

Terms of Service

Last Updated on 14th May 2022

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR COURSES OR PRODUCTS ON cathowell.com, magicsourcecodes.com or kohven.com

BY ACCESSING OR USING THE PROGRAM(S) OR PROPRIETARY MATERIAL, YOU ACKNOWLEDGE THAT:

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

This Agreement (“Agreement”) is a legal contract between Reality Alchemy Ltd located at 182 Duck Creek Road, Stillwater, 0993 (“RA”), and the Student

WHEREAS, RA is engaged in this business of client coaching services; and WHEREAS, YOU desire to engage RA to provide business training to YOU in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation; NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1.1. Programs: Under the terms of this Agreement, RA agrees to provide business training services to YOU in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation (“Program(s)”) in exchange for a Program Fee. Progression between Programs will occur automatically, and 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.

1.1.3. Termination: RA 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.

1.3. Promotional Material: By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by RA, YOU affirmatively agree and acknowledge that RA may at any time reproduce and/ or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, YOUR experience participating in such Program(s), including any specific results experienced by YOU over the course of such participation. YOU agree and acknowledge that this includes any written statements you may publish to social media accounts and online forums as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event(s) related to such Program(s).

1.4. 30 Day Refund Policy; RA abides by a 30 day no questions asked refund policy for courses and digital products. There is a NO refund policy for physical goods, delivered services, private coaching and live events.

SECTION 2: NO WARRANTIES

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that RA provides Program(s) related to training only and guarantees no specific results. YOU take full responsibility for YOUR own success.

2.2. Limited Liability: In no event will RA be liable to YOU or any party related to you for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if RA has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

SECTION 3: Confidentiality

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

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

4.4. Amendment: RA§ 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.cathowell.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 & New Zealand. The venue for any dispute shall be in the Auckland, New Zealand.

Changes to this Terms of Service

Any changes that we may make to our Terms of Service in the future will be posted on our website. Where appropriate, we will notify you of the changes periodically.

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