

**JESSICA DOLCE, LLC**  
**COMPASSION IN BALANCE PROGRAM SELF STUDY TERMS AND CONDITIONS**

This Compassion In Balance Program Agreement ("**Agreement**") is entered into as of the date the product is purchased ("**Effective Date**") from Jessica Dolce, LLC, a Maine limited liability company ("**Dolce**"), by the organization or individual ("**Customer**") purchasing product.

**1. Program Content.** The *Compassion In Balance Self Study* "Program Content" consists of:

- 6 module self-study course materials
- Additional learning materials, participant workbook, assessments, and certificate of completion

**2. Access.** In consideration of the Program Fee, Dolce grants Customer and each User access to the Program Content throughout the Access Term. After the Access Term ends, Customer and Users will not be able to access Videos, but will be free to keep their copies of other Program Content permanently. Customer and Users may not in any circumstances share Program Content to individuals or organizations other than Customer and other Users.

**3. Users.** The "Users" are Customer's full-time and part-time employees, volunteers and any independent contractor staff worldwide who have been granted an individual license to access the Program Content and are nontransferable. Enrollments are licensed to individual Users, not to shelters, hospitals, a shared email account, or general location.

**4. Agreement Term and Access Term.** Unless earlier terminated as provided herein, (a) the term of this Agreement ("**Agreement Term**") begins on the Effective Date and ends on the expiration of the Access Term and (b) the period in which Customer will enjoy the licenses granted by this Agreement ("**Access Term**") begins on the date of purchase and terminates one year later.

**5. Program Fee.** The Program Fee is nonrefundable once paid.

**6. Third-Party Services.** To access the Program Content, each User will use third-party services provided by Kajabi ("**Third-Party Services**"). Kajabi requires Users to create accounts. Dolce does not own, operate or control the Third-Party Services, and each User's use of each Third-Party Service will be pursuant to its own terms of use. Any termination of a User's access by a Third-Party Service will not be deemed a violation of this Agreement by Dolce.

**7. Customer's Obligations.** Customer (a) will not allow access to the Program Content, or the password(s) or other login credentials used to access the Program Content, to individuals or organizations other than Users and (b) will not violate any Terms of Use or similar agreements of

Kajabi or any other third-party services that Dolce and Customer may use in connection with the Program Content. Customer agrees that any such use with individuals or organizations other than Users does not constitute Fair Use within the meaning of the United States Copyright Act. If Customer allows individuals or organizations other than Users to access the Program Content, Dolce may immediately terminate this Agreement and the Access Term without refund to Customer.

**8. Rights Reserved.** All right, title, and interest in the intellectual property embodied in the Program Content belongs to and will remain the sole property of Dolce. This Agreement provides Customer with no rights or licenses except those expressly set forth here.

**9. Disclaimer of Licensed Professional Services.** Neither Dolce nor Jessica Dolce is a licensed counselor, therapist, physician or other professional required to hold a professional license under the law of Maine or any other jurisdiction. The Program Content and any and all other communications between Dolce and Customer and Users are not “counseling” or the practice of medicine within the meaning of the laws of Maine or any other jurisdiction, and do not entail the diagnosis or treatment of any mental disorders, substance abuse problems or other health conditions or problems. The Program Content is educational in nature, and Dolce intends it to be helpful to Customer and Users, but is not a substitute for medical or behavioral health care. Any person experiencing trauma, stress or any other mental or physical health problems should consult with a qualified health care provider.

**10. DISCLAIMERS OF WARRANTIES.**

***The Program Content is provided “as is.” Dolce disclaims all warranties to Customer and all Users regarding the Program Content and the Third-Party Services, including without limitation all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose and warranties that the Program Content or Third-Party Services will meet any or all of Customer’s requirements or produce any particular result for Customers or for any User. Customer acknowledges that Dolce cannot guarantee any particular result and that the Program Content’s effectiveness may vary based on subjective factors including the extent of Users’ active participation in and engagement with the Program Content.***

**11. DISCLAIMER OF LIABILITY.**

***Dolce will have no liability (including no liability for any consequential, indirect, incidental, special, exemplary, punitive or enhanced damages) to Customer or to any User or any third party in connection with the Program Content or the Third-Party Services by any of them of in any way. These limitations apply to all claims for damages, whether based in contract, warranty, strict liability, negligence, tort, or otherwise, and regardless of the person bringing the claim. Notwithstanding anything to the contrary in this Agreement, Dolce’s liability to***

***Customer shall not be limited based upon claims related to Dolce's bad faith failure to materially comply with any of its material obligations set forth in this Agreement. In no event shall Dolce's maximum aggregate liability arising out of or related to this Agreement exceed the amounts paid by Customer to Dolce pursuant to this Agreement.***

**12. Indemnification.** Customer will indemnify, defend and hold harmless (collectively "**Indemnify**") Dolce and its officers, employees and owners (collectively "**Dolce Indemnitees**") from and against any claims, demands and actions, and any related or resulting liabilities, damages, costs and expenses (including legal fees and expenses) (collectively "**Losses**") by Users and all other third parties against any Dolce Indemnitees arising out of or relating to the Program Content and this Agreement. Notwithstanding anything to the contrary in this Agreement, Customer is not obligated to indemnify, hold harmless, or defend the Dolce Indemnitees against any claim if such claim or corresponding Losses arise out of or result from Dolce's: (a) gross negligence or more culpable act or omission (including recklessness or willful misconduct); or (b) bad faith failure to materially comply with any of its material obligations set forth in this Agreement.

**13. General.** This Agreement is the parties' entire understanding regarding its subject matter, **replacing all prior agreements between them.** Any amendment must be in writing and expressly state that it is amending this Agreement. Maine law, except for conflict of law rules, will apply to any dispute related to this Agreement.