

TERMS OF PURCHASE

GIFT BIZ BUILDER

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, or services as part of the Gift Biz Builder Membership Site (“Membership”) operated by Sue Monhait, acting on behalf of The Ribbon Print Company (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms:

1. TERMS OF MEMBERSHIP.

(a) Upon purchase and execution of this Agreement, Client will be provided with the following content and/or services as detailed on <https://giftbiz.customerhub.net/giftbiz> and (“the Website”) and selected prior to purchase. Content, programs, and/or services (collectively known as “the Services”) may include but are not limited to:

- a. Weekly Calls
- b. Facebook Group
- c. Training Modules
- d. Downloads, Worksheets, Checklists

(b) The scope of Services rendered by the Company pursuant to this Agreement shall be limited to those contained herein and/or provided for on Company’s Website as part of the Membership.

(c) The Company reserves the right to substitute Services equal to or comparable if reasonably required by the prevailing circumstances.

(d) The Company may from time to time offer extra Services to Client for an additional fee.

(e) Client will have access to the Membership Site based on their purchasing selection. The options are Lifetime through a flat one time purchase or Monthly with a recurring monthly fee.

(e) At any point should Company be terminating the Membership Site, Client will be given at least sixty (60) days notice.

(f) Client has the option to cancel membership at any time in writing via email to the Company and cancellation will take effect the following billing cycle if client has chosen the Monthly purchase option.

2. PAYMENT AND REFUND POLICY.

(a) Upon execution of this Agreement, Client agrees to pay to the Company the purchase amount as stated on the Website.

(b) No refunds will be provided.

(c) With initial payment of \$326, Client commits to a one (1) month term to the Membership, at the end of the initial term or at any time thereafter, Client will be billed \$29 on a monthly basis. Client may have a time sensitive Joining waiver coupon reducing the first payment to \$29. This waiver coupon is offered during the initial Membership offering and expires on 12/09/17.

(d) After the initial one (1) month term, Client will automatically be moved into the Membership at a rate of \$29 per month. Client will then be charged payment every thirty (30) days, at which time the payment will be automatically debited via the account information included upon purchase.

(e) Credit Card Authorization. Each party hereto acknowledges that Company will charge the credit card chosen by the Client on the dates and for the amounts specified upon purchase and as included in this Agreement.

(f) In the event Client fails to make any of the payments as outlined above, Company has the right to immediately disallow services and benefits of the Membership until payment is paid in full.

3. DISCLAIMER. By participating in the Membership, Client acknowledges that the Company makes no guarantees as to the outcome of any Services, sessions, teachings, or modules accessed through this Membership. By participating in this Membership, the Client acknowledges that the Company does not warrant the accuracy of any information provided, is not liable for any losses the Client may suffer by relying on modules, content, guest speakers, videos, services, or products.

By participating in the Membership, Client acknowledges that the Company nor any of its representatives are medical doctors, psychologists, therapists, or financial advisors, and content and/or services do not replace the care of other professionals. Services provided herein are in no way to be construed or substituted as medical advice, psychological counseling or any other type of therapy or advice.

Any testimonials or examples shown through the Company's Website are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Membership and/or Services. You acknowledge that the Company has not and does not make any representations as to success of any kind that may be derived as a result of use of its programs, products or Services.

The Company may provide the Client with information relating to products that the Company believes might benefit the Client. The Company is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information provided. The Company may provide Client with third-party recommendations for such services as photography, marketing, technology, business, health, or other related services. The Company may be involved in affiliate relationships with certain third-parties for such recommendations and will inform Client when this is the case. Client agrees that these are only recommendations and the Company will not be held liable for the services provided by any third-party to the Client.

4. **RECORDING AND REDISTRIBUTION OF CALLS.** Client acknowledges that group calls and/or trainings may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by the Company.
5. **INTELLECTUAL PROPERTY RIGHTS.** In respect of the Material specifically created for the Client as part of this Membership, including modules, videos, documents, or other content (known collectively as the "Material"), the Company 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. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement.

Client may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Website, content or intellectual property, in whole or in part without our prior written consent. Any unauthorized copying, reverse engineering, redistribution, reproduction, publication or modification of Website content by any person without Company's prior written authorization is strictly prohibited, may be a violation of federal or common law, trademark, and copyright laws and may subject such a violator to legal action.

6. **DISCLAIMER OF WARRANTIES.** The Services provided to the Client by the Company 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.
7. **LIMITATION OF LIABILITY.** By using the Company's Services and purchasing this Membership, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that the Company 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 Membership. Client agrees that use of this Membership is at user's own risk.
8. **JURISDICTION AND DISPUTE RESOLUTION.** These Terms shall be construed in accordance with, and governed by, the laws of the State of Illinois. 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 Springfield, IL 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.

9. NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to sue@suemonhait.com.
10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.