

TERMS OF USE
NEST BY REVEL,
A Revel Coach, LLC program

By checking the box next to these Terms of Use, and clicking the "Purchase" button, you, the purchaser of Nest by Revel Membership ("Customer") agree to purchase this item provided by Revel Coach a Florida LLC ("Company") and agree to enter into this legally binding agreement, with terms as follows:

For good and valuable consideration, Customer agrees to purchase Nest by Revel Membership, a group membership and mentorship program ("Purchase") from Company. In exchange, Company agrees to provide the purchased item, with details as outlined below.

PURCHASE DETAILS.

Nest by Revel Membership is a group membership and mentorship program. Customer understands and agrees this purchase includes:

- a. Weekly Live Coaching
- b. Private Linked In Group
- c. Private 1:1 Mentorship with Advisors
- d. Invite Only Events

Customer has done sufficient research to fully understand what is included in the Purchase and what is not included in the Purchase. Customer agrees to be bound by Company's Disclaimer which is posted here: nestbyrevel.com/terms-and-conditions

PAYMENT.

In consideration for the Purchase provided by Company to Customer, Customer agrees to pay Company a monthly fee established with Revel Coach ("Fee"). Customer agrees to make payment via credit card on a monthly basis. Customer agrees to be responsible for the full Fee and agrees to pay the full Fee electronically, via Company's website or Company's selected third party payment processor.

Customer shall make payment in full prior to gaining any access to the Purchase,

If a Payment Plan has been offered by the Company to the Customer, Customer gives Revel Coach, LLC permission to automatically charge Customer's method of payment on file for all installment payments, at the time they are due, without any additional authorization.

Customer understands and agrees that if any payment due is not able to be processed on its due date, Company will notify Customer, who will then have a 3 Day grace period to make the payment. Once the grace period has expired, if payment is still not able to be processed, Customer's access to Nest by Revel Membership may terminate, with no refunds given for any payments made. If any payment remains delinquent for over 30 days, Company reserves the right to engage a Collections Agency to seek payment and to report the event to all three credit reporting agencies.

Customer further understands and agrees that if Customer chooses to terminate the Purchase, Customer will still be responsible for all payments due under these Terms of Use.

COMMUNICATIONS.

A. Group Coaching Sessions.

Group coaching sessions will be scheduled at a time that is universally acceptable to the members of the group, however Customer understands this timing may not always work for Customer's schedule. Customer understands that any inability to attend a group session is in no way the fault of Company and does not affect the Purchase. When participating in the group, Customer agrees not to be disruptive, hurtful or harassing to any members of the group.

B. Social Media Group.

Customer will be granted access to a private group on social media as part of the Purchase. When participating in the social media group, Customer agrees not to post anything defamatory, harmful, hurtful, harassing or that would constitute cyberbullying. Customer understands that Company has a zero tolerance policy and will immediately terminate Customer's access if this provision is violated.

C. Access to Company.

During the Purchase, Company will be accessible to Customer by email at marcy@revelcoach.com. Company will respond as soon as possible, usually within 24 hours and, if there is unexpected delay, Company will inform Customer within a reasonable time period with an update on when Customer can expect a full response.

NON-DISCLOSURE AND CONFIDENTIALITY.

Customer understands that this Purchase includes access to Company's intellectual property, original work, trade secrets and other proprietary information, ("Company's Information"), including but not limited to documents, worksheets, written templates, modules, video recordings, audio recordings, strategies, technical information, verbal guidance and other unpublished information. Customer agrees not to share, distribute, repurpose, claim ownership of, use for commercial benefit, disclose to third parties or copy any of Company's Information and agrees that doing so is in direct violation of these Terms of Use. Customer understands that this non-disclosure provision remains in effect in perpetuity and Company reserves the right to prosecute any such violation to the full extent of the law.

By participating in Nest by Revel Membership, Customer may share private and confidential information with Company and other customers in the group program (“the Group”). Company agrees not to disclose such confidential information to anyone not in the Group. Customer may authorize Company to disclose such information in writing.

A reserved exception to this is if Company is required by law to disclose information shared by Customer, or if Company has a good faith reason to believe that disclosing such information is necessary to protect Customer, Company, a third party, or to respond to an emergency. In such event, Company will limit disclosure to essential information.

Customer also understands that other members of the Group may share their confidential or proprietary information (“the Group Information”). Customer agrees not to copy, share, distribute, repurpose, claim ownership of, use for commercial benefit or disclose to third parties outside of the Group, any of the Group Information and agrees that doing so is in direct violation of these Terms of Use. Customer understands that this non-disclosure provision remains in effect in perpetuity and a third party may prosecute any such violation to the full extent of the law. Customer agrees to hold Company harmless from any such action taken by a third-party against Customer.

