SABRINA PHILIPP & ASSOCIATES, LLC THE INTENTIONAL ENTREPRENEUR LIVE TERMS OF PURCHASE

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") are purchasing one ticket to The Intentional Entrepreneur Live ("Event") 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:

In consideration of this Agreement, the Coach agrees to provide the services as outlined below and the Client will pay in the amount and according to the payment schedule noted below. THEREFORE, the Coach and the Client agree as follows:

 EVENT TERMS. The Intentional Entrepreneur Live ("Event") will take place from November 8, 2019 through November 10, 2019 at the Gaylord Palms Resort & Convention Center at 6000 W Osceola Pkwy, Kissimmee, FL 34746.

2. PAYMENT.

- a. Upon execution of this Agreement, Client agrees to pay to the Company the full purchase amount.
- b. So that Client is fully invested in this Event, no refunds will be issued. Client understands that Client is responsible for all payments whether or not Client attends the Event. No exceptions will be made in this matter.
- 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 program in full.

- d. In the event Client fails to pay for the Event in full 14 days prior to the Event date, the Client shall forfeit their spot at the Event and no refund will be issued.
- e. Credit Card Authorization. Each Party hereto acknowledges that Coach will send an invoice or charge the credit card chosen by the Client on the dates and for the amounts specified.
- 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.
- 3. TRANSFERS. If for any reason you find you cannot attend the Event, you are permitted to transfer your Event ticket to another individual up to 30 days prior to the Event by emailing <u>support@sabrinaphilipp.com</u> and completing a Transfer Form. Client will not sell, resell, offer for sale, donate, or transfer their tickets without the prior written consent of Company.
- 4. LIABILITY WAIVER. While the Coach will take every possible measure to ensure the safety of the Client during the Event, the Coach cannot control every circumstance. The Client is legally responsible for their safety and any belongings and agrees to, and will be held legally liable for the following statements:

I, the Client hereby accept all risk to my health and of injury or death that may result from participating in the Event and I hereby release the Coach, and the Coach's Company, officers, employees, interns, sponsors and representatives from any and all liability to me, my personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to my property and for any and all illness or injury to my person, including my death, that may result from or occur during my participation in the Event, whether caused by negligence of the Coach, employees, or representatives, or otherwise. I further agree to indemnify and hold harmless the Coach and any third-party from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while attending and participating in the Event. Under no circumstances will the Coach or their assigns be held liable for my injury or death or any loss or damage of my personal belongings, any hotel or travel incidentals, including any damages, resulting from my participation in the Event.

Should I require emergency medical treatment as a result of accident or illness arising during my attendance and participation in the Event, I consent to such treatment. I acknowledge and I agree to be financially responsible for any medical or legal bills that may be incurred as a result of emergency medical treatment. I will notify the Coach verbally and in writing if I am at any time injured prior to, during, or after the Event in my travels or attendance, or if I have medical conditions about which emergency medical personnel should be informed; however, I understand that the Coach is not legally obligated to act on that information in any way or to provide any medical service whatsoever to me.

- 5. PHOTOGRAPHY & MEDIA RELEASE. By attending the Event, you, the Client, are entering an area where photography, audio, and video recording may occur. By attending you consent to photograph, video recording and audio recording and its/their release, publication, exhibition, or reproduction to be used for promotional purposes, advertising, and inclusion on websites in perpetuity, without fee or royalty.
- 6. HEALTH & SAFETY REGULATIONS. The Client must comply fully with all and any health and safety regulations. The Client must ensure that the Client is medically and physically fit and able to use the facilities and participate in activities. The

Coach/Company is not liable for any injuries to the Client in the Client's use of facilities or participation in activities.

- 7. LOSS OR DAMAGE. Company shall not accept any responsibility for loss or damage of personal possessions or valuables of the Client.
- 8. LIABILITIES. The Coach shall not be liable for any failures beyond its control. This covers natural disasters, war, other 'acts of nature', closure of airports, civil strife, accidents or failure to perform by third parties, including suppliers and subcontractors. The Coach and Company accepts no liability for loss, damage, injury or illnesses which may be received during the Client's stay or travel.
- OTHER. The Coach may have to make changes to details both before and after the Event has been confirmed. The Coach will endeavor to avoid changes but reserves the right to do so.
- 10. DISCLAIMER OF WARRANTIES, NO GUARANTEES. The Event and related services 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. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. Client understands that because of the nature of the Event and extent, the results experienced by each client may significantly vary. By signing the Agreement, Client acknowledges there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Event. Company makes no guarantee other than that the services offered in this Event shall be provided to Client in accordance with the terms of this Agreement.

- 11. FORCE MAJEURE. In the event that any cause beyond the reasonable control of either Party, including without limitation acts of nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, U.S. State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
- 12. CLIENT RESPONSIBILITY; NO GUARANTEES. Client acknowledges that the Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of the Event. Client accepts and agrees that Client is 100% responsible for results. The Coach makes no representations, warranties or guarantees verbally or in writing regarding Client's performance.

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. The Coach is not responsible for any adverse effects 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, marketing, 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 effects 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, programs, and/or services are only examples of what may be possible for Client. There are no assurance as to any particular outcome based on the use of Coach's programs. Client acknowledges that Coach has not and does not make any representations as to the future income, sales, or potential profitability or loss of any kind that may be derived as a result of use of participation in the Event.

- 13. INTELLECTUAL PROPERTY RIGHTS. In respect of the trainings, speeches, and documents shared at the Event, the Coach and Company maintain all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach and/or Company to the Client, nor grant any right or license other than those stated in this Agreement. Client also agrees that any testimonials provided to the Coach will be made public and be utilized for marketing purposes.
- 14. INDEMNIFICATION. Client agrees to indemnify and hold harmless the Company, Coach, its affiliates, and its respective officers, directors, agents, employees, and other independent contractors from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation and/or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing.
- 15.NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they shall not engage in any conduct or communications with a third party,

public or private, designed to disparage the other. Client shall not make any false, disparaging, or derogatory statement in public or private regarding the Coach or Coach's Company, its employees, or agents.

- 16. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any 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) 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.
- 17. ATTORNEYS' FEES. If either Party brings an action to enforce their rights under this Agreement, the prevailing Party may recover its expenses (including attorneys' fees) incurred in connection with the action and any appeal from the losing Party.
- 18. GOVERNING LAW AND SEVERABILITY. 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. Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.
- 19. 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.

20. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral. No representations, inducements, promises, or agreements which are not embodied herein shall be of any force or effect. This Agreement shall not be modified, amended, varied, waived, explained, added to, extended, changed in any way, except by a written instrument executed by a person authorized to execute such an instrument on behalf of both the Client and the Coach.