

## **COURSE TERMS OF USE**

THERE IS A MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION IN THESE TERMS. PLEASE REVIEW CAREFULLY.

The following terms ("Terms of Use") constitute an agreement between Mueller Creative Inc. (the "Company") and the purchaser ("You") of the course, Declutter Coach (the "Course") offered by Company found at <https://declutteringschool.com/> (the "Website") that governs Your participation in the Course. You agree to abide by the Terms of Use as a condition of Your participation in the Course.

Your purchase of the Course constitutes Your acceptance of, and agreement to the following Terms of Use. Company reserves the right to modify, alter, amend, or update its Course, policies, and these Terms of Use. These Terms of Use are subject to change without notice. If You do not agree with or do not accept any part of these Terms of Use, You should not purchase the Course. Additionally, this Course is hosted on the Website and Facebook.

## **Privacy Policy**

Company respects Your privacy and is committed to protecting it. Your access and use of the Courses are subject to the Company's privacy policy as well.

## **Disclaimer**

You understand that a professional or consulting relationship does not exist between You and Company outside of the purchase of this Course. Company has made every effort to ensure that all materials within the Course have been tested for accuracy. There is no guarantee that You will see positive results to Your life or business using the techniques and materials provided by Company. Company assumes no management responsibility for Your decisions or for policies or practices that You implement.

Any statements related to income or earnings potential, regardless of medium, are examples of what may be possible in the future. Company makes no guarantees regarding results, present or future. Company is not responsible for Your earnings, income, sales, or any other business performance as a result of this Agreement.

The focus of the Course is on teaching You how to be a coach and work with clients. Company will cover some very basic business concepts as well, however the Course does not teach You everything You need to know to run a business.

### **Your Responsibility**

The Course was developed strictly for educational purposes. You understand and agree that You are fully responsible for Your participation, progress, and results from the Course. Company makes no representations, warranties, or guarantees. You understand that results may vary from person to person. You understand that Company is not responsible for Your results or any expenses that You may incur as a result of Your purchase. Company assumes no responsibility for errors or omissions that may appear in the Course.

### **Purchase Policies**

You may purchase the Course on the Website. To purchase a Course, You will be required to select a payment plan and provide Company's third-party payment provider with information regarding Your credit card or other payment instrument. You represent and warrant to Company that such information is true and that You are authorized to use the payment instrument. You will promptly update Your User Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. You agree to pay Company the amount that is specified in the payment plan in accordance with the terms of such plan and these Terms of Use. You hereby authorize Company to bill Your payment instrument in advance in accordance with the terms of the applicable payment plan until You complete full payment and You further agree to pay any charges so incurred. If You dispute any charges You must let Company know within sixty (60) days after the date that Company charges You.

The Course includes live videos with replay available, a private Facebook group, written notes and materials and group Zoom calls.

### **Registration and Restricted Access**

Access to the Course is restricted to Course participants. When You register, You will create a user profile, which may include a username and password. You agree to keep Your username and password confidential. You may not share Your username and password with anyone, for any reason, without express written consent by Company. If You suspect Your password has been compromised, You must notify Company immediately at [sarah@declutteringschool.com](mailto:sarah@declutteringschool.com). Company will not be liable for any loss caused by the unauthorized use of Your account; however, You may be liable to Company or other third parties for any losses incurred due to such unauthorized use.

Company may disable Your username and password and access to the Course at its sole Discretion. Company reserves the right to modify methods for registration and access levels of registered users from time to time.

### **Refund Policy**

Company offers a fourteen (14) day refund from the first day of the Course, no questions asked. This date may be different from your date of purchase. To request a refund, email Company at sarah@declutteringschool.com within 30 days from date of purchase. If you do not request a refund within the fourteen day period, you will be responsible for all remaining payments.