Customer and Company agree that neither will engage in any conduct or communications with any third party, whether private or public, designed to disparage the other.

INTELLECTUAL PROPERTY.

Company owns and maintains all copyrights and intellectual property rights to all of the materials and content in the Purchase, unless otherwise stated, including but not limited to, documents, videos, audio recordings, worksheets, emails, handouts, recipes, activities, strategies, systems, techniques, logos, trademarks and other proprietary information and original work created by Company, whether created prior to working with Customer or specifically created for Customer.

By purchasing Nest by Revel Membership, Customer is granted one limited, revocable, non-transferrable license to view, read, download, print and use the materials and content in the Purchase, for Customer’s personal benefit only, as directed by Company. All intellectual property rights remain with Company, nothing in this Agreement shall constitute a transfer of intellectual property ownership.

Customer agrees not to copy, reproduce, edit, duplicate, modify, publish, transmit, replicate on another website, create derivative works from, sell, assist in the sale of, distribute, display, perform, provide access to another person, or in any other way, exploit Company’s intellectual property without Company’s express written consent. If a violation of this provision is discovered or suspected, Customer understands that this may constitute infringement and theft of Company’s intellectual property and may be a violation of United States Federal laws. In that

event, Company may terminate Customer's access to the Purchase, without refund, and reserves the right to prosecute such infringement to the fullest extent of the law.

TERMINATION.

Customer may terminate and discontinue the Purchase at any time, for any reason, by providing notice to Company in writing, subject to the refund policy in these Terms of Use, but no portion of payments already made will be refunded. If a payment plan has been elected, Customer understands and agrees that Customer remains responsible for any and all outstanding payments, even though Customer has terminated the Purchase.

If Company is unable to provide purchase details as outlined in Section I above, Company or Company's agents will contact Customer to reschedule or offer an alternate purchase. If no suitable alternative is available, Customer may be entitled to a partial refund, which may be pro-rated depending on the nature of the Purchase, at Company's discretion.

REFUND POLICY.

Company's refund policy is as follows: all purchases are non-refundable; because Company has committed its time to working with Customer no refunds will be given; there is a "7-day no questions asked" satisfaction guaranteed full refund; no refunds will be accepted after 14 days from date purchase; etc. Be detailed and specific. For example, if notice is required, specify how Customer will give notice, etc.

Customer understands Company's refund policy and agrees that no refunds will be given outside of the scope of this policy.

Customer further understands that if Customer cannot participate in the Purchase, all payments are still due under these Terms of Use. Any chargeback or threat of chargeback made by Customer will result in immediate termination of Customer's access to the Purchase.

TESTIMONIALS.

Company may request Customer to provide a testimonial on the Purchase. Customer understands that there is no requirement to provide such a testimonial and further understands that if Customer declines to provide such a testimonial, there will be no negative consequences or change in relationship between Company and Customer.

If Customer chooses to provide a testimonial, it will be purely voluntary, at Customer's own discretion. Customer understands that the testimonial, along with Customer's identifying information may be used in Company's marketing and promotions, with no financial compensation to Customer, and Company will hold an unlimited, irrevocable, worldwide license in perpetuity to use, publish, distribute or repurpose any information provided to Company as

part of such testimonial. Customer agrees to sign a Testimonial Release if requested by Company.

NO GUARANTEES, NO WARRANTIES.

Customer is participating in this Purchase voluntarily and understands that Company makes no guarantees regarding Customer's results with this Purchase.

Customer agrees that Company is not responsible and Customer does not have a cause of action, legal remedy or an entitlement to a refund if Customer does not achieve the desired result upon completion of the Purchase. Customer agrees that Company is not responsible if there are errors or omissions in the Purchase or any of its materials.

The Purchase is provided "as is," and, except for the express warranties in these Terms of Use, is offered with no warranties of any kind, whether express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, merchantability, expectation of course of performance and non-infringement. Customer agrees not to hold Company responsible if Customer becomes dissatisfied with the Purchase. The Purchase is intended for a general audience and is not in any way specific advice tailored to any individual.

Group coaching is designed to support you in reaching your goals, but your success depends on many factors, including your own motivation, dedication, and willingness to participate and you understand that these factors will impact your results. You also understand that group coaching services offer guidance, direction and program materials but do not actually implement anything for you. You are responsible for producing your results.

DISCLAIMER, FULL DISCLAIMER INCORPORATED BY REFERENCE.

