

TERMS AND CONDITIONS

THESE TERMS CONTAIN AN ARBITRATION CLAUSE, DISCLAIMERS AND LIMITATIONS OF LIABILITY. PLEASE REVIEW CAREFULLY.

The following terms ("Agreement") constitute an agreement between Modern Money Coaching LLC ("Company"), and you ("Client" or "you") that governs your purchase and use of the financial coaching services more fully described herein (the "Services"). Client and Company may be referred to jointly as the "Parties." Company, owner and operator of the Services, is a limited liability company formed under the laws of the state of Massachusetts, United States.

Your purchase and/or use of the Services constitutes your acceptance of, and agreement to, the following Agreement.

1. **Term.** This Agreement shall be effective as of the date of purchase and shall continue until the Program (as defined below) is completed. This Agreement may be terminated by the Parties upon fourteen (14) days' written notice to the other party. Should the Agreement be terminated by Client prior to the completion of the Program, Client will remain responsible for the full cost of the Program. Company does not provide refunds. In the event of a breach of this Agreement by Client that results in Company's termination of this Agreement, Client shall remain responsible for the full cost of the Program. In the event Company terminates this Agreement for convenience, Client shall have no further liability.

2. **Services.** Company will provide group financial coaching services to Client as detailed in the package purchased by Client (the "Program"). Each meeting of the Program shall be conducted via Zoom (the "Sessions").

If Client is unable to attend a Session, Client will have access to a recording of each Session so that Client may review the content of the Session at Client's convenience (the "Recording"). Client understands that Company cannot guarantee the quality of each Recording or that the Session will be recorded uninterrupted. Company disclaims any and all liability and Client shall not be entitled to any damages should a Session not record properly. Client shall have access to the Recordings for the duration of the Services.

3. **Representations and Warranties.** The Parties shall perform the Services described in this Agreement and any exhibits hereto. Company represents and warrants that Company has the full and unrestricted right, power, and authority to enter into this Agreement.

Client represents and warrants that: (i) Client will provide the information needed by Company to perform its duties, in the format requested by Company, as described herein or otherwise requested by Company from time to time; (ii) Client will abide by all payment and scheduling terms as set forth in this Agreement including Exhibit A; (iii) Client will abide by the coaching guidelines set forth in Exhibit B; (iv) Client has the full and unrestricted right, power, and authority to enter into this Agreement, perform the obligations herein and grant the rights granted herein; and (v) Client has no other agreements with any other party that would conflict with this Agreement.

4. **Compensation and Payment.** Client shall pay Company the fees in US dollars for the Services as set forth package chosen by Client. Client may choose between monthly payments or an annual

payment. Company accepts payment by debit or credit card through Company's online payment portal. If any additional fees are incurred, as agreed to by the Parties, Company will invoice Client for all such expenses. If Client has not paid its invoice within thirty (30) days of receipt of such invoice, Client agrees that it will be charged a late fee of one (1) % on a weekly basis until payment is received. Failure to pay any fee or invoice may result in temporary or permanent suspension of the Services.

In the event that Company incurs legal fees, costs, or disbursements in an effort to collect its invoices or fees, in addition to interest on the unpaid balance, Client agrees to reimburse Company for all such expenses.

5. **Status.** The Parties understand and agree that Company is an independent contractor. Neither Company nor Company's agents shall be entitled to and waive any and all claims to any employee benefits as a result of Client's relationship with Company. It is understood by the Parties that the relationship established by this Agreement is one of an independent contractor and not an employment relationship, joint venture, partnership, or otherwise. The Parties are not authorized to enter into contracts or agreements or create obligations on behalf of the other party to third parties unless otherwise indicated by such party, in writing.

6. **Confidentiality.** The Parties agree to hold in strict confidence and not to disclose to others or use for any purpose (other than the performance of this Agreement and Services), either before or after termination of the Agreement, any confidential or proprietary information of the disclosing party, including any participant of the Program including, without limitation, any confidential or proprietary information that is transferred pursuant to this Agreement. Confidential and proprietary information includes, without limitation, the terms of this Agreement, any personal, financial, technical, or business information, marketing or distribution plans, strategies or arrangements, or trade secrets relating to the products, systems, equipment, services, sales, research or business of any party. Confidential information is not limited to a specific medium and can be oral, written, electronic, or physical in format.

7. **Intellectual Property - Company Materials.** All original materials provided by Company to Client, Company's trademarks, trade dress and trade secrets and any other items deemed to be Company's intellectual property are owned by Company (the "Materials"). The Materials are provided for Client's individual use only and may not be transferred. Client is not authorized to use or transfer the Materials. All Materials remain the property of Company. Client acknowledges that Client has no right, title, or interest in or to the Materials. Client acknowledges that Client will make no claim to any right, title, or interest in the Materials. Client further acknowledges and agrees that Company shall own all rights, title, and interest in or to the Materials. The Client will not copy, modify, distribute, sell or lease the Materials or any part thereof. Client agrees to cooperate with Company, at its expense, in all further actions, which the Company deems necessary or desirable to confirm, register, protect or enforce Company's rights in and to the Materials.

8. **Licensing.** Misty Lynch is a certified financial planner. The Services do not create a professional relationship between you and Misty Lynch. Neither Company nor Misty Lynch shall be acting as your financial planner or investment advisor.

9. **Disclaimer.** The Services may discuss topics related to finance. This information is not advice and should not be treated as financial advice. The financial information provided in the Services is provided "as is" without any representations or warranties, express or implied. Company makes no representations or warranties in relation to the financial information provided during the Services.

You must not rely on the information provided during the Services as an alternative to advice from a certified public accountant, investment advisor or licensed financial planner. There is no accountant-client relationship created from the Services. You should never delay seeking financial advice, disregard financial advice, or discontinue professional financial services as a result of any information provided during the Services.

