

# Rock Thomas International, Inc

## User Agreement for **M10 Masters**

**IMPORTANT:** READ CAREFULLY BEFORE ACCESSING OR USING M10 MASTERS PROPRIETARY WEBINAR SYSTEM INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS AND PROGRAMS ASSOCIATED WITH M10 MASTERS BY ACCESSING OR USING THE PROGRAM(S), YOU ACKNOWLEDGE THAT

- A. YOU HAVE READ THIS AGREEMENT,
- B. YOU UNDERSTAND IT, AND
- C. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

This Agreement (“Agreement”) is a legal contract between Rock Thomas International, Inc and the member.

Rock Thomas International, Inc and  
NAME: \_\_\_\_\_ (“YOU”, an individual)  
at ADDRESS: \_\_\_\_\_

(collectively the “Parties”).

WHEREAS, the M10 MASTERS is engaged in this business of marketing and client coaching services; and

WHEREAS, YOU desire to engage the M10 MASTERS 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;

NOW, THEREFORE, the Parties agree as follows:

### **SECTION 1: Membership and Program Fees**

1.1. Programs: Under the terms of this Agreement, M10 MASTERS agrees 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 (“Program(s)”) 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 payment** of 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. YOU agree and understand that upon

commencement of the Term of this Agreement, you will become enrolled in the 1-year M10 MASTERS.

1.1.3. Termination: M10 MASTERS may terminate this Agreement at any time in its discretion upon notice to YOU. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. Fees: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay for the M10 MASTERS.

(2) One payment of \$10K for a total of \$10,000K for 1-year of access to and use of the M10 MASTERS Program.

1.3. No Refunds: The M10 MASTERS abides by a strict, no refund policy. 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) offered by the M10 MASTERS. 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, Inc and M10 MASTERS provide Program(s) related to coaching only and guarantee no specific results. YOU take full responsibility for YOUR own success.

2.2. Limited Liability: In no event will the M10 MASTERS 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 the M10 MASTERS has 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 offered by the M10 MASTERS by personally agreeing to the terms of this Agreement are permitted to use and participate with such Programs. 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 the M10 MASTERS under 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, Inc., M10 MASTERS and its third-party licensors own and shall continue to own all right, 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 M10 MASTERS, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that are used in connection with services rendered by M10 MASTERS are marks owned by Rock Thomas International, Inc. 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 M10 MASTERS, 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 M10 MASTERS concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with M10 MASTERS relating to the Program, whether oral or written.

4.4. Amendment: M10 MASTERS 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 the United States of America and the State of Arizona. The venue for any dispute shall be in the County of Maricopa.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC MONTHLY BILLING, **STRICT NO REFUND POLICY**, AND CONFIDENTIALITY.

ROCK THOMAS INTERNATIONAL, INC  
M10 MASTERS

YOUR Signature:

Print Name: \_\_\_\_\_

Print Name \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_