



E&J Academy, LLC
DBA Pricing Overhaul Academy
TERMS OF PURCHASE

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, retreats, or services by **Erin B. Haag and Jane Banheman** (“Coach”), acting on behalf of **E&J Academy, LLC (DBA Pricing Overhaul Academy)** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services/courses in accordance with the programs/courses/masterclasses/retreats.
- (b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s Websites pricingoverhaul.com and luxuryinbusinessretreats.com as part of the Program(s)/Course(s)/Masterclass(es)/Retreat(s).
- (c) Coach reserves the right to substitute services equal to or comparable to the Program(s)/Course(s)/Masterclass(es)/Retreat(s) for Client if reasonably required by the prevailing circumstances.

(d) Client agrees to be open, present, and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.

(e) The content included in the Program(s)/Course(s)/Masterclass(es)/Retreat(s) is for your individual, non-commercial use. Client agrees not to share login details and/or Program(s)/Course(s)/Masterclass(es)/Retreat(s) materials with any third parties.

(f) Coach reserves the right to remove Client from Program(s)/Course(s)/Masterclass(es)/Retreat(s) at any time for any reason.

2. METHODOLOGY. Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program(s)/Course(s)/Masterclass(es)/Retreat(s) Coach may revise methods or parts of the Program(s)/Course(s)/Masterclass(es)/Retreat(s) based on the needs of the Client.

3. DISCLAIMERS. By participating in the Program(s)/Course(s)/Masterclass(es)/Retreat(s), Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and her services do not replace the care of other professionals. The information in the Program(s)/Course(s)/Masterclass(es)/Retreat(s) is in no way to be construed or substituted as psychological counseling or any other type of therapy or professional advice.

The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as marketing, photography, business, health, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials, earnings, or examples shown through Coach's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's Program(s)/Course(s)/Masterclass(es)/Retreat(s). Client acknowledges that Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Coach's website, programs, products or services.

4. PAYMENT AND REFUND POLICY

- (a) Upon execution of this Agreement, Client agrees to pay to the Coach the full purchase amount.
- (b) Coach does not offer refunds.
- (c) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Coach will charge the credit card chosen by the Client.
- (d) In the event Client fails to make the full payment, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules and materials. If Client has not paid within seven (7) days, Coach has the right to terminate the agreement.
- (e) The Client is responsible for full payment of fees for the entire length of the Program and Commitment Period, regardless of whether the Client attends or completes the Program(s)/Course(s)/Masterclass(es)/Retreat(s) and regardless of

whether the Client has selected a lump sum or monthly payment plan. The Client agrees that if, for any reason, the Client chooses to cancel out of the Program(s)/Course(s)/Masterclass(es)/Retreat(s) prior to the end date of the Commitment Period, the Client is obligated to pay, or continue paying, any outstanding balance(s) for the entire period of the Program(s)/Course(s)/Masterclass(es)/Retreat(s).

- (f) The Coach has sole discretion to terminate the agreement and remove the Client from continuing in the Program(s)/Course(s)/Masterclass(es)/Retreat(s) at any time, without a refund, if the Client ceases to follow the Program(s)/Course(s)/Masterclass(es)/Retreat(s) guidelines, if the Client becomes disruptive or difficult to work with, or if the Client impairs the participation of the Coach. If done so, the Client will no longer be charged the remaining rate if any is still due.

5. **INTELLECTUAL PROPERTY RIGHTS.** In respect of the documents specifically created for the Client as part of this Program(s)/Course(s)/Masterclass(es)/Retreat(s), the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. The Coach reserves the right to immediately remove Client from the Program(s)/Course(s)/Masterclass(es)/Retreat(s), without refund, if you are caught violating this intellectual property policy.

6. **RECORDING AND REDISTRIBUTION OF CALLS.** Client acknowledges that group coaching sessions and/or group calls may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach.

7. **RELEASE.** Company may take photographs, videos, or audio recording during the Program that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in the Program(s)/Course(s)/Masterclass(es)/Retreat(s), Client is consenting to being recorded and photographed and to the use of Client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.

Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Course. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

8. **NON-DISPARAGEMENT.** The Parties agree and accept that the only venue for resolving 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 Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

9. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
10. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
11. LIMITATION OF LIABILITY. By using **E&J Academy, LLC (DBA Pricing Overhaul Academy)** services and purchasing this Program(s)/Course(s)/Masterclass(es)/Retreat(s), Client accepts any and all risks, foreseeable or unforeseeable, arising from such transaction. Client agrees that Coach 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 the Program(s)/Course(s)/Masterclass(es)/Retreat(s). Client agrees that use of this Program(s)/Course(s)/Masterclass(es)/Retreat(s) is at the user's own risk.
12. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Tallahassee, Florida or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process

and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) 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 decree in equity, as circumstances may indicate.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida within the U.S.A, regardless of the conflict of laws principles thereof.
14. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.