

ReModel Your Habits Event Terms & Conditions

Acceptance of Terms and Conditions for Participation in ReModel Your Habits Event

This Acceptance of Terms and Conditions (the “**Agreement**”) and the applicable registration or order form (the “**Registration Form**”) for participation in the Remodel Your Habits Event and its related courses, materials, websites and associated programs (collectively referred to as the “**Program**”) sets forth the terms of the relationship between the Remodel Consultants International, a UK limited company (“**Remodel**”), with office located at 5 St Johns Lane, London EC1M 4BH, UK and you as the purchaser or consumer (“**you**”) as it relates to the Program. You and Remodel may be referred to in this Agreement collectively as the “**Parties**” or individually as a “**Party**.” You expressly agree to the terms of this Agreement by participating in the Program.

- 1. Term of Agreement.** The term of this Agreement shall begin upon Remodel’s acceptance of your enrolment in the Program (the “**Effective Date**”) and shall end upon completion of the Program for which REMODEL has accepted your enrolment or upon termination by either Party. Either you or REMODEL may terminate this Agreement at any time, with or without cause, by giving the other Party written notice of termination. Termination will not, however, release either Party from any obligations that arose prior to the date of termination.
- 2. Program Participation Fee.** You shall pay Remodel an amount specified by the company upon enrolment in the Program (the “**Program Participation Fee**”). The Program Participation Fee must be paid for in full before any products, services or other benefits of the Program will be provided to you, including the sending of materials or starter kits, attendance at in-person events, and/or scheduling or holding coaching sessions. Remodel, in its sole and absolute discretion, may elect to allow you to pay the Program Participation Fee in instalments. Should Remodel elect to allow you to pay the Program Participation Fee in designated instalments, any deviation in the payment terms will result in all Program products and services being suspended until payment is made. Any deviation in payment terms may, at Remodel’s sole and absolute discretion, result in an immediate acceleration of all sums due and owing by you for the Program Participation Fee. Suspension of Program products and services, however, does not release you from the obligation to make all payments owed to Remodel for the Program Participation Fee or other fees associated with your enrolment in the Program or the receipt of any products or services.

3. **Program Description.** The Program consists of a seminar over the course of a half day that discusses Goals and Habits, the importance of them and methods by which to identify and change them.
4. **Program Participation at Your Own Risk.** You acknowledge and agree that you are not guaranteed to achieve any specific personal, professional or financial results or earn any specific amount of income by participating in the Program. Remodel makes no promises, representations or warranties concerning the viability of any goals, aspirations or endeavors you may identify or choose to pursue during or as a result of your participation in the Program. You agree to participate in the Program at your own risk. Program information, services and products are used at your own risk. You are solely responsible for any decisions and actions that result from your use of such information, products and services. Remodel does not provide psychological, investment or financial advice. In addition, you are solely responsible for taking all actions necessary to ensure your medical safety, which shall include, but not be limited to, advising Remodel (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) of any allergies or other conditions that may require special attention or accommodations be provided.
5. **Refund Policy.** You may receive a refund of the Program Participation Fee up to 21-days in advance of the Program commencement date. Thereafter, the Program Participation Fee and all other associated fees, if any, shall be non-refundable. No refunds will be issued after attendance at, or following the scheduled commencement of, the Program for which you have registered.
6. **Accommodation.** You are responsible for paying for your own transportation, parking, accommodation and meals associated with attending the Program.
7. **Ownership Rights and Proprietary Information.** Remodel and its affiliated entities own all right, title and interest (including all intellectual property rights throughout the world) relating to any and all works of authorship, designs, know-how, ideas, course materials, products, services and information made by Remodel (or its affiliated entities) or conceived or reduced to practice, in whole or in part, by Remodel (or its affiliated entities) in connection with the Program or any Proprietary Information (as defined below). You agree that all materials provided by Remodel as part of the Program, which are confidential and proprietary in nature, will constitute Remodel's "**Proprietary Information.**" You will hold in confidence and not disclose or copy any Proprietary Information, except with the prior written consent of Remodel.
8. **Intellectual Property.** You recognize and acknowledge that the trademarks, service marks, trade names, logos, patents and copyrighted materials (the "**Remodel Intellectual Property**") associated with the Program and their associated websites are proprietary to REMODEL and its affiliated entities. You will not take any action that would interfere with or infringe upon the

REMODEL Intellectual Property, including, but not limited to: (i) duplication or creation of works (including any derivative works) that are the same or substantially similar to the Remodel Intellectual Property; (ii) registration, creation or use of trademarks, service marks or domain names that are the same or substantially similar to the Remodel Intellectual Property; (iii) use, manufacture, import, or sales of any product or service that infringes upon the REMODEL Intellectual Property; (iv) use of any REMODEL Intellectual Property in any social media website, newsgroup, page, association, broadcast or other designation without the express written consent of REMODEL and (v) any action that would pass off or create the appearance of an association with or endorsement by REMODEL.

9. **Consent to Use Likeness.** By participating in the Program, you expressly grant REMODEL consent to capture, record, replicate, reproduce, publish and otherwise disseminate your likeness, in any and all promotional, educational or other means derived from the Program sessions or any portion of the Program. Your name will only be used with your recorded permission.
10. **Modification.** REMODEL may modify or amend any of the terms and conditions contained in this Agreement, at any time and in REMODEL's sole discretion, by posting a change notice or a new version of the Agreement on the applicable Program website or by otherwise advising you of the amendment/modification. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in a Program following the posting of a change notice or a new version of the Agreement on the applicable Program website or following notice of the modification/amendment will constitute your binding acceptance of the new terms and conditions.
11. **Indemnification.** You will indemnify, hold harmless and defend REMODEL (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) from and against any and all claims, expenses, costs, causes of action and damages (including those for personal injury, property damage and reasonable attorney's fees) resulting from or arising out of your actions, your participation in the Program or your violation of this Agreement or applicable law.
12. **Assignment.** You may not assign this Agreement (or any obligations under this Agreement), by operation of law or otherwise, without REMODEL's prior written consent.
13. **Limitation of Liability.** REMODEL (as well as its members, employees, instructors, vendors, independent contractors, service professionals and affiliated entities) shall not be liable for any indirect, incidental, special or consequential damages of any nature (including but not limited to claims for personal injury, property damage, losses of revenue, profits, use or data) arising in connection with this Agreement or your participation in the Program, even if REMODEL or its affiliated entities knew or should have known of the possibility of such damages. Further,

REMODEL's aggregate liability arising with respect to this Agreement and the applicable Program will not exceed the total amounts paid or payable by you under the Program.

14. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of England, without reference to rules governing choice of laws.
15. **Legal Age.** By entering into this Agreement, you represent and acknowledge that you are of legal age in the state of your residency.
16. **Relationship of Parties.** You agree that by participating in the Program you are acting as an independent contractor, and you are responsible for determining your own business activities. Nothing in this Agreement will create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties.
17. **Miscellaneous.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. REMODEL's failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of REMODEL's right to subsequently enforce such provision or any other provision of this Agreement. This Agreement, along with the Registration Form for the Program, constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement, and revokes and supersedes all prior or contemporaneous agreements, communications, proposals or understandings, whether electronic, oral or written, between the Parties and is intended as a final expression of their agreement.