

## ABUNDANCE PARTY TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE REGISTERING FOR THE Abundance Practice Building PARTY MEMBERSHIP WEBSITE.**

**By using this membership website, the client agrees to fully comply with and be bound by the following Agreement each time the client uses this membership website. If you do not agree to these Terms of Use, please do not use the website.**

### **Overview**

Effective Date: August 4, 2017

Updated: April 17th, 2020

Updated May 11th, 2020

Updated June 1st, 2020

Updated September 1st, 2020

Updated April 8th, 2021

Updated September 1, 2021

Updated September 15, 2022

These Terms of Use (“Terms”) represent a legal document for the Abundance Practice Building’s Abundance Practice Building Party membership website (“Member Website”). By using our Membership Website, the client agrees to fully comply with and be bound by the following Agreement each time the client uses our Membership Website. Please review the following terms carefully.

### **Definitions**

The terms “we”, “us”, and “our” refer to Abundance Practicing-Building. The term “Site” refers to [abundancepracticebuilding.com](http://abundancepracticebuilding.com). The term “user,” “client” and “member” refer to members of the site.

### **Payment Terms**

Payment for the Membership Website is \$29 per month if the client purchased a membership on or before **August 18, 2017**. Current and previous Abundance Practicing-Building Group, NEXT Participants, or individual consulting clients of Abundance Practice Building (“Individual Consulting Clients”) will be able to pay \$29 per month at any time. After **August 18, 2017**, membership for the Abundance Party will be \$39 per month. **After May, 14th, 2019**, membership for the Abundance Party will be \$49.00 a month to all new purchasing clients.

**After August 31, 2021**, membership for the Abundance Party will be \$69.00 a month to all new purchasing clients.

Payments will be automatically deducted from the client's account each month. By registering for our Membership Website, clients are authorizing Abundance Practice Building to automatically debit or charge the credit or debit card client provided when the client registered for this Membership Website.

Abundance Practice Building will automatically charge the client's debit or credit card for at least six months after client registration. By registering for our Membership Website, clients are authorizing Abundance Practice Building to charge client debit or credit cards for at least six months – even if the client cancels their membership.

The client represents and warrants that by are purchasing something from us, (i) any credit information client supply is true and complete, (ii) charges incurred by the client will be honored by the client bank or credit card company, (iii) client will pay the charges incurred by the client at the posted prices, including any applicable taxes, (iv) if client initial payment method is dishonored, the client will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment, and (v) the client will seek resolution for any financial disputes or billing needs directly with Abundance Practice Building.

### **Refund Policy**

Once clients have registered for the Membership Website – **WE WILL NOT ISSUE ANY REFUNDS**. If clients have any difficulty making payments or meeting financial deadlines, please contact [help@abundancepracticebuilding.com](mailto:help@abundancepracticebuilding.com).

### **Membership Term**

Membership will last for at least six months. After six months regardless of frequency of use, the client may cancel their membership anytime by contacting the [HelpDesk](#) ([help@abundancepracticebuilding.com](mailto:help@abundancepracticebuilding.com)).

Abundance Practice Building does not automatically cancel memberships after six months; all cancellation requests must be submitted to the HelpDesk AT LEAST seven days prior to the client's next billing date. Requests submitted after this seven-day period may not be honored before the client's next charge.

### **Access to Materials**

By registering for the Membership Website, the client will have access to the following materials ("Services") for as long as the client is a registered member. Abundance Practice Building makes no claims as to content and reserves the right to alter content with 30 days' notice by email.

## **Use**

Use of the Membership Website including all materials presented herein and all online services provided by us are subject to the following Terms. These Terms apply to all members registered for this Membership Website and the service therein. By using the Membership Website or Services, the client agrees to these Terms, without modification, and acknowledges reading them. Any member who does not abide by the rules of the Abundance Practice Building Party Facebook Community rules will be terminated from the Community without refund. Such individuals will continue to have access to other membership materials.

