

Mpactful Messages Leadership Collective Membership Terms & Conditions:

TERMS OF PARTICIPATION

Please READ carefully. By purchasing the Mpactful Messages The Leadership Collective Membership, the following Terms and Conditions are entered into by client. (“Company”, “we”, or “us”) and You (“Client” or “You”) agree to the follow terms stated herein.

PROGRAM/SERVICE

Mpactful Messages Leadership Collective Membership (herein referred to as “Company”) agrees to provide a training membership (herein referred to as “Program”). As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Company shall provide the following to Client: Ignite group coaching membership program.

DISCLAIMER

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program.

Client understands The Mpactful Messages Leadership Collective is not an agent, manager, therapist, public relations or business manager, or financial analyst, psychotherapist, attorney or accountant. Client understands that Mpactful Messages has not promised, shall not be obligated to and will not;

- (1) procure or attempt to procure employment or business or sales for Client;
- (2) Perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto;
- (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy;
- (4) act as a public relations manager
- (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client;
- (6) introduce Client to Consultant’s full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

Client further understands that this program does not promise any outcomes whatsoever. Mpactful Messages does not guarantee Client will earn any income through this program.

FEES

In consideration of your access to the Program, you agree to pay the following fees.

Client agrees to a monthly recurring payment of \$37.95. Client will be billed each month on a recurring billing cycle based on date of client enrolling as a member. Client agrees to a 30 day cancellation notification sent via email to connect@mpactfulmessages.com.

You may not cancel or avoid these payments without a 30 day notification. In the event that any payment is not made, the Company will immediately suspend your access to the Program until your account is brought current.

METHODS OF PAYMENT

You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

REFUND POLICY

There will be no refunds for this program.

CONFIDENTIALITY

Mpactful Messages respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect Mpactful Messages confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information.

Similarly, the content of the Program contains Company proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, it's owners and employees, and other Program participants.

NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by

copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted 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 or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, CoVid 19/global pandemic, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

SEVERABILITY/WAIVER

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.

MISCELLANEOUS

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program. The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program

for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

NON-DISPARAGEMENT

The Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client’s associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

ASSIGNMENT

Client may not assign this Agreement.

MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted and members shall be notified.

TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to Orange County, CA.

EARNINGS DISCLAIMER

Every effort has been made to accurately represent this product and its potential.

This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by Facebook, nor have they been reviewed tested or certified by Facebook.

There is no guarantee that you will earn any money or guarantee an employment promotion or job security using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings.

Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. Any and all forward-looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else’s, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

If you do not understand or agree with any of these conditions, please do not order this material. If you require further clarification, please contact connect@mpactfulmessages.com

I Have Read & Accept the Conditions