

TERMS AND CONDITIONS OF PURCHASE OF MEMBERSHIP

You are subscribing to a Membership in the Create Abundant Life Program, referred to below as the “**Program**,” from Create Abundant Life, LLC (the “Company,” “we,” or “us”). You must be at least 18 years of age or older and at least of the age of majority in your state to subscribe to the Program. Children under the age of majority who wish to subscribe must do so under the consent of their parent or legal guardian, and parents must contact the Company in order to provide such consent in writing.

The Program may include live access to interactive meetings, discussions, lectures, content, and other information and materials furnished by the Company and access to websites maintained by the Company for the members of the Program (the “Websites”). By subscribing to the Program, you and the Company agree to the following legal terms and conditions that govern your use of the Program (these “Terms and Conditions”) and the accompanying Terms of Use of Websites (“Terms of Use”), and further, that your actions constitute the formation of a legally binding agreement between you and the Company (this “Agreement”).

INTELLECTUAL PROPERTY

You agree that the Program contains proprietary information and material that is owned by the Company and/or its licensors and is protected by copyright, trademark and other applicable intellectual property laws. Duplicating, sharing, or uploading Product files to sharing sites is unlawful and will be deemed to constitute theft of such materials. The Company will prosecute any such conduct to the fullest extent permitted by law.

The Company provides you with the Program solely for your personal, noncommercial use, and you agree that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with these Terms and Conditions and the Terms of Use. You will not use the Program or the materials available in the Program in a manner that constitutes infringement of the Company’s rights or in any manner that has not been expressly authorized by the Company in writing. More specifically, unless explicitly authorized in this Agreement, you may not modify, copy, reproduce, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Program. You may, however, from time to time, download and/or print one copy of individual pages of the Websites for your personal, noncommercial use, provided that you keep intact all copyright and other proprietary notices.

Be aware that you may not create derivative works, resource guides, marketing or business materials, source material, intellectual property, websites, blogs, web content, or any other works that reference the Company (including its members, managers, employees and/or agents), the Program, the Program’s content, or infringe on any of the Company’s intellectual property in any way. Any material that you create should be focused on your business, not ours. All copyrights in and to the Program (including the compilation of content, postings, links to other internet resources, and descriptions of

those resources) are owned by the Company and/or its licensors, who reserve all their rights in law or in equity. THE USE OF THE PROGRAM, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY AND OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND OTHER INFRINGEMENT.

Company trademarks, service marks, graphics, and logos used in conjunction with the Program are trademarks or registered trademarks of the Company. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

The Program is an individual membership program. Upon registration you will receive one username, password, and a member profile for your personal use.

If you would like to participate in the Program along with another person, each participant will need to subscribe to the Program individually.

ACCOUNT AUTHORITY AND SECURITY OF YOUR ACCOUNT

Any individual or entity that sets up an account on the Websites must have authority to set up an account in that name. You agree that you will not set up an account on the Websites without proper authority and authorization, and you represent to the Company that you have such authority and authorization.

If you use the Websites, you are solely responsible for maintaining the security and confidentiality of your accounts, user names, and passwords, and for restricting access to your computer. By using the Websites, you further agree to accept responsibility for all activities that occur on your account under your user name or password. You may not assign or otherwise transfer your account to any other person or entity. Any user names or passwords used for the Websites are for individual use only. You acknowledge that we are not responsible for third party access to your account that results from theft or misappropriation of your account.

We may, but are not required to, monitor your password, and, at our discretion, require you to change it. If you use a password that we consider unsecure, we are entitled to require the password to be changed or to terminate your account. You understand that providing your user name or password to a third party without the authorization of the Company or using a password to gain unauthorized access to the Websites, may constitute computer fraud, which is a class 5 felony under the laws of the state of South Dakota (see S.D. Codified Laws Ann. § 43-43B-1 to 8), and may further constitute a violation of 18 U.S.C. § 1030, which is punishable by fine and/or imprisonment under federal law. You acknowledge we may monitor password use and vigorously pursue violators to the full extent of the law.