### **Confidentiality & Privacy**

Company respects Your privacy and insists You agree to respect the privacy of Company and all other Course participants ("Participants"). Any confidential information ("Confidential Information") shared by Course Participants or any Company representative is confidential, proprietary, and belongs solely and exclusively to the disclosing party. All parties agree not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, in the Course, or otherwise. You agree not to use such Confidential Information in any manner other than in discussion with other Participants during the Course. Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and information related to the business or client information of Company or a Participant and shall not include information rightfully obtained from a third party. Both parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. You agree not to violate the Company's publicity or privacy rights. Furthermore, You will NOT reveal any information to a third party obtained in connection with this Agreement. By purchasing this Course, You agree that if You violate or display any likelihood of violating this Agreement the Company and/or the other Participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

### **Intellectual Property**

All original materials provided by Company as part of the Course are owned by Company. Any original materials are provided for Your individual use only. You are not authorized to use or transfer any of Company's intellectual property or any aspect of the Course. All intellectual property remains the property of Company. No license to sell, distribute, reproduce, prepare a

derivative work, display, or perform is granted or implied. Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

By accessing and viewing any Course, You agree that You will not create any electronic information product in the field of coaching that utilizes the information gained through the Course whether or not that information was available through other means.

Certain of the names, logos, and other materials displayed in the Course constitute Company's intellectual property, including, but not limited to, patents, trademarks, service marks, trade secrets and copyrights ("Company IP"). You are not authorized to use any Company IP without Company's express consent. Ownership of Company IP remains with Company and You agree not to make any claims or assertions of any other party's ownership of Company IP. Company may provide certain assets for Your use with explicit permission which may be subject to additional terms and conditions.

Decluttering Coach is a trademark of Company and is protected by United States trademark law. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner likely to cause confusion among consumers or in any manner that disparages or discredits Company, Sarah Mueller, or any experts featured therein.

### **Use of the Courses**

Each Course includes materials protected by intellectual property laws, including but not limited to written text, logos, photos, videos, music, art, designs and graphics. You may view, download, print, email, and use materials from a Course for personal, noncommercial purposes only subject to the license below. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from any Course for commercial purposes. Any reproduction or unauthorized use of any materials found in the Courses shall constitute infringement.

Unless otherwise stated, Company owns the intellectual property and rights to all content and material in the Courses. Subject to the license below, all intellectual property rights are reserved.

You may view, download (for caching purposes only), and print pages for Your personal use, subject to the restrictions set out below and elsewhere in these Terms of Use.

The following uses are not permitted: • Republication of content from the Course, unless content is specifically and expressly made available for republication; • Sale, rental, or sub-license of any content from the Courses; • Reproduction or duplication of any content in the Courses for commercial

purposes; • Modification of any content in the Courses, unless content is specifically and expressly made available for modification; or • Redistribution of content in the Courses, unless content is specifically and expressly made available for redistribution.

From time to time, the Courses will utilize various plugins or widgets to allow sharing of content via social media channels, email, or other methods. Use of these plugins or widgets does not constitute any waiver of Company's intellectual property rights. Such use is a limited license to republish the content on the approved social media channels, with full credit to Company.

You must not use the Course in a way that causes, or may cause, damage to the Course or impairs the availability of access to the Course. You must not decompile, reverse engineer, disassemble or otherwise reduce the Courses, except to the extent that such activity is expressly permitted by applicable law. You must not use the Course to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Course without Company's express written permission.

You must not use the Course to transmit or send any unsolicited commercial communications. You must not use the Course for any third-party marketing without Company's express written permission.

### **Grant of Rights and Release**

You understand and agree that Company may record, otherwise capture, and publish the Course including Your name, image, and video and sound recordings of You (the "Recording"). You grant Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute the Recording and any content You contribute to the Course (the "Student Content"). The Student Content includes, but is not limited to, text, images, audio material, comments, video material and audio-visual material. This license extends to all known and future media. You also grant Company the right to sub-license these rights and the right to bring an action for infringement of these rights.

You understand and agree that this license and release survives any termination of these Terms of Use and Company may, in its sole discretion, utilize the Recording and Student Content as set forth herein. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of Company and You hereby release Company from, and

agree not to sue for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to the use of the Recording or Student Content, or the exercise of any of the rights referred to herein.

You acknowledge that, in the event of any breach by Company or any third party, the damage, if any, caused will not be irreparable or otherwise sufficient to entitle You to seek injunctive or other equitable relief. Your rights and remedies will be strictly limited to the right, if any, to recover damages in an action at law, and You will have neither the right to rescind or terminate this license or any of Company's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Recording or Student Content.

### **Content Contributed to the Course**

Any content You contribute to the Course, including, but not limited to text, images, audio material, comments, video material and audio-visual material, must not be illegal or unlawful, may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against You or Company or a third party.