## **Intellectual Property Rights**

The Site and/or Service contain intellectual property owned by Abundance Practice Building, including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property as well as the Abundance Practice Building name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof, also termed the “look and feel.” Client use of our Membership Website or Services does not constitute any right or license for clients to use our service marks or trademarks without the prior written permission of Abundance Practice Building.

Clients are permitted to enjoy the Services of the Membership Website for client personal, non-commercial use. The client may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site, Service, Content or intellectual property, in whole or in part without our prior written consent. We reserve the right to immediately remove a client from the Site and/or Service, without refund, if clients are found to be violating this intellectual property policy.

Our content, as found within our Membership Website and Services, is protected under United States intellectual property rights laws. Copying, redistribution, use, or publication for commercial use by the client of any such Content is a violation of our intellectual property rights. Client use of our Membership Website and Services does not grant clients any ownership right to our Content.

Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made by sending an email to [help@abundancepracticebuilding.com](mailto:help@abundancepracticebuilding.com).

## **Eligibility and Registration for Membership**

To use our Services clients must register with our Membership Website to become a Member. Client Memberships are not transferable or assignable and are void where prohibited. Our Membership Website and Services are intended solely for Users who are at least (18) years of age or older. Any registration by, use of, or access to our Membership Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Membership Website and/or Services client represents and warrants that client is (18) years

of age or older and agrees to abide by all the terms and conditions of this Agreement. Abundance Practice Building has sole right and discretion to determine whether to accept a Member and may reject a Member's registration with or without explanation.

When the client completes the registration process, the client will receive a password that will allow the client to access our Services. The Client agrees to maintain the confidentiality of their password and is fully responsible for all liability and damages resulting from client failure to maintain that confidentiality and all activities that occur through the use of client password. The client agrees to immediately notify us of any unauthorized use of the client's password or any other breach of security. The client agrees that our Membership Website cannot and will not be liable for any loss or damage arising from the client's failure to comply with password security as discussed herein.

**Community Engagement:**

Abundance Practice Building has a zero-tolerance policy for harassment including bullying, racial hate speech, homophobia, or any demeaning or harassing language in any of our online communities (Abundance Party Facebook Group, Abundance Practice Builders Facebook Group, Abundance Practice Building Instagram) via messenger, or email. This includes and extends to hostile and aggressive language towards other Abundance Practice Building clients or staff members. At its sole discretion, Abundance Practice Building will remove clients exhibiting this behavior from the program and block them from all future Abundance Practice Building services without explanation. Abundance Practice Building retains the right to define harassment or inappropriate behavior as it sees fit.

**Errors, Corrections, and Changes**

We do not represent or otherwise warrant that our Membership Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Membership Website will be correct, accurate, timely, or otherwise reliable.

**System requirements:**

Abundance Practice Building recommends that clients are using the latest version of iOS on any Apple Devices, the latest version of Windows OS, on any Microsoft Devices, and the latest OS on any Android Device. Client's agree it is their responsibility to ensure client's personal hardware and software is up to date and functional on their devices. The client agrees that Abundance Practice Building is not responsible for providing computer literacy assistance/training or resolving any customer access issues caused as a result.

### **Limited License**

We grant clients a nonexclusive, nontransferable, revocable license to access and use our Membership Website and Services strictly in accordance with this Agreement. Client use of our Membership Website and Services are solely for internal, personal, noncommercial purposes unless otherwise provided in this Agreement. No printout or electronic version of any part of our Membership Website or Services may be used by a client in any litigation or arbitration matter whatsoever under any circumstances.

### **Client's License to Us**

The client grants us a license to use the information and materials the client posts to our Membership Website. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Visitor Content") to our Membership Website, clients are granting us and any affiliates, a license to use the Visitor Content in connection with the operation of our business, including without limitation, a right to distribute, copy, transmit, publicly display, reproduce, translate, edit, and reformat client Visitor content. client understands and agrees that client will not be compensated for any Visitor Content. By posting Visitor Content on our Membership Website or Service, clients warrant and represent that clients own the rights to the Visitor Content or are authorized to post, display, distribute, perform, or transmit Visitor Content.