PRIVACY AND CONFIDENTIALITY

Your use of the Program and the Websites is subject to the Company's **Privacy Policy**, which outlines what information we collect on the Websites and how that information is used. Information processed by the Company, the Websites, and any related systems may be stored and used for various purposes. Please review our Privacy Policy for more information on our information collection, use, and sharing practices and our Children's Online Privacy Protection Act and other applicable disclosures.

The Company does not knowingly collect personal information from children under the age of 13 and does not wish to do so. The Company reserves the right to request proof of age so that it can verify that minors under the age of 13 are not using the Program.

We respect your privacy and must insist that you respect the privacy of other people that participate in the Program ("Participants"). By purchasing the Program you agree to respect the confidential and proprietary information, ideas, plans and trade secrets of the Participants, the Program and representatives of the Company (collectively, "Confidential Information").

Thus, you agree:

- not to infringe on any copyright, patent, trademark, trade secret or other intellectual property rights of the Company and the Participants.
- that any confidential information shared by the Participants or any of the Company's representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to the Company.
- not to disclose such information to any other person or use it in any manner other than in discussion with other Participants during any training sessions.
- that all materials and information provided to you by the Company are the Company's confidential and proprietary information and intellectual property, belong solely and exclusively to the Company, and may only be used by you as authorized by the Company.
- the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited.
- that if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

While you are free to discuss your personal results from our programs and training, you must keep the experience and statements, oral or written, of all other Participants in the strictest of confidence.

PROGRAM MEMBER AREA AND COMMUNITY RULES

- **No Solicitation Within the Program Member Area.** The Program community is about learning how to live a healthier life. You are not permitted to offer your services, sell your programs or products, nor are you permitted to invite Participants to join other social networks, groups, or programs. This is a space for learning and is pitch-free, solicitation-free, and sales-free environment. Sharing affiliate links within the Program Member Area is not permitted. Your failure to comply with these Terms and Conditions will result in immediate termination of your participation in the Program without refund.
- **Program Community Rules.** You agree to abide by the Program Community Rules, which are available at [Community Rules](#).

THIRD-PARTY MATERIALS AND WEBSITES

The Company may provide links to third-party materials and websites and may establish a Facebook group as a convenience to you and other Program Participants. These third-party materials and websites are not part of the Program and they may be either withdrawn or terminated at any time without any liability on the part of the Company. You agree that you will be responsible for all payment and other obligations associated with your use of any and all third-party materials and websites, and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. You further agree that you will not use any third-party materials and websites in a manner that would infringe or violate the rights of any other party and that the Company will not be liable for your improper use of third-party materials and websites.

ELECTRONIC COMMUNICATIONS

Visiting the Websites, texting, or sending emails to us constitutes electronic communications. You consent to receive electronic communications from us and agree to notify us of any changes in your telephone number or email address. Except as otherwise required under applicable law, you agree that all agreements, notices, and other communications that we provide to you electronically, via email, text or on the Websites, satisfy any legal requirement that such communications be in writing.

PAYMENT POLICY

You are responsible for the Program (including all applicable sales and other taxes or fees) and for providing to us and maintaining with us a valid credit card, debit card, or other acceptable payment method. If your payment does not process during this process or at a future billing cycle you will immediately lose access to all Program content.

We utilize third party payment processors in order to receive payments through the Websites for certain features, services, products, applications, and software. Any

payment made through a third party payment processor on the Websites is subject to the privacy policy and terms and conditions of use of such third party payment processor. We are not responsible for any errors or other discrepancies in payments processed by a third party payment processor. If you make, or attempt to make, any payment through the Websites, you agree that you are legally authorized to make such a payment using the payment method indicated. If you agree to recurring payments, you represent and warrant that: (1) you will not dispute the recurring payments with your bank or card issuer for features, services, products, applications, or software utilized by your account that are accurately charged according to any applicable fee schedule or fee agreement and these Terms and Conditions; (2) you are legally authorized to agree to recurring payments initiated by the Company; (3) your authorization of recurring payments for features, services, products, applications, or software utilized by your account will remain in effect and autorenew until such authorization is cancelled by an authorized account user in writing via email at: support@CreateAbundantLife.com or by calling (888) 317-4684. You acknowledge that cancellation of your payment processing authorization will not be effective with regard to a scheduled payment unless the Company receives the cancellation at least three (3) business days before the scheduled payment date. If any recurring payment dates fall on a weekend or holiday, the payment may be executed on the next business day. You agree to notify the Company in writing at least three (3) business days prior to any recurring payment date if there are any changes in the card account information provided along with your payment processing authorization. You understand that we may, at our discretion and in accordance with applicable law, attempt to reinstate within thirty (30) days any debit, payment or charge that was rejected or returned unpaid.

