

## **PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE REGISTERING FOR THE LIMITLESS PRACTICE PROGRAM.**

By purchasing this three (3) month subscription to the Limitless Practice, you agree to fully comply with and be bound by the following Agreement each time you use this membership website. If you do not agree to these Terms of Use, please do not use the website.

### **Overview**

Effective Date: November 2023

These Terms of Service ("Terms") represent a legal document for the Limitless Practice subscription membership website ("Limitless Practice Members Website"). By using The Limitless Practice Members Website, you agree to fully comply with and be bound by the following Agreement each time you use our Members Website. Please review the following terms carefully.

### **Definitions**

The terms "we", "us", and "our" refer to Abundance Practice Building. The term "Site" refers to [abundanceparty.com](http://abundanceparty.com). The term "user," "you," and "your" refers to members of the site.

All text, information, graphics, design, photos, images, materials, documents, data, and intellectual property accessible on or offered through our Limitless Practice Members Website or Services are collectively known as our "Content" is our property and is protected by the United States intellectual property laws.

### **Payment Terms**

As a part of your membership to the Limitless Practice, you will receive three (3) general individual consultations, one per month to occur within the first 3 months of membership; lifetime access to a monthly group coaching call (Q & A) with an "Abundance Practice Building employee/personnel"; and lifetime access to educational materials.

Individual consultations occur within the client's first 3-months of Limitless Practice membership, there are no rollovers, & clients cannot double up in a month. Clients are responsible for booking individual consultations on time. If a client doesn't book a monthly consultation on time, the calendar for the month will close, and the client will forgo the opportunity to meet with the consultant that month. Any missed sessions are not redeemable at a later date or for use in any following months. Clients' membership period begins immediately post-purchase. No-shows (not showing up to a scheduled appointment) and late cancellations made less than 24 hours in advance cannot be redeemed or "made up". Abundance Practice Building is not obligated to reschedule, and no refunds will be permitted.

For those that choose the 3-month payment plan -- purchasers will be charged \$2,000 immediately upon purchase. The purchaser will be charged \$2,000 every month for two

additional months (\$6,000 due total). Payment is drafted every month on the date of purchase. **For example**, a payment plan registrant purchasing on the 15th of the month will be billed every month on or around the 15th of the month, depending on their banking institution. This will vary on weekends and holidays. By registering for our Limitless Practice Members Website, you are authorizing Abundance Practice Building to automatically debit or charge the credit or debit card you provided when you registered for this Limitless Practice Members Website. By agreeing to the terms and conditions found here, you, the user, agree to seek resolution for financial questions and needs with Abundance Practice Building.

For those that choose the 6-month payment plan -- purchasers will be charged \$1,000 immediately upon purchase. The purchaser will be charged \$1,000 every month for five additional months (\$6,000 due total). Payment is drafted every month on the date of purchase. **For example**, a payment plan registrant purchasing on the 15th of the month will be billed every month on or around the 15th of the month, depending on their banking institution. This will vary on weekends and holidays. By registering for our Limitless Practice Members Website, you are authorizing Abundance Practice Building to automatically debit or charge the credit or debit card you provided when you registered for this Limitless Practice Members Website. By agreeing to the terms and conditions found here, you, the user, agree to seek resolution for financial questions and needs with Abundance Practice Building.

Limitless Practice membership is for life from the date you register. Abundance Practice Building will automatically charge your debit or credit card once for those using the one-time payment plan or twice for those using the payment plan. By registering for our The Limitless Practice Members Website, you are authorizing Abundance Practice Building to charge your debit or credit card. Please review the cancellation policy on cancellation limits.

You represent and warrant that if you are purchasing something from us, (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

Individuals who have not met payment obligations and commitments with Abundance in the past are not eligible for the Limitless Practice unless their remaining obligation balance (Abundance Party remaining membership months, Abundance Practice Building Group, individual coaching) is met.

#### **Member Satisfaction Policy/Cancellation Policy:**

All sales are final and non-refundable. Failure to use the products or reach program goals does not constitute the basis for refusing to pay any of the associated charges.

#### **Client Inquiries and Needs:**

Members will direct all billing, program, and scheduling questions to the [HelpDesk](mailto:help@abundancepracticebuilding.com) ([help@abundancepracticebuilding.com](mailto:help@abundancepracticebuilding.com)) where they will be assisted by an Abundance Practice Building staff member. Questions, concerns, and complaints are to be directed to the [HelpDesk](#) where they will be addressed by management. Complaints, concerns, and clarification needs will not be posted by the member on social media. Complaints, concerns, and clarification assistance requests will all be directed to the [HelpDesk](#) and assisted from there.