10. **Likeness and Biographical Release.** If Client chooses to turn on Client's camera during a Session, Client grants Company the right to use Client's image, visual likeness, portrait, photograph, video and sound recordings (collectively referred to as "Likeness") in connection with the Services, including appearances on the Recordings. Client grants Company the right to use Client's biographical information ("Biographical Information"), including, but not limited to name and other personal information conveyed to Company. Such Likeness and Biographical Information will be used in Recordings displayed or distributed during the Services, edited and unedited, and in connection with promotion and/or marketing for the Services and the Company.

Client and Company agree to only use the Client's Likeness and Biographical Information in connection with the above uses and for no other purpose or purposes without the prior written consent of the Client.

In the event Client does not wish to be video recorded, Client may leave off Client's camera during the Session.

11. **Limitation of Liability.** THE SERVICES ARE SOLD "AS IS." TO THE EXTENT ALLOWABLE BY LAW, THE MAXIMUM LIABILITY OF COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES, TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID UNDER THIS AGREEMENT. IN NO EVENT SHALL COMPANY BE LIABLE FOR LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. **Indemnification.** Client shall indemnify, defend, and hold Company harmless from and against any loss, liability, damage, or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Company in connection with or as a result of any claim brought by or on behalf of any third party person or entity as a result of or in connection with Company's appearance or association with Client, unless such claim arises from Company's acts or omissions or arises from breach of any obligation and/or warranty made by Company hereunder.

13. **No Warranties.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES IN PARAGRAPH 2 OF THIS AGREEMENT, COMPANY MAKES NO WARRANTIES WHATSOEVER. COMPANY EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE SERVICES.

14. **Interactions with Other Participants.** Client understands and agrees that Client is responsible for all interactions, outside of the Sessions (defined below), that Client has with other participants in the

Services. It is Client's responsibility to make an independent determination of any dealings, business or otherwise, that Client chooses to have with other participants. Company expressly disclaims any liability that may stem from participant interactions.

15. **Choice of Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Massachusetts without regard to its conflict of laws doctrine, and applicable federal laws of the United States of America. Jurisdiction of any and all such disputes will lie in the state and federal courts sitting in Norfolk County, Massachusetts. Client consents to personal jurisdiction in the state and federal courts located therein and hereby waives all defenses of lack of personal jurisdiction and forum non-conveniens.

16. **Force Majeure.** Company shall not be deemed in breach of this Agreement if Company is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, death, pandemic, illness or incapacity or any local, state, federal, national or international law, governmental order or regulation or any event beyond Company's control (collectively "Force Majeure Event"). Upon occurrence of a Force Majeure Event, Company shall give Client notice of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

17. **Assignment.** This Agreement shall not be transferred or assigned, in whole or in part, to any third party, in whole or in part, by Client without the express written consent of Company, which may be withheld in Company's sole discretion.

18. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party shall be in writing to the following addresses. Electronic mail is permissible but will only be considered sufficient notice if the non-sending party affirmatively confirms receipt.

Modern Money Coaching LLC

Client: at any address or email address provided to Company

Attn: Misty Lynch
10 Common Street
P.O. Box 373
Walpole MA 02081
Email: misty@mistylynch.com

19. **Miscellaneous.** If any provision of this Agreement is or becomes illegal, unenforceable, or invalid (in whole or in part for any reason), such provision shall be enforced to the maximum extent permitted and the remainder of this Agreement shall remain in full force and effect without being impaired or invalidated in any way. Any rights or obligations contained herein that by their nature should survive termination of the Agreement shall survive, including, but not limited to representations, warranties, intellectual property rights, indemnity obligations, limitations of liability and confidentiality obligations. Any failure of either party to enforce any provision of this Agreement, or any right or remedy provided for therein, shall not be construed as a waiver, estoppel with respect to, or limitation of that party's right to subsequently enforce and compel strict compliance or assertion of a remedy. This Agreement, along with all attachments, represents a single agreement, as well as the entire agreement with respect to the subject matter herein. This Agreement supersedes any prior agreement between the Parties, whether written or oral, with respect to the subject matter, and may be modified or amended only by a writing signed by the party to be charged.

20. Program Requirements.

Client agrees to abide by the following rules:

Be respectful and courteous to all other members and all coaches, instructors, and employees Company.

Do not use abusive, derogatory, threatening, or discriminatory language, either directly or indirectly.

Do not discriminate against or harass on the basis of any legally protected classification, including, but not limited to race, gender, age, disability, national origin, religion, sexual orientation, or gender identity.

Do not retaliate for any reason.

Do not sexually harass or make improper advances.

Do not hang up abruptly on others when you are on a live call of any kind.

Do not use Sessions to complain about coaches, instructors, and employees of Company or other members.

Customer Support requests or issues should be directed to admin@mistylynch.com.

Company reserves the right, in Company's sole discretion, to remove any post, comment, or message, for any reason.

Any content posted in the Services is the sole responsibility of the person(s) who created it, and Company and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. Company and its employees, agents, directors, and officers, do not undertake or assume any duty to monitor for inappropriate or unlawful content posted by any member, nor does it assume responsibility or liability that may arise from any content posted by a member, including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation.

All posts, comments, and messages shared in the Services are confidential and may not be shared by Client or another member outside of the Services. Company reserves the right to report to the appropriate authority any post, comment, or message that Company deems, in its sole discretion, may implicate the safety of either a member or a third-party.

Client acknowledges, however, that the Services may be joined by any member of the public, and so confidentiality cannot be guaranteed. Please do not post any information that you do not want shared.

If Client violates these Program Requirements, Client shall be in breach of this Agreement and Client may be immediately and permanently removed from the Services, in Company's sole discretion.