### **Lawful Purposes**

Clients may use the Site and/or Service for lawful purposes only. The client agrees to use the Site and/or Service and to purchase services or products through the Site for legitimate, non-commercial purposes only. client shall not post or transmit through the Site and/or Service any material which violates or infringes the rights of others, encourages conduct that would constitute a crime, or for fraudulent purposes.

### **Our Relationship to Client**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between client and Abundance Practice Building.

### **Privacy Policy**

Our Privacy Policy is considered part of this Agreement and available on this website. The client must review our [Privacy Policy by clicking on this link](#). If clients do not accept and agree to being bound by these Terms, including the [www.abundancepracticebuilding.com](http://www.abundancepracticebuilding.com) Privacy Policy, do not use this Membership Website or our Services.

### **Choice of Law and Jurisdiction**

These Terms will be treated as if they were executed and performed in Asheville, North Carolina, and will be governed by and construed in accordance with the laws of North Carolina without regard to conflict of laws provisions. In addition, clients agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by the client with respect to our Membership Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

## **Dispute Resolution**

Any legal controversy or claim arising from or relating to these Terms and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website operations, intellectual property, will begin with an attempt to resolve any dispute, claim or controversy by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures. The exclusive venue of any dispute resolution will be conducted in Asheville, North Carolina. client or we may seek any interim or preliminary relief from a court of competent jurisdiction in Asheville, North Carolina necessary to protect the rights or property of the client and us pending the completion of arbitration.

## **Unlawful Activity**

We reserve the right to investigate complaints or reported violations of these Terms and take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to the client profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

## **Links to Other Websites**

Our Membership Website may from time to time contain links to third-party websites. Inclusion of links for any website on our Membership Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites. Abundance Practice Building has no control over the privacy practices of third-party websites; clients access any third-party websites at the client's own risk. We recommend that clients review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

## **Indemnification**

client agrees to indemnify, defend, and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney's fees, related to client violation of these Terms or use of our Membership Website or Services.

## **Severability and Survival**

Should any part of these terms be held invalid or unenforceable, that portion will be construed consistent with applicable law and the remaining portions will remain in full force and effect. To

the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such provision, nor of the right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

### **LIMITATION OF LIABILITY**

THE CLIENT AGREES THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF THE CLIENTS USE OF THE SITE OR SERVICE. ADDITIONALLY, Abundance Practice Building IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE CLIENTS INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF Abundance Practice Building HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL Abundance Practice Building'S CUMULATIVE LIABILITY TO client EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE client HAVE PURCHASED FROM THE SITE, AND IF NO PURCHASE HAS BEEN MADE BY client Abundance Practice Building'S CUMULATIVE LIABILITY TO client SHALL NOT EXCEED \$150.

### **No Warranty or Liability**

The information presented on [abundancepracticebuilding.com/abundanceparty](http://abundancepracticebuilding.com/abundanceparty) is provided "as is" and "as available," without representation or warranty of any kind. Abundance Practice Building does not represent or warrant that such information is or will be always current, complete, or accurate. Any representation or warranty that might be otherwise implied is expressly disclaimed.

The client agrees that Abundance Practice Building is not liable to the client or others, in any way or for any damages of any kind, arising from the use of [abundancepracticebuilding.com/abundanceparty](http://abundancepracticebuilding.com/abundanceparty), including, but not limited to, liability or damages caused by viruses contained within electronic files of this site or any linked site, regardless of prior notice to our office.

### **Changes to Our Terms and Conditions**

We reserve the right to change these Terms of Use at any time by giving the client advanced notice of the changes by email or in writing. We will also post these changes on our Membership Website. These changes will become effective 30 days after receiving the notice. To avoid doubt, no unilateral amendment will retroactively change agreed dispute-resolution provisions of these Terms of Use, if any, including, for example, arbitration provisions for then-pending disputes unless the parties expressly agree otherwise. Client's the continued use of our Membership Website, Services, and products after any change to these Terms of Use and notifying the client will constitute client acceptance of such change. If a client does not agree with the changes to these Terms of Use, the client can choose to discontinue the use of our Membership Website, Services, and products if their 6-month membership minimum has been met.