REFUND POLICY

Our commitment is to assist people to improve their lives. You can participate in the Program for up to thirty (30) days. If you do the work and don't get value or feel that your learning style doesn't match how we teach, we'll happily refund the Program subscription price for the first month.

RESULTS DISCLAIMER

When addressing personal matters in any of our websites, videos, newsletters, programs or other content, we've taken efforts to ensure that we accurately represent our programs and their ability to improve your life. However, the Company does not guarantee that you will see any results using any of our ideas, tools, strategies or recommendations, and nothing on our websites is a promise or guarantee to you of self-improvement.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE PROGRAM IS AT YOUR SOLE RISK. By purchasing the Program, you accept, agree and understand that you are fully responsible for your progress and results from your participation and we offer no representations, warranties or guarantees verbally or in writing regarding your earnings, or results of any kind. You alone are responsible for

your actions and results in life, relationships and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, and dedication to name just a few. You also understand that any testimonials or endorsements by our customers or audience represented in our programs, websites, content, landing pages, sales pages, or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. WE OFFER NO PROFESSIONAL LEGAL, MEDICAL, PSYCHOLOGICAL, THERAPY, OR FINANCIAL ADVICE.

ADDITIONAL TERMS AND CONDITIONS

- 1) **GOVERNING LAW.** You and the Company have entered into this Agreement in the State of South Dakota and agree that the validity, interpretation and legal effect of this Agreement, as well as all disputes among you and the Company, shall be determined in accordance with the laws of the State of South Dakota, United States of America, without regard to conflicts of law principles that would dictate the application of the law of a different jurisdiction.
- 2) **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS OWNERS, MANAGERS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR LICENSEES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR OUT OF YOUR USE OR PURCHASE OF THE PROGRAM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED COMMERCIALY TO THE FULLEST EXTENT PERMITTED BY LAW. THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH YOUR PURCHASE AND USE OF THE PROGRAM AND OTHERWISE IN ACCORDANCE WITH THE PRIVACY POLICY. YOU AGREE THAT YOUR SUBMISSION OF ANY INFORMATION IS AT YOUR SOLE RISK, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.
- 3) **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties. You have no right to assign your rights or obligations under this Agreement to any person, by operation of law or otherwise. The Program is a non-transferrable program.
- 4) **TERMINATION.** The Company is committed to providing all of our customers in the Program with a positive Program experience. If you fail, or the Company suspects that you have failed, to comply with any provisions of this Agreement, the Company,

in its sole discretion and without notice to you, may: (a) limit, suspend, or terminate your participation in the Program without refund or forgiveness of monthly payments; and/or (b) terminate this Agreement. Your obligations to the Company under this Agreement will survive expiration or termination of this Agreement for any reason.