Nothing in the Purchase is intended to constitute or should be relied upon as medical, mental health, financial, business or legal advice. Revel Coach, LLC provides coaching and mentorship to inform and educate members. Customer understands that Company does not diagnose, treat, heal, cure or prevent any illness, medical condition or mental or emotional condition and nothing in the Purchase is intended to diagnose, treat, heal, cure or prevent any illness, medical condition or mental condition.

Company is providing services only in the capacity as an executive coach and not as a licensed healthcare professional, licensed mental health professional or licensed business professional. Nothing in the Purchase is intended to be a substitute for consultation with a licensed healthcare professional, licensed mental health professional or licensed business professional. Customer is encouraged to consult with a licensed healthcare professional, licensed mental health professional or licensed business professional to review and advise Customer on Customer's specific situation.

Customer has read, understands and consents to be bound by Company's full Disclaimer, located at nestbyrevel.com/terms-and-conditions, which is incorporated here.

ASSUMPTION OF RISK.

Customer is entering into this Purchase voluntarily at Customer's own free will. Customer understands that the Purchase may include participation in lifestyle strategies including diet, exercise, movement elements or financial, business or career strategies, which include inherent risks of harm, illness, injury and other negative results. Customer confirms that during participation in this Purchase, Customer will always have the opportunity to consult with a licensed medical professional, mental health professional or licensed business professional before acting on any content of the Purchase. If Customer chooses not to consult with other licensed professionals and chooses to act on any content in the Purchase, Customer agrees that Customer is acting voluntarily and assumes all risks of use or non-use and agrees not to hold Company responsible for any harm, illness, injury or other negative results.

LIMITED LIABILITY, INDEMNIFICATION.

Customer agrees that under no circumstances is Company to be held liable for any damages, whether direct or indirect, resulting from these Terms of Use or the Purchase, including any losses, injuries or medical ailments, and Company expressly excludes such liability to the fullest extent of the law. In no event shall Company's liability exceed the fees paid under these Terms of Use.

Customer agrees at all times to indemnify, defend and hold Company and its team members, agents, affiliates, and other parties associated with Company, harmless from any actions, losses, damages or expenses, as well as third party claims, including attorneys' fees and expenses, arising out of or related to these Terms of Use or Purchase.

GOVERNANCE.

These Terms of Use shall be construed in accordance with, and governed by, the laws of the State of Florida as applied to contracts that are executed and performed entirely in Florida regardless of Customer's location. The exclusive venue for any legal proceeding based on or arising out of these Terms of Use shall be St. Johns County, Florida.

DISPUTE RESOLUTION, LITIGATION EXPENSES.

Should any dispute arise between Customer and Company, it would be preferable to work it out amicably, but if that is not possible, then Customer agrees that the dispute will be resolved by Arbitration, by the American Arbitration Association, in St. Johns County, Florida. Customer agrees to participate in the arbitration process in good faith, and further agrees that the decision made by the Arbitrator is binding, not subject to appeal, and enforceable in any court of

competent jurisdiction as a judgment of law. Customer understands that any claim must be commenced within one year of the date of the grievance, or forfeited forever.

Customer understands that the only remedy that can be awarded through Arbitration is a refund of payments made to Company. **NO AWARD OF ANY CONSEQUENTIAL OR ADDITIONAL DAMAGES MAY BE AWARDED TO CUSTOMER.**

If any legal action is brought because of an alleged dispute regarding these Terms of Use, the prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in pursuing that action, in addition to any other relief to which they are entitled.

ENTIRE AGREEMENT, WAIVER, MODIFICATIONS, SEVERABILITY, ASSIGNMENT.

Customer and Company agree that these Terms of Use constitute the entire agreement between them and supersedes any and all prior agreements, discussions, correspondence, understandings or proposals. Customer understands that any expectation regarding the Purchase, which is not specifically included in these Terms of Use is not included in the Purchase.

Customer agrees that no waiver of any of the provisions of these Terms of Use shall be deemed, or shall constitute, a waiver of any other provision of these Terms of Use, nor shall any waiver constitute a continuing waiver.

Customer agrees that these Terms of Use are not to be altered, amended, extended or considered waived in any way, except in writing, with an additional Addendum, signed by both Customer and Company, or by an authorized signatory for either party.

If any term of these Terms of Use is found to be invalid, void, or unenforceable under applicable law, the other provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

These Terms of Use are not assignable, delegable, sub-licensable, or otherwise transferable.

SIGNATURES.

Customer and Company agree that by clicking the "Accept" box is a valid form of signature for these Terms of Use.

Customer has the opportunity to consult with an attorney and to have all questions answered by Company prior to signing these Terms of Use. By signing below, Customer and Company agree to all of the terms of these Terms of Use.