- (d) The Client authorizes the Company to charge the credit card(s) at the time that charges are due and shall not require a separate authorization for each charge.
 - (e) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls.
 - (f) The Client shall not make any chargebacks to the Company's account. The Client shall pay for any fees associated with recouping payment, including but not limited to, collections fees and attorneys' fees.
5. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Client as part of this Course, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement.
6. RELEASE. Company may take photographs, videos, audio recordings, or other recordings during Course that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in Course, Client is consenting to being recorded and photographed and to the use of Client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.
7. NON-DISPARAGEMENT. Client agrees, during and after participation in Course, to refrain from making any statements, whether oral or in writing, that negatively impact Company's course, business, services, products, or reputation.

8. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
9. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
10. LIMITATION OF LIABILITY. By using SABRINA PHILIPP & ASSOCIATES, LLC services and purchasing this Course, Client accepts any and all risks, foreseeable or unforeseeable, arising from such transaction. Client agrees that Coach 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 the Course. Client agrees that use of this Course is at user’s own risk.
11. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Miami, Florida or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys’ fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in

any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

12. ASSIGNMENT. This Agreement shall bind both Company and Client and their respective heirs, legal representatives, successors, and assigns. Client may not assign its rights under this Agreement as this course is non-transferable.
13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, regardless of the conflict of laws principles thereof.
14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.