

## **Clarity & Confidence Collective® Terms and Conditions of Purchase**

By purchasing access to the Clarity & Confidence Collective, you agree to the following terms and conditions of purchase (hereinafter "Agreement"), as well as our Privacy Policy, hereby incorporated by reference. This is a legal agreement between you ("user") and Kelli Thompson LLC.

In the event of a conflict between this Agreement and our Privacy Policy or website Terms of Use, the terms of this Agreement shall control.

Please read the following Agreement carefully. THE BOLDDED SECTION ENTITLED 'BINDING ARBITRATION' AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING.

### **Purchaser Rights, Conduct, and Limitations**

Your purchase of the Clarity & Confidence Collective includes access to all of the events and features of the membership website, <https://confidence-clarity.mn.co/> (hereinafter "Membership Site").

You hereby acknowledge and agree that the terms of this Agreement are supported by reasonable, adequate, and valuable consideration of your purchase of the Clarity & Confidence Collective.

You may access/use the Clarity & Confidence Collective for lawful purposes only. By accessing the Clarity & Confidence Collective, you agree not to post, transmit, email, or in any other way make available content that infringes on the trademark, copyright, propriety, or privacy rights of any entity or individual including personal data belonging to another person such as their email address, telephone number, credit care information, postal address, or other sensitive data.

You agree not to post, transmit, email, or in any other way make available content that is obscene, defamatory, pornographic, sexually explicit, promotes violence, contains hate speech, or invades the privacy of another.

You agree not to access the Clarity & Confidence Collective to carry out commercial activity or transmit spam.

You acknowledge and agree that the Clarity & Confidence Collective, in its sole discretion, may remove any content it deems to violate these Terms or otherwise constitute a criminal offense, fraud, or potentially create civil liability.

In the event of third-party legal action against you arising from or relating to your use of the Clarity & Confidence Collective, you agree to hold harmless and indemnify the Clarity & Confidence Collective from any related claims or actions.

## **Submissions**

In your use of the Clarity & Confidence Collective, you may submit comments, suggestions, reviews, questions, and other information. However, any submissions that contain illegal, obscene, or threatening information will be removed, and you may be prohibited from future access or use of the Clarity & Confidence Collective. You also may not submit any type of spam including, but not limited to, mass mailings or chain letters, political campaign material, or commercial solicitations. You may not transmit any information which infringes on another party's intellectual property, invades the privacy of another, or in any other way causes injury to another individual. You may not transmit data containing software viruses. Any violation of these terms may result in an immediate termination of your right to access the Membership Site and may prohibit you from future use of the Membership Site.

We reserve the right to edit and remove any content generated by or involving you on our Membership Site. We assume no responsibility or liability for any content sent or posted by you or any other person.

Subject to the terms set forth in our Privacy Policy, no submissions by a purchaser will be treated as confidential and your submission of data or information to us does not form a confidential or fiduciary relationship, nor does it create any expectation of confidentiality between you and Kelli Thompson LLC.

## **Intellectual Property Rights and Limited License**

Kelli Thompson LLC reserves rights to all content, information, data, text, logos, design elements, headers, service marks, trademarks, photographs, images, videos, blog posts, program and product names, graphics, color schemes and artwork published, to the extent protectable, within or relating to the Clarity & Confidence Collective, as well as any and all information assessed through the Clarity & Confidence Collective, which is proprietary.

You may not copy, reproduce, modify, upload, republish, sell, transmit, distribute, post, exploit, or create derivative works of any material from the Clarity & Confidence Collective.

You may not use any trademarks, service marks, logos, or graphics owned by the Clarity & Confidence Collective common law rights or registration.

### *Our Limited License to You*

By purchasing the Clarity & Confidence Collective, Kelli Thompson LLC grants you a limited, non-transferrable, revocable license to view and utilize content for your personal use only. If you purchase the Clarity & Confidence Collective, you may access and download purchased content subject to a limited, non-transferrable, revocable license for your own personal, non-commercial use to access, download, and view the material.

This license is granted for use by (1) individual only. If you would like to participate in the Clarity & Confidence Collective with a friend, business partner, or colleague, each individual must purchase a separate membership.

You are prohibited from reselling or distributing such purchased material. No other use of our content is permitted without the express written consent of Kelli Thompson LLC.

If you violate any portion of these terms, you must destroy any copies you made of our content immediately and your right to access and use the Clarity & Confidence Collective and content shall terminate automatically. We reserve the right to take any and all appropriate legal action against infringement upon our intellectual property rights. We also reserve the right to revoke your access to any purchased material, without refund, and take any appropriate legal action.

### **Confidentiality and Non-Disclosure**

By purchasing the Clarity & Confidence Collective, you agree to protect the privacy of Kelli Thompson LLC and other participants pursuant to the following conditions:

- You agree not to disclose any proprietary information, confidential information, or trade secrets relating to information and content provided through the Clarity & Confidence Collective.
- You will not discuss or disclose the experience or personal results of other participants.
- You will not disclose any confidential or proprietary information shared by another participant or Kelli Thompson LLC agent or representative.

