

## **Joselynmartinez Inc. Online Membership Agreement**

This Online Client Agreement (this “Agreement”) is a legal agreement between you (the “Client”) and Joselynmartinez Inc. (the “Company”). By clicking on the “I Agree” link below and providing the remaining information requested (including payment) required to successfully enroll in the Modern Woman Mastermind Membership (the “Program”) you agree to the following legal terms and conditions that govern your participation in the Program. As used herein, you, the Client, and the Company are the “Parties,” and each is a “Party.”

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1. Services**

1.1. The Company agrees to provide the following services in this Section 1 to the Client in connection with the Program (the “Services”). The Company agrees to facilitate a group membership chat via the mobile app Whatsapp which will consist of sharing one monthly inspirational and lifestyle piece of content via Whatsapp.

1.2. The company agrees to send invitations via email and Whatsapp to clients to participate in in-person or online meetings for scheduled programming with other Program participants. The company agrees to conduct at least one meeting quarterly, where an extra fee may apply to cover venue costs if it’s an in-person meeting.

1.3. The Company may also provide the Client with specific video recordings and other electronic or print materials required to participate in the mobile app support group (the “Program Materials”).

### **2. Company-Client Relationship**

2.1. The Client is solely responsible for creating and implementing their physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from the Services provided by the Company described in Section 2. The Client acknowledges that the Services offered by the Company may involve different areas of their life, including work, finances,

health, relationships, education, and recreation. The Client agrees that deciding how to handle these issues and implement choices related to these issues is exclusively the Client's responsibility. As such, the Client agrees that the Company is not and will not be liable or responsible for any action or inaction of the Client or for any direct or indirect result of any Services provided by the Company.

2.2. The Client understands the Services are not therapy, do not substitute for therapy if needed by the Client, and do not prevent, cure, or treat any mental disorder or medical disease. Furthermore, the Client acknowledges that the Services do not involve the diagnosis or treatment of any mental disorders as defined by the American Psychiatric Association and that the Services are not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. It is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the Services that the Company agrees to provide the Client under this Agreement.

2.3. The Client understands that in order to enhance the Services provided by the Company, the Client agrees to communicate honestly, be open to feedback and assistance, and create the time and energy to participate fully in the program.

### **3. Schedule and Fees**

3.1. The fee for the Client's participation in the Membership is an annual fee of \$197, due on the Effective Date, and the subsequent annual payment is automatically deducted the following month.

3.2. The Company will not offer refunds of any fees paid under this Agreement by the Client, except if the Client submits a written request for a refund to the Company via e-mail no later than 24 hours after the first week of joining the membership chat. If approved by the Company, the corresponding refund shall be paid to the Client within 30 days from the approval date.

#### **4. Privileged Information and Recordings**

4.1. The Program does not create any relationship between the Company and the Client, which provides for any legally privileged communications.

4.2. Notwithstanding the foregoing, the Client consents to the recording and use of such recordings by the Company of the Client's image, voice, name, and/or story in any format, including video, print, or electronic, in connection with the Company's Program Materials, marketing, fundraising or other promotional activities, including on the Company's website or social networking accounts and waives any publicity rights the Client may have in connection therewith.

#### **5. Intellectual Property Rights**

As between the Client and the Company, the Company is and will remain the exclusive owner of all right, title, and interest in and to all Program Materials and any documents, data, methodologies, and other materials (collectively, the "Company Materials") provided by the Company to the Client or that are shared, used or produced in connection with the provision of the Services, regardless of the Client's input, and any copyrightable expression, trademarks, trade secrets, know-how, inventions or other intellectual property rights therein (the "Intellectual Property"). The Client has no right or license to use, publish, reproduce, prepare derivative works based upon, or distribute any Company Materials or Intellectual Property.

#### **6. Cancellation Policy**

If the Client will not attend a Program Meeting or event, the Client agrees to notify the Company at least 24 hours in advance of such Program Meeting. The Company will not issue a refund for any meetings that the Client misses, but the Company may, in its sole discretion, arrange for a separate meeting at a mutually agreed-upon time, place, and format with the Client.

#### **7. Termination**

7.1. The Company may unilaterally terminate this Agreement at any time, effective immediately, provided that the Company does so in accordance with Section 9.1 of this Agreement.

7.2. In the event of a termination under this Section, the Company shall provide a proportional refund to the Client for all the scheduled Program Meetings not actually held.

## **8. Limited Liability**

Except as expressly provided in this Agreement, the Company makes no guarantees, representations, or warranties of any kind or nature, express or implied, with respect to the Services negotiated, agreed upon, and rendered. In no event shall the Company be liable to the Client for any indirect, consequential, or special damages related to the provision of the Services. The Client hereby waives, on the Client's behalf and on behalf of Client's heirs, any claim for compensation from or liability on the part of the Company in the event of injury, illness, death, or damage to person or property suffered by the Client during any Program Meeting. Notwithstanding any damages the Client may incur in connection with the Services, the Company's entire liability under this Agreement and the Client's exclusive remedy shall be limited to the amount actually paid by the Client to the Company under this Agreement.

## **9. General**

9.1. Each Party shall deliver all notices, requests, consents, claims, waivers, and other communications under this Agreement ("Notices") by e-mail addressed to the other Party at the e-mail addresses set forth below (or to such other e-mail address that the receiving Party may designate from time to time in accordance with this Section). Except as may otherwise provided in this Agreement, a Notice is effective only if (a) the receiving Party has received the Notice and (b) the Party giving the Notice has complied with the requirements of this Section. Should there be a change to the contact information below, both Parties agree to inform the other Party of these changes immediately after they are made.

Joselynmartinez, Inc.

E-mail: joselyn@joselynmartinez.com

Client

To the e-mail address included in the registration form for the Program.

9.2. This Agreement shall be governed and construed in accordance with the laws of the State of New York. The Company and the Client consent to the exclusive jurisdiction of the state and federal courts of New York County, New York.

9.3. This Agreement expresses the final, complete, and exclusive agreement between the Company and the Client and supersedes any prior or contemporaneous agreements between the Parties relating to the same subject

matter. This Agreement may be amended only by mutual agreement of the Parties.

9.4. If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Parties agree to attempt to mediate in good faith for up to 30 days after notice is given by one Party to the other. If the dispute is not so resolved, and in the event of legal action, the prevailing Party shall be entitled to recover reasonable attorneys' fees and court costs from the other Party.

9.5. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

9.6. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

9.7. Neither Party shall be liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any provision of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) epidemic or pandemic; and (h) national or regional emergency. The Party suffering such an event shall use reasonable efforts to give notice within 2 days of the event to the other Party, and the Parties shall work together in good faith to arrange substitute Program Meetings.

9.8. This Agreement may not be assigned by the Client, in whole or in part, and any such assignment or attempted assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns.

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Please acknowledge that you have read and understood the terms of this Agreement by clicking on the “I Agree” link below.

I acknowledge and agree  
to the terms of this Agreement:

[/I Agree/]<sup>1</sup>

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<sup>1</sup> Note to Joselyn: Here you should insert the “I agree” link or checkbox.