

TERMS OF PARTICIPATION

Please READ the following carefully. By conducting business with Envision Strategic Communication LLC, DBA Envision Solutions (hereafter referred to as the “Company”), you agree to the following terms as outlined in this document (hereafter referred to as the “Agreement”). In the context of this Agreement, you shall be referred to as the “Client”.

PROGRAMS TO BE PROVIDED

The Company is a full-service marketing consultant and service provider specializing in a wide array of business solutions, including but not limited to expertise in team coaching, marketing strategy coaching, marketing services, branding, custom blogging, social media, and graphic design. However, in the context of the Agreement, the Company is ONLY agreeing to provide the Client with access to the Company’s Marketing Education Materials (hereafter referred to as the “Educational Material(s)”). The Company will NOT provide any additional services to the Client such as web design, graphic design, content creation, consulting or any other service the Client may desire under the scope of this agreement.

If the Client wishes to work with the Company within any other capacity, an additional agreement must be implemented.

FEES

The Client agrees to pay the company in full for the Educational Materials purchased from the Company at the agreed upon price. If the Client fails to pay the Company in full by the agreed upon date, the Company may indefinitely revoke the Client’s access to any and all Educational Materials not paid in full without refunding any amount already paid. Once the Client has purchased the Educational Materials in full, the Company agrees to grant access to the purchased Educational Materials for the entire length of time specified at the time the initial purchase agreement was made. If for whatever reason the Company wishes to deny the Client access to any or all Educational Materials the client has purchased in full, they may do so provided that they reimburse the Client the full amount the Client paid for those specific Educational Materials.

METHODS OF PAYMENT

The Client may pay the Company by credit or debit card through any third-party payment processing system the Company chooses (Paypal, Square, etc.). The Company will never host payment transactions on its website. The Client acknowledges that third-party payment processing systems will have their own terms and conditions and acknowledges that the Company has no influence over those terms and conditions. It is the Clients responsibility to read and abide by the terms and conditions of any third-party payment processing systems.

60-DAY REFUND POLICY OF EDUCATIONAL MATERIALS

We (the Company) want you to be satisfied with any and all Educational Materials that you (the Client) purchase from us. However, please realize that the effectiveness of all Educational Materials depends on your willingness to implement the principles we will teach you. We offer a 60-day refund period where we will refund your full purchase price if you are not satisfied with the Educational Material. However, we will only honor that refund IF you have completed ALL modules with the accompanying homework assignments and if you can show that you have implemented the homework changes to your marketing strategy/assets. Please continue reading for the full legal agreement regarding our 60-day refund.

The Company has agreed to refund the Client the full amount paid by the Client to the Company for the Educational Materials within the first 60-days after the initial purchase is made upon the Client's request. However, this refund is contingent upon the Client using the Educational Materials as designed. If the Client fails to use the Educational Materials as designed, no refund shall be granted. As a minimum, the Client must be able to prove to the Company that they have done the following:

- Watched and completed all Modules in the purchased Educational Material.
- Completed all Homework Assignments as directed in the Educational Materials.
- Implemented any and all changes to their business's marketing assets (website, business cards, print collateral, social media channels, etc.) as directed by the Educational Materials.
- Communicated their dissatisfaction regarding the Educational Materials to the Company directly.
- Viewed and used all Power Resources to complete Homework Assignments.

If the Client's request for a refund is granted by the Company, the Client shall lose access to all refunded Education Materials immediately.

If the Client requests a refund after 60-days, no refund shall be granted.

NO TRANSFER OF INTELLECTUAL PROPERTY

All Educational Materials and Processes are the Intellectual Property of the Company and are copyrighted by law. The Client may not purchase the rights to redistribute the Company's intellectual property or any other Educational Material or Resource created by the Company for any reason to any party. When the Client purchases any Educational Material from the Company, **they are only purchasing ONE usage license** to the specific Educational Material. The Client agrees to not give any other person access to their user account for any reason unless it is to one of the Client's direct employees who will be implementing the Educational Material on the Client's behalf. If the Client fails to abide by this Agreement, they shall immediately forfeit their

rights to access any and all purchased Educational Materials. In the event the Client forfeits their rights to access the Educational Materials, a refund shall not be granted.

The Client may not claim ownership or redistribute any intellectual property of the Company.

CLIENT RESPONSIBILITY

Our Educational Materials are developed strictly for educational purposes ONLY. The Client accepts and agrees that they are fully responsible for their marketing progress and results and that the Educational Materials are only to be used as a guide to direct their efforts. The Company does not guarantee any particular result from purchasing or using any Educational Material the Company creates, sells or distributes.

The Client understands that results and experiences of each user of the Educational Material may vary depending on the user's ambition, industry, experience and other factors. While the Company has designed the course to the best of its ability based on past experience and research, there may be strategies which are taught in the Educational Materials which have not been tested or may be ineffective in your industry and business. The Client agrees not to hold the Company liable for the effectiveness of both tested and non-tested strategies taught in all Educational Materials sold and created by the Company. The Client also understands that all Educational Materials are designed for a general audience and may or may not contain any examples specific to the Client's industry and business.

AGREEMENT DOES NOT ESTABLISH A RELATIONSHIP

Nothing in this agreement establishes a relationship in any way between the Company and the Client except for what is specifically outlined at the initial time of purchase for each specific Educational Material. If any previously purchased Educational Materials are revised, improved or supplemented, the Company shall be under no obligation to provide the Client with an updated version of the Educational Materials.

The Client also understands and agrees that the price of specific Educational Materials may vary from time to time. The Client understands that no refund shall be given if the purchased Educational Materials decrease in price. The Company agrees not to charge the Client an additional fee for any Educational Material that they have purchased provided that the Educational Material has not been modified or improved in any way.

FORCE MAJEURE

The Company's performance of its obligations as laid out in this Agreement are subject to all applicable laws, ordinances, rules and regulations of governmental authorities. The Company shall not be liable for any delay or failure in any of its obligations under this Agreement caused by acts beyond its control, including but not limited to acts of God or of the public enemy, acts

of the government of the United States, or any state or political subdivision of a state, fires, floods, explosions, earthquakes, windstorms, hurricanes, lightning, or other unusually severe weather, catastrophes, riots, strikes, work stoppages, inability of Service Provider to obtain equipment or material, or intervening acts of third parties.

SEVERABILITY/WAIVER

The covenants contained herein shall be presumed to be enforceable, and any reading causing unenforceability shall yield to a construction permitting enforcement. If any single covenant or clause shall be found unenforceable, it shall be severed and the remaining covenants and clauses enforced in accordance with the tenor of the Agreement. In the event the Arbitrator(s) should determine not to enforce a covenant as written due to overbreadth, the parties specifically agree that said covenant shall be modified and enforced to the extent reasonable, whether said modifications are in time, territory, or scope of prohibited activities

MISCELLANEOUS

LIMITATION OF LIABILITY. The Client agrees that they are ONLY purchasing Educational Materials from the Company and are not purchasing any additional services. In the event that any injury, property damage, reputational damage or any other liability shall occur as a result of implementing the Educational Materials, the Client agrees not to hold the Company liable.

If the Client shall use the Educational Materials in a way contrary to the Company's intended purpose, that Client shall forfeit their right to access those Educational Materials. The Client agrees to not intentionally disrupt the experience of other clients that the Company may have and agrees to not intentionally harm or damage the Company's Educational Materials in any way that may affect the Company.

MODIFICATION.

The Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and all affected clients shall be notified by email.

If you have any questions regarding this agreement, please reach out to us.

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