

GROOVE for Gifted Women: Terms & Conditions

By making payment you agree you have read and agree to the privacy policy and terms of use generally provided by Off The Map, LLC as provided here: <https://www.melaniegillespie.com/privacy-policy-terms-of-use>

Further, by making payment and enrolling you are agreeing to the following terms of service:

User Agreement for GROOVE for Gifted Women Programs

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IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING OFF THE MAP, LLC'S PROPRIETARY MATERIALS INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH THE GROOVE FOR GIFTED WOMEN PROGRAM. BY ACCESSING OR USING THE PROGRAM(S), YOU ACKNOWLEDGE THAT:

- 1. YOU HAVE READ THIS AGREEMENT,**
- 2. YOU UNDERSTAND IT, AND**
- 3. THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.**

IF YOU DO NOT AGREE, DO NOT UNDERSTAND, OR DO NOT ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE ANY OF OFF THE MAP, LLC'S PROPRIETARY MATERIALS INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH THE GROOVE FOR GIFTED WOMEN, AND CONTACT US IMMEDIATELY AT MELANIE@MELANIEGILLESPIE.COM.

This Agreement ("Agreement") is a legal contract between Off The Map, LLC, located at 10016 Edmonds Way, Edmonds, WA 98020 ("Off The Map"), and YOU

(collectively the "Parties").

WHEREAS, OFF THE MAP is engaged in this business of management and client coaching services; and,

WHEREAS, YOU desire to engage OFF THE MAP to provide coaching services to YOU in the form of Webinars, Audio and/or Visual Presentations and personal coaching and support;

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1.1. Programs: Under the terms of this Agreement, OFF THE MAP agrees to provide coaching services to YOU in the form of Webinars, Audio and/or Visual Presentations and personal coaching ("Program(s)") in exchange for a Program Fee. 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. Program Structure: 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 GROOVE for Gifted Women Program: GROOVE Magic. The term of the programs can and may be extended at the sole discretion of OFF THE MAP.

Programs includes:

GROOVE Prime + Magic

- Full access to both programs' curriculum
- Ongoing access to said curriculum after program completion
- Live weekly group video/audio calls for support and Q&A for active members during the program term. Group calls to be recorded with links provided.
- Access to a private online forum/group the term of the program for connection with other actively enrolled members, opportunity to post and share questions and wins, and access to the recorded weekly sessions.

1.1.3. 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 five month GROOVE Prime + Magic Program. The term of the program can and may be extended at the sole discretion of OFF THE MAP.

1.1.4. Termination: OFF THE MAP 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. Program Fees: By accepting the terms of this Agreement, YOU agree and understand that YOU are committing to pay OFF THE MAP one of the following, based on your checkout selection, as follows:

- A one-time payment of \$15,000 at the time of enrollment, paid in full, or
- A split payment of \$4,000 at time of enrollment and \$4,000 to be automatically billed monthly for 4 months for a total of \$20,000.

1.3. Promotional Material: By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by OFF THE MAP, YOU affirmatively agree and acknowledge that OFF THE MAP may at any time reproduce and/ or disseminate testimonial(s) describing or otherwise referencing, either directly or indirectly, your experience participating in such Program(s). This may include specific results experienced by YOU over the course of such participation and written statements YOU may publish to social media accounts and online forums. OFF THE MAP may also from time to time make audio, photographic or video recordings of events related to Programs you attend and you agree that OFF THE MAP may use such recordings or images for marketing purposes or inclusion in other Programs it develops. OFF THE MAP agrees it will not identify you by name when using such testimonials, nor use audio or photographic/video images (other than general group or audience images that do not identify you by name) without your

permission. YOU further represent that any such statements or testimonials that YOU make shall be correct, accurate, and truthful.

1.4. No Refunds: OFF THE MAP 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 OFF THE MAP. 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 and understand the importance of not having a “back out” option in order to ensure you fully commit. Thus, YOU agree that YOU will **not request** a refund.

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SECTION 2: No Warranties

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that OFF THE MAP guarantees no specific results. YOU take full responsibility for your own success. Further, YOU acknowledge that everyone's success is different, and dependent on factors such as your own drive, dedication, and motivation. Any examples of testimonials are not meant as a promise or guarantee of your own success.

2.2. Commitment to the Program. By accepting the terms of this Agreement, YOU commit and agree to faithfully execute all of the lessons, assignments, and course work in the Program(s) to the best of your ability. YOU further agree to attend ALL scheduled Q&A and coaching sessions included as part of the Program. YOU also acknowledge that creating results requires effort and YOU are prepare and committed to faithfully make that effort.

2.3. Limited Liability: In no event will OFF THE MAP be liable to YOU or any party related to YOU for any damages, including indirect, special, punitive, exemplary, incidental or consequential damages, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if OFF THE MAP has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.4. None of OFF THE MAP, Melanie Gillespie or OFF THE MAP employees are licensed medical professionals and all content of OFF THE MAP programs, including: live coaching, text, images, audio, or other formats were created for informational purposes only. The content is not intended to be a substitute for professional medical or therapeutic advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read or heard in any OFF THE MAP programs or materials.

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SECTION 3: Confidentiality

3.1. Confidentiality: Only authorized users, who have duly attained access to any Programs offered by OFF THE MAP by personally agreeing to the terms of this Agreement are permitted to use and participate in 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 Program are the sole Intellectual Property of OFF THE MAP under United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and OFF THE MAP, OFF THE MAP 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 Program, 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 Program, or any other intellectual property rights of OFF THE MAP, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that OFF THE MAP uses in connection with services rendered by OFF THE MAP are marks owned by OFF THE MAP. 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.

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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 OFF THE MAP, 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 OFF THE MAP concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding YOU may have had with OFF THE MAP relating to the Program, whether oral or written.

4.4. Amendment: OFF THE MAP reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at www.melaniegillespie.com.

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 Washington. The venue for any dispute shall be in King County, Washington.

4.6. Attorneys' Fees and Legal Expenses: If any proceeding or action shall be brought to recover any amount under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the

amount of which shall be fixed by the court, and shall be made a part of any award or judgment rendered.

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