### **Professional Accountability and Community Engagement Conduct:**

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 Building Facebook Page, Abundance Practice Building Instagram) via messenger, or email. This includes and extends to hostile and aggressive language towards other Abundance Practice Building clients and/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.

Clients found exhibiting this behavior will be removed from the program without refund and are expected to meet full financial obligations of any remaining monies due to Abundance Practice. They will be blocked from all future and current Abundance Practice Building services (including social media accounts).

Clients who have paid for Limitless Practice membership that are found exhibiting harassing behavior in the exclusive Abundance Community Facebook Group and/or the Abundance Practice Building Facebook Page, as defined by Abundance Practice Building, can be removed from Abundance Social Media at the staff's discretion without explanation.

Abundance Practice Building staff will not mediate any previously held conflicts between individuals who have personal or professional relationships outside of and previous to joining Limitless Practice, the Abundance Party, or utilizing any of our free services. Abundance Practice Building is not a regulatory or licensing agency - clients are expected to report clinical concerns of misconduct to the appropriate authorities.

### **Membership Term**

Limitless Practice Membership includes access to 3 monthly individual consultations and 3 Q and A sessions with an Abundance team member to be completed within the first 3 months of the client's program. Limitless Practice Membership also includes lifetime access to the Abundance Practice Building Resource Portal. Access to all member resources ends if payment is not received in full.

### **Access to Materials**

By registering for the Limitless Practice Members Website, you will have access to the Limitless Practice Portal and course materials. Access does not guarantee "completion," per previous terms re: no-shows and cancellations. You will have access to the following materials ("Services") for as long as you are a registered member:

1. 3 individual consultations (only available to you once monthly during your first three months in the program; Day One of three months is the day you register)
  - a. There are no rollovers, & clients cannot double up in a month.
  - b. Clients are responsible for booking individual consultations on time.
  - c. If a client doesn't book a monthly consultation on time, the calendar for the month will close, and the client will forgo the opportunity to meet with the consultant that month.
  - d. Any missed sessions are not redeemable at a later date or for use in any following months.
  - e. No-shows (not showing up to a scheduled appointment) and late cancellations made less than 24 hours in advance cannot be redeemed or "made up".  
Abundance Practice Building is not obligated to reschedule, and no refunds will be permitted.
2. Limitless Practice Members within good standing, as outlined in the **Professional Accountability and Community Engagement Conduct Clause**, can expect:
  - a. Lifetime access to 12 monthly training sessions per year
  - b. Lifetime access to the private Abundance Community Facebook Group
  - c. Lifetime access to the Abundance Practice Building Resource Portal

### **Abundance Hardship Policy**

We at Abundance Practice Building understand the unpredictable nature of the world we currently live in. We, therefore, recognize and acknowledge that circumstances may arise that prevent a client from providing payment per the terms outlined in the agreed-upon contract. The Abundance Hardship Policy works to address these circumstances and grants clients the opportunity to pause their payment collection and/or monthly 1:1 consultation(s) for eight weeks, effective immediately after the current billing cycle, pending confirmed approval from a member of the Team Abundance.

*If the client granted this pause has paid for the Limitless Practice in full*, the client will retain access to all materials and will be granted an eight-week extension to complete his/her/their three 1:1 individual consultations. Abundance Practice Building will provide the client with link(s) to schedule the appropriate number of rescheduled consultation(s). Clients must complete these consultation(s) within the eight-week period outlined by an Abundance Team member. These consultation(s) will time out after the eight-week pause. If the client does not complete their scheduled consultation(s) within the eight weeks allotted, the client forgoes the 1:1 individual consultation(s). Any missed sessions, including those within this eight-week extension period, are not redeemable later or for use in any following months.

*If the client granted this pause selected the monthly financing payment option, the client will retain access to all materials and will be granted an eight-week extension to complete his/her/their three 1:1 individual consultations. Link(s) to schedule these permitted rescheduled consultation(s) will be provided to the client once payments have resumed. These link(s) will time out after the eight-week pause. If the client does not complete these rescheduled consultation(s) within the eight weeks allotted, the client forgoes the 1:1 consultation(s). Any missed sessions, including those within this eight-week extension period, are not redeemable later or for use in any following months. Payment collection will resume immediately following the eight-week pause; no further extensions will be granted. Note: this one-time pause in payments does not count toward a client's outstanding balance (i.e., the client is still responsible for all payments toward their purchased product).*

## **Use**

Use of the Limitless Practice Members 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 Limitless Practice Members Website and the service therein. By using the Limitless Practice Members Website or Services, you agree to these Terms, without modification, and acknowledge reading them. Any member who does not abide by the rules of the Abundance Practice Building Community Facebook Group and/or the Abundance Practice Building Facebook Page will be terminated from the Community without a 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." Your use of our Limitless Practice Members Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Abundance Practice Building.

