

THE ROI CLUB

TERMS AND CONDITIONS

TERMS OF PARTICIPATION

Please READ Carefully by purchasing this product you (herein referred to as "Client") agrees to the follow terms stated herein.

PROGRAM/SERVICE

Wicked Awesome Media, LLC.(herein referred to as "Wicked Awesome Media" or "Company") agrees to provide Program, "Rick Mulready's ROI Club" (herein referred to as "Program") identified in online commerce shopping cart. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

DISCLAIMER

Client understands Rick Mulready (herein referred to as "Consultant") and Wicked Awesome Media, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant 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.

FEES

The fee for Rick Mulready's ROI Club are the following options: (1) A limited number of Founding Members will be given the option of a monthly subscription rate of \$97.00 or \$970.00 annually. (2) A limited number of Members will be given the option of a monthly subscription rate of \$147.00 or \$1,470.00 annually. (3) The regular monthly subscription rate is \$197.00 or \$1,970.00 annually. (4) Additional limited time pricing options may become available.

Any member who cancels and decides to rejoin will be subject to the regular monthly or annual subscription fee.

A temporary offer of "Rick's Sales Funnel Package" will be available at the price of \$597.00. The Company reserves the right to offer this at any time.

METHODS OF PAYMENT

Client authorizes the Company to charge Client's credit card, debit card or PayPal account each month.

Rick Mulready's ROI Club REFUND POLICY

We DO NOT offer refunds on our Rick Mulready's ROI Club program for monthly memberships. For annual memberships, if you decide to cancel within 60 days you will get a refund for the remaining months.

There are NO refunds for "Rick's Sales Funnel Package".

CONFIDENTIALITY

The Company respects Client's privacy and insists that Client respects the Company's and Program Participants (herein referred to as "Participants"). Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by Program participants or any representative of the Company is confidential, Proprietary, and belongs solely and exclusively to the Participant who discloses it. Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, on the forum or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with other Participants during Program. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Client agrees not to violate the Company's publicity or privacy rights. Furthermore Client will NOT reveal any information to a third party obtained in connection with this Agreement or Company's direct or indirect dealings with Client including but not limited to; names, email addresses, third-party company titles or positions, phone numbers or addresses. Additionally, Consultant will not, at any time, either directly or indirectly, disclose confidential information to any third party. Further, by purchasing this product you agree that if you violate or display any likelihood of violating this session the Company and/or the other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

NO TRANSFER OF INTELLECTUAL PROPERTY

Wicked Awesome Media's program is copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Wicked Awesome Media. No license to sell or distribute Company's materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any

manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

CLIENT RESPONSIBILITY

Program is developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, 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 Program. Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Company assumes no responsibility for errors or omissions that may appear in any program materials.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, 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 Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

MISCELLANEOUS

LIMITATION OF LIABILITY.

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releasees") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company 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 Company's services or enrolment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

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 without express written consent of Company.

MODIFICATION.

Company may modify terms of this agreement at any time. All modifications shall be posted on the Wicked Awesome Media's website and purchasers shall be notified.

TERMINATION.

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other

participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

INDEMNIFICATION.

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, 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 wilful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of my payment for the right to participate in Wicked Awesome Media Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Wicked Awesome Media and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releasees") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs.

RESOLUTION OF DISPUTES.

If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. 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 a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

EQUITABLE RELIEF.

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

NOTICES.

Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or email. Email: support[at]rickmulready[dot]com. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance. This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America.

Earnings disclaimer:

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

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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.

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