- You may not share, disclose, reproduce, modify, distribute, sell, or create a derivative work from any content belonging to and shared by another participant.

### **Technology Disclaimer**

By accessing and using the Clarity & Confidence Collective you acknowledge, understand, and agree that Kelli Thompson LLC makes no representations, warranties, or guarantees regarding the function or condition of our Membership Site including any features or links.

You further understand and agree that Kelli Thompson LLC shall not be liable to you for any loss, damage, inconvenience, or interruption to your business caused by the existence of viruses, or lack of accessibility or availability of the Membership Site.

In the event of an interruption of service, Kelli Thompson LLC will make commercially reasonable efforts to restore service and access as soon as practical.

### **Affiliate Disclaimer**

Some of the links provided through the Clarity & Confidence Collective may be affiliate links controlled by third-parties or links to products and services for which Kelli Thompson LLC earns an affiliate fee, referral fee, or commission. We shall use reasonable efforts to provide notice of any affiliate relationship to a link on the Membership Site. By clicking on an affiliate link on the Membership Site or related communications, you expressly accept liability for any and all consequences of visiting the third party Website or purchasing those goods or services.

### **Disclaimer**

At Kelli Thompson LLC we make no guarantees or financial claims of any kind regarding any potential income you may earn or generate by using the Clarity & Confidence Collective, or implementing information provided through the Clarity & Confidence Collective or any of our resources.

Kelli Thompson LLC does not make any guarantees of your results or likely outcome from your purchase of the Clarity & Confidence Collective. We do not guarantee any specific outcome of any kind, whether financial, physical, emotional, psychological, social, spiritual, legal, or otherwise. Your outcome may be influenced by numerous variables including but not limited to your cooperation, focus, energy, and dedication, as well as the influence of outside circumstances and variables.

Any information or content provided through the Clarity & Confidence Collective is solely for educational and informational purposes.

You are encouraged to seek professional advice and counsel relating to medical, mental, psychological, legal, business, and financial matters. The information or content provided through the Clarity & Confidence Collective is not represented in any way to be a substitute for such professional advice.

Your decision to use information provided through the Clarity & Confidence Collective is purely voluntary and you acknowledge, understand, and agree that you use such information at your own risk. We are not liable for any harm or damages arising from or related to your use or non-use of information or content provided the Clarity & Confidence Collective.

You participate and use the information provided through the Clarity & Confidence Collective at your own risk.

## **Payments and Fees**

By purchasing the Clarity & Confidence Collective you agree to pay the fee commensurate with the length of time, either 6 or 12 months (paid in full or monthly installments), you desire to enroll in the collective. You must provide accurate and up-to-date billing and credit card information. By making a purchase, you consent to Kelli Thompson LLC authorizing your credit card, debit card, bank account, or any other payment form provided to process the full payment of fees and applicable taxes, through our third-party payment processor.

If your payment method is declined and your payment is late, your account will be marked as late or delinquent and your access to the Clarity & Confidence Collective will be revoked 7 days after your payment method is declined. Once your access is revoked, you must pay the appropriate fee, either 6 or 12 months (paid in full or monthly installments) to regain access to the Clarity & Confidence Collective.

If your billing information changes or your account or credit card is lost, stolen, or compromised, you must promptly inform us. We reserve the right to report any accounts that have a delinquent unpaid balance for more than 60 days to a collection agency and credit reporting bureau.

## **Charges and Cancellations**

We reserve the right to change our prices at any time, however, we will provide you with prior notice of such changes and allow you an opportunity to cancel your membership before a new price takes effect.

## **Refunds**

Kelli Thompson LLC provides a money-back guarantee for the Clarity & Confidence Collective within the first 7 days of your original purchase. We will not issue a refund for your membership terms more than 7 days of after your purchase. Refund requests must be emailed to [info@kelliraethompson.com](mailto:info@kelliraethompson.com).

You understand and acknowledge that if you do not request a refund according to the terms of this Agreement, your membership will continue automatically and you authorize us to collect any and all outstanding payments using any eligible payment method you have provided on your account.

## **Assignment**

You may not assign your rights under this Agreement without our express written consent.

## **Force Majeure**

Neither party shall be liable for any delay or failure to fulfill its obligations under this Agreement if the delay or failure is caused by forces beyond its reasonable control, including without limitation natural and nuclear disasters, fire, flood, riot, war (declared and undeclared), acts of terrorism, revolution, embargoes, strikes, work stoppages, civil or military disturbances, loss of communication or computer services, or acts of God. In any such event, the party shall be relieved of any and all obligations under this Agreement during the applicable Force Majeure and resume performance of its obligations under this Agreement as soon as reasonably practicable.