You are permitted to enjoy the Services of the Limitless Practice Members Website for your personal, non-commercial use. You 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 you from the Site and/or Service, without refund, if you are found to be violating this intellectual property policy.

Our content, as found within our Limitless Practice Members Website and Services, is protected under United States intellectual property rights laws. Copying, redistribution, use, or publication for commercial use by you of any such Content is a violation of our intellectual property rights.

Your use of our Limitless Practice Members Website and Services does not grant you 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 before you use Content by sending an email to [hello@abundancepracticebuilding.com](mailto:hello@abundancepracticebuilding.com).

### **Eligibility and Registration for Membership**

To use our Services you must register with our Limitless Practice Members Website to become a Member. Your membership is not transferable or assignable and is void where prohibited. Our Limitless Practice Members 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 Limitless Practice Members Website by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions. By using our Limitless Practice Members Website and/or Services you represent and warrant that you are (18) years of age or older and agree 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 you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that our Limitless Practice Members Website cannot and will not be liable for any loss or damage arising from your failure to comply with password security as discussed herein.

### **Errors, Corrections, and Changes:**

We do not represent or otherwise warrant that our Limitless Practice Members 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 Limitless Practice Members Website will be correct, accurate, timely, or otherwise reliable.

### **System Requirements:**

We recommend that you use the most recent update for your personal hardware's operating system. It is the user's responsibility to ensure their hardware and software are up to date and functional on their own personal devices. Abundance is not responsible for providing computer literacy assistance/training or resolving any customer access issues caused as a result. All access and assistance requests must go through the [HelpDesk](#). The member understands that social media tags, emails, and other notifications for assistance will not be responded to. Abundance is not responsible for unanswered questions sent through inappropriate channels or access issues caused thereof.

## **Limited License**

We grant you a nonexclusive, non-transferable, revocable license to access and use our Limitless Practice Members Website and Services strictly in accordance with this Agreement. Your use of our Limitless Practice Members 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 Limitless Practice Members Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

## **Your License to Us**

You grant us a license to use the information and materials you post to our Limitless Practice Members Website. By posting, displaying, transmitting, performing, or otherwise distributing information or other content ("Visitor Content") to our Limitless Practice Members Website, you 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 your Visitor content. You understand and agree that you will not be compensated for any Visitor Content. By posting Visitor Content on our Limitless Practice Member Website or Service, you warrant and represent that you own the rights to the Visitor Content or are authorized to post, display, distribute, perform, or transmit Visitor Content.

## **Lawful Purposes**

You may use the Site and/or Service for lawful purposes only. You agree to use the Site and/or Service and to purchase services or products through the Site for legitimate, non-commercial purposes only. You 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 You**

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

## **Privacy Policy**

Our Privacy Policy is considered part of this Agreement and available on this website. You must review our Privacy Policy by [clicking on this link](#). If you do not accept and agree to being bound by these Terms, including the Privacy Policy, do not use this Limitless Practice Members Website or our Services.

## **Choice of Law and Jurisdiction**

These Terms will be treated as if it 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, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Limitless Practice Members 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. You 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 you 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 your profile, email addresses, usage history, posted materials, IP addresses, and traffic information.

### **Links to Other Websites**

Our Limitless Practice Members Website may from time to time contain links to third-party websites. Inclusion of links for any website on our Limitless Practice Members 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; you access any third-party websites at your own risk. We recommend that you review the privacy policy and terms and conditions of those sites to fully understand what information is collected and how it is used.

### **Indemnification**

You agree 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 your violation of these Terms or use of our Limitless Practice Members 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**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR 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 YOUR 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 YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM THE SITE, AND IF NO PURCHASE HAS BEEN MADE BY YOU Abundance Practice Building'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$150.

## **No Warranty or Liability**

The information presented on abundanceparty.com 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.

You agree that Abundance Practice Building is not liable to you or others in any way or for any damages of any kind arising from the use of abundanceparty.com, 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 you advanced notice of the changes by email or in writing. We will also post these changes on our Limitless Practice Members 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. Your continued use of our Limitless Practice Members Website, Services, and products after any change to these Terms of Use and notifying you will constitute your acceptance of such change. If you do not agree with the changes to these Terms of Use, you can choose to discontinue the use of our Limitless Practice Members Website, Services, and products.