

TERMS AND CONDITIONS OF PURCHASE

By registering to participate in the Legal Career Clarity online program (the "Program") from All Rise LLC d/b/a Heather Hubbard (the "Company"), you agree and consent to the following legal terms and conditions that govern your use of the Program and that form a legal agreement (the "Agreement") between you and Company.

PURCHASING REQUIREMENTS

You must be at least 18 years of age or older to purchase this Program. The Program is available for individual purchase only. Partners, colleagues, teams, collaborators, friends, and others will need to register individually. You are expressly prohibited from sharing access to the Program with anyone else. Additionally, you have no right to assign this Agreement as this Program is non-transferable.

PAYMENT AND REFUNDS

The cost of the Program is \$499 USD. You are responsible for paying for the Program in full and for providing Company with a valid credit card or other payment method. If the payment is declined, returned or deemed fraudulent, your access to the Program will be terminated until all payments are made in full.

If after completing the first two weeks' lessons, including watching the videos and completing the workbook assignments, you don't feel as though the Program is right for you, Company will refund your credit card purchase, less any external processing and assessment fees, subject to the following conditions:

- Deadline to request refund. To be eligible for a refund, you must email support@heatherjoyhubbard.com with the subject line "Refund Request" within 14 days of purchasing the Program. This is a firm deadline; no exceptions.
- Deadline to submit required documentation. If you submit a request prior to the above-stated deadline, Company will send you a link to a short survey. Within 48 hours, you must complete the survey and submit pdf copies of your completed workbook assignments from Weeks 1 and 2. This is a firm deadline; no exceptions.
- Company Discretion. If the request and documentation deadlines are met but Company feels as though you did not put forth a good faith effort to do the work or provide honest feedback, Company has sole discretion as to whether to grant or deny the refund request. Refunds are solely for participants who have done the work but do not feel the Program is a good fit for them. Integrity matters. Do not register for the Program or submit a refund request if you're not serious about doing the work. Refunds will be not given to those who simply change their minds or decide they don't have the time.
- Program access. If a refund is requested, your access to the Program will be suspended upon receipt of the request. If a refund is thereafter granted, your access will then be terminated. Your obligations under this Agreement, however, will survive. If a refund is thereafter denied, your access will be fully restored.

INTELLECTUAL PROPERTY

This Program includes materials protected by copyright, trademark and other intellectual property laws. Such materials include but are not limited to trainings, written text, workbooks, videos, audio recordings, photos, designs and graphics. Any reproduction or unauthorized use

shall constitute infringement. Duplicating, sharing or uploading Program files to sharing sites is considered stealing and Company will prosecute such misconduct to the fullest extent permitted by law.

Company provides you with this 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 this Agreement. You will not use the Program in a manner that constitutes infringement or that has not been authorized by Company. More specifically, you may view, download, print, email and use these materials for your personal, noncommercial purposes only. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from the Program for commercial purposes or for sharing with others. Additionally, you may not modify, 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.

CONFIDENTIALITY

To access the online membership site of the Program, you will be assigned a username and password. You agree to keep this information confidential and not share it with anyone else. If Company has reasonable grounds to suspect that you have shared your username and password with anyone else, or forwarded Program material to any other person, Company has the right to suspend or terminate your participation, customer account and refuse any and all current or future use of the website and online courses, in whole or part, without refund.

If you choose to participate in any bonus group activity, including but not limited to the Facebook group or telephone calls, video streams, webinars, or other group forums, you are expressly forbidden from disclosing information about other Program participants including their names or other personally identifiable information. While you are welcome to share with others your personal results from the Program, you must keep the experience and statements, oral or written, of all other participants in the strictest of confidence.

PRIVACY

Company and its third-party vendors may collect information from you when you purchase the Program, fill out any type of form, access private membership pages, or otherwise contact Company via an online form or e-mail. The information collected may include your name, e-mail, address, phone number, and billing information.

Company collects such information in order to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee promotions and improve website performance and customer service.

Company may collect domain information and “cookies” (small files saved on your hard drive by your web browser) to analyze website and advertisement performance, track user patterns, save information from your previous visits and customize your experience.

Company respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties for marketing or advertising. Company may, however, share your information with third party service providers working on Company’s behalf to serve you. Examples include companies and individuals we have engaged to maintain and update website

or e-mail platforms or to process financial transactions. Company may also be required by law to release information in certain circumstances.

Any third-party links to products or services are subject to separate privacy policies. Company is not responsible for or liable for any content on or actions taken by such third-party websites.

This Program is targeted and intended for persons over the age of 13. Company does not knowingly collect information from anyone under 13 years of age.

THIRD-PARTY MATERIALS AND BONUSES

Company may provide various bonuses to Program participants including access to third-party materials (such as video trainings) and websites (such as a Facebook group). These bonuses are not part of the Program and may be withdrawn or terminated at any time without any liability on the part of 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. In addition, you agree that Company is not responsible for examining and evaluating the content and accuracy of any third-party materials and websites, and 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 Company will not be liable for your improper use of third-party materials and websites.

FORBIDDEN ACTIVITIES

You are strictly forbidden from the following:

- Causing damage to any Program websites
- Using any Program website for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Program website to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Program website to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Program website
- Sharing private and proprietary information from the Program with anyone else

INDIVIDUAL RESPONSIBILITIES

This Program does not provide any financial, legal, medical or psychological services or advice. None of the content cures or treats any mental or medical condition. You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results. Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

Any third-party links to products or services are subject to separate terms and conditions. Company is not responsible for or liable for any content on or actions taken by such third-party websites. Although Company may recommend third-party sites, products or services, it is your responsibility to fully vet such third-parties before entering into any transaction or relationship with them.

COACHING

The Program does not include individual coaching. The Program is a self-study program only. Although Company may be available to answer questions in the private Facebook group, there is no agreement to provide individual coaching during the Program or afterwards. Opinions expressed are just that. Company shall not be liable for any direct or indirect damages resulting from any opinions offered, including but not limited to adverse consequences arising from specific referrals, advice given, or any action taken while in the Program.

NON-DISPARAGEMENT

You agree not to engage in any conduct or communications with a third party, public or private, designed to disparage Company, Program, or Heather Hubbard, including, but not limited to, any remark, comment, message, information, declaration, campaign, communication, or other statement of any kind, whether verbal, in writing, electronically transferred, or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous, or slander.

TERMINATION

If you fail, or Company suspects that you have failed, to comply with any of the provisions of this Agreement, Company, in its sole discretion and without notice to you, may: (a) limit, suspend, or terminate your participation in the Program without refund; and/or (b) terminate this Agreement. Your obligations under this Agreement will survive expiration or termination of this Agreement for any reason.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and its owners, employees, agents, contractors and interns harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

THE INFORMATION, PRODUCTS AND SERVICES OFFERED IN THE PROGRAM ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ANY PROGRAM WEBSITE OR ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PART OF THE WEBSITES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF YOUR USE, INABILITY TO USE, OR PURCHASE OF THE PROGRAM. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM. NOTWITHSTANDING THE FOREGOING, ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PROGRAM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITED OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL

DAMAGES, IN SUCH STATES OR JURISDICTIONS COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to its conflict of laws. The state and federal courts located in Davidson County, Tennessee shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program. You hereby submit to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defense of forum non conveniens.

CONSTRUCTION OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties with respect to its 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 provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of Company to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.

CHANGES

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 or any bonuses will be deemed your acceptance thereof. The changes may be listed in an area accessible to you on the Program membership site.