

CANCELLATION AND REFUNDS

Due to your purchase being a coaching package in a business capacity, we do not offer refunds or cancellations. All contracts and purchases are binding.

Due to your purchase being an info-product in a business capacity and downloadable at the time of purchase, we do not offer refunds or cancellations. All purchases are binding.

By clicking continuing with your purchase and entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, in the course, you ("Client") are entering into a legally binding agreement with Powerful Mind Wellness, LLC a Wisconsin Corporation ("Company"), according to the following terms and conditions:

1. **POWERFUL MIND WELLNESS, LLC'S SERVICES.** Upon execution of this Agreement, electronically, verbally, or otherwise, Powerful Mind Wellness, LLC agrees to render services related to education, seminar, consulting, coaching, and/or business-coaching (the "destination-intensive" "coaching package" or "course"). The terms of this Agreement shall be binding for any further goods/services supplied by Powerful Mind Wellness, LLC to Client. Parties agree that the destination-intensive, coaching program, or course is in the nature of coaching and education. The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Powerful Mind Wellness LLC's website as part of the Program. Company reserves the right to substitute services equal to or comparable to the destination-intensive, coaching program, or course for Client if the need arises.

2. **COMPENSATION.** Client agrees to compensate Powerful Mind Wellness, LLC according to the payment schedule set forth on I Powerful Mind Wellness, LLC's website and the payment plan selected by Client (the "Fee"). Powerful Mind Wellness, LLC shall charge a 5% (five percent) late penalty to all balances that are not paid in a timely manner by Client.

3. **REFUNDS.** Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee. If Client cancels attendance at the destination-intensive, coaching program, or course for any reason whatsoever, Client will receive no refund, and will remain responsible for paying the rest of the fee, even if Client decides not to continue services.

4. **CHARGEBACKS AND PAYMENT SECURITY.** To the extent that Client provides Powerful Mind Wellness, LLC with Credit Card(s) information for payment on Client's account, Powerful Mind Wellness, LLC shall be authorized to charge Client's Credit Card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Powerful Mind Wellness, LLC, Powerful Mind Wellness, LLC shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Powerful Mind Wellness, LLC's account or cancel the credit card that is provided as security without Powerful Mind Wellness, LLC's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Powerful Mind Wellness, LLC without notifying Powerful Mind Wellness, LLC in advance.

5. **NO RESALE OF SERVICES PERMITTED.** Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the destination-intensive, course, or coaching program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without Powerful Mind Wellness, LLC's prior written consent.

6. NO TRANSFER OF INTELLECTUAL PROPERTY. Powerful Mind Wellness, LLC's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Powerful Mind Wellness, LLC's intellectual property for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Powerful Mind Wellness, LLC electronically or otherwise without the prior written consent of the Company. All intellectual property, including Powerful Mind Wellness, LLC's copyrighted course materials, shall remain the sole property of Powerful Mind Wellness, LLC. No license to sell or distribute Powerful Mind Wellness, LLC's materials is granted or implied.

7. LIMITATION OF LIABILITY. By using Powerful Mind Wellness, LLC's services and enrolling in the Program, Client releases Powerful Mind Wellness, LLC's, its officers, employers, directors, and related entities from any and all damages that may result from anything and everything. Client accepts any and all risks, foreseeable or unforeseeable, arising from such transactions. Regardless of the previous paragraph, if Powerful Mind Wellness, LLC is found to be liable, Powerful Mind Wellness, LLC's liability to Client or to any third party is limited to the lesser of (a) the total fees Client paid to Powerful Mind Wellness, LLC in the one month prior to the action giving rise to the liability, and (b) \$1000. All claims against Powerful Mind Wellness, LLC must be lodged with the entity having jurisdiction within 100-days of the date of the first claim or otherwise be forfeited forever. Client agrees that Powerful Mind Wellness, LLC 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 Powerful Mind Wellness, LLC's services or enrollment in the Program. Client agrees that use of Powerful Mind Wellness, LLC's services is at Client's own risk.

8. DISCLAIMER OF GUARANTEE. Client accepts and agrees that she/he is 100% responsible for her/his progress and results from the Program. Client accepts and agrees that she/he is the one vital element to the Program's success and that Powerful Mind Wellness, LLC cannot control Client. Powerful Mind Wellness, LLC makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Powerful Mind Wellness, LLC and its affiliates disclaim the implied warranties of titles, merchant ability, and fitness for a particular purpose. Powerful Mind Wellness, LLC makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same results.

9. COURSE RULES. To the extent that Client interacts with Powerful Mind Wellness, LLC staff and/or other Powerful Mind Wellness, LLC clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. Client agrees to abide by any Course Rules/Regulations presented by Powerful Mind Wellness, LLC. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

10. USE OF COURSE MATERIALS. Client consents to recordings being made of courses and Powerful Mind Wellness, LLC. Powerful Mind Wellness, LLC reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and destination intensives, courses, and coaching programs for future lecture, teaching, and marketing materials, and further other goods/services provided by Powerful Mind Wellness, LLC, without compensation to the Client. Client consents to its name, voice, and likeness being used by Powerful Mind Wellness, LLC for future lecture, teaching, and marketing materials, and further other goods/services provided by Powerful Mind Wellness, LLC, without compensation to the Client.

11. NO SUBSTITUTE FOR MEDICAL TREATMENT. Client agrees to be mindful of his/her own wellbeing during the course and seek medical treatment (including, but not limited to psychotherapy), if needed. Powerful Mind Wellness, LLC does not provide medical, therapy, or psychotherapy services. Powerful Mind Wellness, LLC is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

12. TERMINATION. In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due here under shall be immediately due and payable. Powerful Mind Wellness, LLC shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Powerful Mind Wellness, LLC, Client shall be barred from using any of Powerful Mind Wellness, LLC's services.

13. CONFIDENTIALITY. The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs. Powerful Mind Wellness, LLC agrees not to disclose, reveal or make use of any Confidential Information learned of through its transactions with Client, during discussion with Client, the coaching session with Powerful Mind Wellness, LLC, or otherwise, without the written consent of Client. Powerful Mind Wellness, LLC shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

14. NON-DISPARAGEMENT. In the event that a dispute arises between the Parties or a grievance by Client, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

15. INDEMNIFICATION. Client shall defend, indemnify, and hold harmless Powerful Mind Wellness, LLC's, Powerful Mind Wellness, LLC's share-holders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Powerful Mind Wellness, LLC's, or any of its shareholders, trustees, affiliates or successors. Client shall defend Powerful Mind Wellness, LLC in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Powerful Mind Wellness, LLC recognizes and agrees that all of the Powerful Mind Wellness, LLC's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of Powerful Mind Wellness, LLC.

16. CONTROLLING AGREEMENT. In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Powerful Mind Wellness, LLC, Powerful Mind Wellness, LLC's representatives, or employees, the provisions in this Agreement shall be controlling.

17. CHOICE OF LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of Wisconsin, Washington County pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

19. SURVIVABILITY. The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

20. SEVERABILITY. If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

21. OTHER TERMS. Upon execution by clicking "I agree," the Parties agree that any individual, associate, and/or assign shall be bound by the terms of THIS AGREEMENT. A facsimile, electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.