- 5) **CHANGES.** The Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Program. Such modifications and additional terms and conditions shall be effective immediately and incorporated into this Agreement. Your continued use of the Program will be deemed your acceptance thereof. The changes may be listed in an area accessible to you on the Company's websites or you may be notified by either email or postal mail. If you have any questions, please contact us at support@CreateAbundantLife.com using Legal in the Subject Line.
- 6) **INDEMNIFICATION.** By subscribing and/or using the Program, you, to the extent permitted by law, agree to defend, indemnify, and hold harmless the Company, its owners, managers, members, employees, contractors, directors, related entities, affiliates, and successors from and against any all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys' fees, and disbursements - which any of them incur or become obligated to pay arising out of resulting from your breach of this Agreement and/or your subscription and/or use of the Program. You shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement, and the Company reserves the right to select the legal counsel engaged in its defense in any such action. You acknowledge and agree that all of the Company's owners, managers, members, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions or representations of the Company. Use of the Websites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, but not limited to, the liability, indemnification, arbitration, and jurisdiction sections contained herein below.
- 7) **RESOLUTION OF DISPUTES BY ARBITRATION.** YOU AND THE COMPANY AGREE THAT IN CONNECTION WITH ANY CONTROVERSY, DISPUTE, CLAIM OR GRIEVANCE, WHETHER IN CONTRACT, TORT, STATUTE, OR OTHERWISE, EITHER PARTY MAY ELECT TO FINALLY AND EXCLUSIVELY RESOLVE THE DISPUTE BY BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). ANY ELECTION TO ARBITRATE, AT ANY TIME, SHALL BE FINAL AND BINDING ON THE OTHER PARTY. IF EITHER PARTY CHOOSES ARBITRATION, **NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL.** DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. ALL DISPUTES WILL BE RESOLVED BEFORE A NEUTRAL ARBITRATOR, WHOSE DECISION WILL BE FINAL EXCEPT FOR A LIMITED RIGHT OF APPEAL UNDER THE FAA. ANY COURT IN SIOUX FALLS, SOUTH DAKOTA MAY ENFORCE THE ARBITRATORS AWARD. THE ARBITRATION SHALL BE COMMENCED AND

CONDUCTED UNDER THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) AND, WHERE APPROPRIATE, THE AAA’S SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (“AAA CONSUMER RULES”). BOTH OF WHICH ARE AVAILABLE AT THE AAA WEBSITE WWW.ADR.ORG. THE ARBITRATION MAY BE CONDUCTED IN PERSON, THROUGH THE SUBMISSION OF DOCUMENTS, BY PHONE, OR ONLINE. IF CONDUCTED IN PERSON, THE ARBITRATION SHALL TAKE PLACE IN SIOUX FALLS, SOUTH DAKOTA. THE PARTIES MAY LITIGATE IN COURT TO COMPEL ARBITRATION, TO STAY PROCEEDING PENDING ARBITRATION, OR TO CONFIRM, MODIFY, VACATE, OR ENTER JUDGMENT ON THE AWARD ENTERED BY THE ARBITRATOR. IN ADDITION, THE COMPANY MAY LITIGATE IN COURT TO SEEK INJUNCTIVE RELIEF. TO THE FULL EXTENT PERMITTED BY LAW, (I) NO ARBITRATION OR PROCEEDING SHALL BE JOINED WITH ANY OTHER; (II) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED OR RESOLVED ON A CLASS ACTION-BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; AND (III) THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR ANY OTHER PERSONS. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- 8) **EQUITABLE RELIEF.** You acknowledge and agree that in the event of a breach or threatened violation of the Company’s intellectual property rights and confidential and proprietary information by you, the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The Company may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the arbitration referenced above. You consent to the personal and subject matter jurisdiction of the federal and state courts in Minnehaha County, South Dakota, United States of America for purposes of any such action by the Company.
- 9) **ENTIRE AGREEMENT.** These Terms and Conditions, the Terms of Use, Privacy Policy, and Community Rules, together constitute the entire understanding and agreement of the Parties with respect to their subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties. In the event that any of the provisions in this Agreement, Terms of Use, Privacy Policy, or Community Rules are in direct conflict, the provisions of these Terms and Conditions will prevail.
- 10) **ASSIGNMENT.** You may not assign these Terms and Conditions. We may assign these Terms and Conditions, in whole or in part, at any time.
- 11) **SEVERABILITY.** The parties shall comply with all applicable laws in performing this Agreement. Whenever there is any conflict between any provision of this Agreement

and any law, the law shall prevail, but in such event the provision effected in this Agreement shall be limited or eliminated only to the extent necessary, and the remainder of this Agreement shall remain in full force and effect.

- 12) NO WAIVER. The failure of the Company to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision by the Company shall not be deemed to be a waiver of any other breach of such provision or any other provision.
- 13) CONTACT INFORMATION. Questions about these Terms and Conditions should be directed to the following email address: support@CreateAbundantLife.com