

Rock Thomas International

Terms & Conditions

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING ANY ROCK THOMAS INTERNATIONAL WEBINARS, COURSES, EVENTS AND/OR OTHER PRODUCTS OR SERVICES INCLUDING BUT NOT LIMITED TO PROPRIETARY WEBINAR SYSTEM INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS AND PROGRAMS ASSOCIATED WITH M1 MASTERMIND AND/OR OTHER COURSES, AFFILIATES AND/OR SERVICES.

WHEREAS, ROCK THOMAS INTERNATIONAL is engaged in this business of marketing and client coaching services; and

WHEREAS, YOU desire to engage ROCK THOMAS INTERNATIONAL to provide coaching services to YOU in the form of Webinars, Audio and/or Visual Presentations, Monday Night Live, Rise with the Tribe and video recordings, Events and/or any other associated affiliate products/services;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1.1. Programs: Under the terms of this Agreement, ROCK THOMAS INTERNATIONAL agrees to provide coaching services to YOU in the form of products and/or services which include but are not limited to Webinars, Audio and/or Visual Presentations, Monday Night Live, Rise with the Tribe, and video recordings (“Program(s)”), Events and other affiliate services in exchange for a Program Fee. Progression between Programs will occur automatically, and Program Fees will be determined according to paragraph 1.2. below. Your access to such Programs is **made conditional on full payment of (or fully scheduled agreed upon payment plans regarding)** such Program Fee.

1.1.2. Term: The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the applicable Program Fee or acknowledgement of the acceptance of your responsibility financially for the payment plan agreed upon based on the first payment being made as scheduled. YOU agree and understand that upon commencement of the Term of this Agreement, you will become enrolled in the 1-year M1 MASTERMIND, M210 Mastermind, ROCK THOMAS INTERNATIONAL Event and/or all related affiliate events, services and/or programs.

1.1.3. Termination: ROCK THOMAS INTERNATIONAL may terminate this Agreement at any time in its discretion upon notice to YOU without any compensation for products and services paid for or agreed upon. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. ROCK THOMAS INTERNATIONAL Fees: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay ROCK THOMAS INTERNATIONAL for entrance into a MASTERMIND program, Event, and/or other product and/or service to which you have signed up for in communication with our sales team and/or RTI Team Members.

(2) One payment of \$10K for a total of \$10,000K for 1-year of access to and use of the M1 Mastermind Program and/or

(3) Any related fees spent for any and all other respective programs you have signed up for with the help of our RTI Team as per Section 1.2 as offered by ROCK THOMAS INTERNATIONAL.

1.3. Refunds: If you wish to cancel your commitment with ROCK THOMAS INTERNATIONAL, you may do so by written request to invoices@rockthomas.com within 30 days of your enrollment date ONLY. The maximum refund within said 30 day period is 70% of the amount paid by YOU in your enrollment period. Beyond that 30 day period, all ROCK THOMAS INTERNATIONAL sales abide by a strict, no refund policy.

For Events scheduled, refunds are only eligible 31+ days prior to the event. If a Member cancels their attendance to the event within 30 days of the date of the event a \$1000.00 penalty fee will be retained for the inconvenience to ROCK THOMAS INTERNATIONAL. If the Event is rescheduled and/or cancelled due to unforeseen circumstances then the Member has 30 days to request a refund from the initial date of notification. After those 30 days have expired then the event deposits will be held on file as a credit only to be used at an event at a later date.

By accepting the terms of this Agreement, YOU agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the Program(s) and/or Service(s) offered by ROCK THOMAS INTERNATIONAL, after the first 30 days. YOU further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefits of and membership in such Program(s), YOU are taking full responsibility for YOUR OWN success. Thus, YOU agree that you will not request a refund.

SECTION 2: NO WARRANTIES

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that ROCK THOMAS INTERNATIONAL, the M1 MASTERMIND and all affiliate programs provide Program(s) and/or Service(s) related to coaching only and guarantees no specific results. YOU take full responsibility for YOUR own success.

2.2. Limited Liability: In no event will ROCK THOMAS INTERNATIONAL be liable to YOU or any party related to you for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if ROCK THOMAS INTERNATIONAL and/or its affiliates have been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

SECTION 3: Confidentiality

3.1. Confidentiality: Only authorized users, who have duly obtained access to any Programs, Services and/or Events offered by ROCK THOMAS INTERNATIONAL by personally agreeing to the terms of this Agreement are permitted use and participate with such Programs and/or Services/Events. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2 Intellectual Property: YOU acknowledge that any Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System are the sole Intellectual Property of ROCK THOMAS INTERNATIONAL under both Canadian and United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and ROCK THOMAS INTERNATIONAL, M1 MASTERMIND and its third-party licensors and affiliates own and shall continue to own all rights, title, and interest in and to the Audio and/or Visual Presentations, Documentation and other elements of the Webinar System, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System, or any other intellectual property rights of ROCK THOMAS INTERNATIONAL, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that are used in connection with services rendered by ROCK THOMAS INTERNATIONAL are marks owned by ROCK THOMAS INTERNATIONAL and/or its affiliate companies. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

SECTION 4: Miscellaneous

4.1. Non-transferability: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. Indemnification: YOU will, at your own expense, defend, indemnify, and hold ROCK THOMAS INTERNATIONAL, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Program(s) of this Agreement.

4.3. Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and ROCK THOMAS INTERNATIONAL concerning any and all Program(s), Events, MASTERMIND groups and/or affiliates, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with ROCK THOMAS INTERNATIONAL relating to the Program, whether oral or written.

4.4. Amendment: ROCK THOMAS INTERNATIONAL reserves the right, in its sole discretion, to amend this Agreement from time to time.

4.5. Governing law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of Canada, the United States of America and the State of Arizona. The venue for any dispute shall be in the County of Maricopa.