Company reserves the right to edit or remove: (i) any material submitted to the Course; (ii) stored on Company's servers; or, (iii) hosted or published on the Course or Website. Company takes no responsibility and assumes no liability for any content posted by You or any third party. Notwithstanding Company's rights under the Terms of Use, Company does not undertake to monitor the submission of all content to, or the publication of such content on, the Course.

### **COMMENT POLICY**

The Course may offer You the option to provide comments either written or verbal. The following types of comments will not be tolerated and will be deleted: • harassment directed toward any content creator, participant, or Company; • spam; • hate speech; • defamatory to Company or any third party; • reference illegal acts; • violate the legal rights of a third party; or Any other action that may impede the use and enjoyment of the Course by other participants.

Company's sole discretion will be used to determine if a comment is in violation of this comment policy. Any comments in violation will be promptly deleted and no further explanation will be due to You if Your comment was determined to be in violation with this policy.

You are, and shall remain, solely responsible for the any content You upload, submit, post, transmit, communicate, share, or exchange by means of the Course, including any associated Facebook group, and for the consequences of submitting or posting same. COMPANY

DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE COURSE AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREIN.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER PARTICIPANTS OF THE COURSE. YOU ACKNOWLEDGE AND UNDERSTAND THAT COMPANY HAS NOT, AND DOES NOT, IN ANY WAY: (A) SCREEN ITS PARTICIPANTS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS PARTICIPANTS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS PARTICIPANTS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER PARTICIPANTS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER PARTICIPANT IN PERSON. COMPANY DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS PARTICIPANTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY PARTICIPANT'S CONDUCT, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN PARTICIPANTS.

You and any Participant violating the Terms of Use may be immediately and permanently removed from the Course, in Company's sole discretion and no refund will be due to You in such case.

Any content posted in the Course is the sole responsibility of the person(s) who created it, and Company and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. Company and its employees, agents, directors, and officers, do not undertake or assume any duty to monitor for inappropriate or unlawful content posted by Participants, nor does it assume responsibility or liability that may arise from any content posted in the Course including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation. Company reserves the right to report to the appropriate authority any post, comment, message, or Participant in the Course that Company deems, in its sole discretion, may implicate the safety of either Company, a Participant or a third-party.

### **Communication - Electronic Notice**

You consent to receive communications from Company electronically. You agree that all legal notices provided via electronic means from Company satisfy any requirement for written notice.

### **Third Parties**

The Course offers resources that may contain links to third-party websites that are not governed or controlled by Company. You represent and warrant that You have read and agree to be bound by all applicable Terms of Use and policies for any third-party websites. Company assumes no control or liability over the content of any third-party sites. You expressly hold harmless Company from any and all liability related to Your use of a third-party website. Prior to engaging in any commercial transactions with any third parties discovered through or linked on the Course, You must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third party discovered through or linked in the Course, You expressly hold Company harmless from any and all liability in any dispute.

### **No Warranties**

The Course is provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Company makes no representations or warranties in relation to the Course or the information and materials provided therein.

Company makes no warranty the Course will meet Your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Course.

### **Limitation of Liability**

COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THIS COURSE, WEBSITE OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

### **Indemnity**

You agree to defend, indemnify and hold Company, its members, employees, officers, directors,



managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs and expenses (including reasonable attorneys' fees and expenses) which Company suffers as a result of third-party claims based on: (i) Your negligence or intentional misconduct, (ii) Your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by You including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; or (iv) death, personal injury, or property damage arising out of, or relating to, Your obligations hereunder.

### **Equitable Relief**

You acknowledge and agree that in the event of certain breaches of the Terms of Use, Company may suffer irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, You agree that Company shall be entitled to any injunctive relief, without having to post a bond, as may be granted by a court of competent jurisdiction.

### **Miscellaneous**

The Terms of Use will be governed and construed in accordance with the laws of the State of Pennsylvania. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in Northampton County, Pennsylvania. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. If any provision(s) of the Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable. The Terms of Use may not be assigned by You without Company's prior written consent, however, the Terms of Use may be assigned by Company in its sole discretion. The Terms of Use are the final, complete, and exclusive agreement of the parties with respect to the Course offered by Company. Company reserves the right to amend, alter, or modify the Terms of Use at any time. All notices with respect to the Terms of Use must be in writing and may be via email to

sarah@declutteringschool.com for Company and to Your email address.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.