## **Compliance with Applicable Laws**

Our Membership Site is based in the United States. If you purchase access to the Clarity & Confidence Collective you do so at your own risk. We make no claims as to

whether the Membership Site may be accessed, used, viewed, or downloaded outside of the United States.

### **Disclaimer of Warranties; Limitation of Liability**

THE CLARITY & CONFIDENCE COLLECTIVE AND ANY CONTENT CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE RESERVE THE RIGHT TO MAKE CHANGES, ADDITIONS, CORRECTIONS, AND IMPROVEMENTS THE CLARITY & CONFIDENCE COLLECTIVE AT ANY TIME WITHOUT NOTICE. WE MAKE NO REPRESENTATIONS OR GUARANTEES OF THE ACCURACY OF ANY INFORMATION ON THIS WEBSITE. WE ARE NOT RESPONSIBLE FOR ANY TECHNICAL, TYPOGRAPHICAL, OR PRICING ERRORS REGARDING THE CLARITY & CONFIDENCE COLLECTIV, EXCEPT AS REQUIRED BY LAW. YOU USE THE CONTENT PROVIDED THROUGH THE CLARITY & CONFIDENCE COLLECTIVE AT YOUR OWN RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, KELLI THOMPSON, LLC DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. KELLI THOMPSON LLC DOES NOT WARRANT THAT THE CLARITY & CONFIDENCE COLLECTIVE WILL OPERATE FREE FROM ERROR, DESTRUCTIVE FEATURES, COMPUTER VIRUSES OR OTHER CONTAMINATION.

FURTHERMORE, KELLI THOMPSON LLC DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, CORRECTNESS, RELIABILITY, OR YOUR RESULTS FROM YOUR USE OF THE CONTENT, SOFTWARE, SERVICES, INFORMATION, OR FACILITIES OF THE CLARITY & CONFIDENCE COLLECTIVE.

IN NO EVENT, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS DISRUPTION, THROUGH ANY ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATED TO YOUR USE OF THE CLARITY & CONFIDENCE COLLECTIVE OR ANY CONTENT CONTAINED ON THE MEMBERSHIP SITE. IN ANY AND ALL CIRCUMSTANCES, YOUR MAXIMUM REMEDY AND THE MAXIMUM LIABILITY OF KELLI THOMPSON LLC, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU HAVE PAID TO US IN CONNECTION WITH ANY PURCHASES MADE DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO YOUR CLAIM.

## **Indemnification**

BY ACCESSING AND USING THE CLARITY & CONFIDENCE COLLECTIVE YOU AGREE TO INDEMNIFY AND HOLD HARMLESS KELLI THOMPSON LLC FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, EXPENSES, LIABILITIES, CAUSES OF ACTION, AND/OR CLAIMS ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE TERMS, YOUR VIOLATION OF THIRD PARTY RIGHTS, OR YOUR MISUSE OF THE CLARITY & CONFIDENCE COLLECTIVE OR RELATED CONTENT.

## **Termination**

Any violation of this Agreement may lead to termination of your right to access the Membership Site and/or appropriate legal action.

## **Governing Law and Jurisdiction**

The terms of this Agreement will be governed by the laws of the state of Nebraska. The state and federal courts located in Nebraska will have exclusive jurisdiction over any case or controversy arising from or relating to this Agreement, use of Membership Site, or any products or services provided by Kelli Thompson LLC or disputes arising out of or relating to your purchase of The Clarity & Confidence Collective.

You hereby unconditionally and irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Nebraska for purposes of any claim or action arising out of or relating to these Terms and waive any defense of forum non conveniens. Through your access and use of the Membership Site, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, use of the Membership, or any related products or services.

## **Dispute Resolution**

If a dispute arises from or relating to this Agreement, our Content, The Clarity & Confidence Collective, or the Membership Site and the Parties are unable to settle the dispute through direct communication, the Parties agree to first try to settle the dispute by mediation with the help of a mutually agreed upon mediator in Nebraska. The Parties



shall share any costs and fees related to the mediation equally, other than attorney fees.

## **BINDING ARBITRATION**

IF MEDIATION DOES NOT RESOLVE A CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PARTIES AGREE THAT ANY UNRESOLVED CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") PURSUANT TO ITS COMMERCIAL ARBITRATION RULE AND ANY JUDGMENT RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

## **Miscellaneous**

Any failure by us to act on or enforce any provision contained within these Terms shall not constitute or be construed as a waiver of the provision or any other provision contained within these Terms. To be effective, a waiver of any provision contained within these Terms must be made by us in a signed, written agreement and no such waiver shall constitute a waiver of any other provision within these Terms besides the provision expressly waived in that signed writing.

The section headings contained within these Terms shall not be given any legal meaning or significance and are provided simply for convenience.

## **Severance**

If any provision of this Agreement is found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement.

## **Complete Understanding**

This Agreement supersedes any prior agreement, communication, or representations between you and Kelli Thompson and constitute a complete and final agreement regarding your purchase of The Clarity & Confidence Collective.