StreetSmartWealth

jackieulmer

THIS AGREEMENT entered into on the day payment/subscription is created by submitting payment/personal information and setting up recurring payment, is made between Street Smart Wealth Group, LLC. (“Company”) and PARTICIPANT, the person/name submitting payment, credit card, and personal details , hereinafter referred to as the participant (“Participant”).

By initiating and submitting payment information and purchasing the program and coaching time slots, Participant irrevocably agrees that Participant has elected to participate in one of the Company’s programs and that upon Participant’s acceptance into the Program, this Participant Agreement (the "Agreement") is a binding contract between Participant and the Company and applies to your participation in the Program.

By submitting payment information, you (Participant) are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement. The Company may amend this Agreement at any time by sending you a revised version at the address you provided.

DESCRIPTION OF SERVICES (Program). You have signed up for the Street Smart Wealth Academy and One to One Coaching, training and mentoring program.

- You have lifetime Access to the Street Smart Wealth Academy Program and monthly live calls.
- You have 26, 1-2-1 personal coaching sessions, not to extend beyond 8 months to use, unless mutually agreed upon..
- You have reasonable access to text, call and email specific questions and assistance needed.

1. **TERM.** This Agreement begins upon submission of payment and admittance into the Academy and one to one coaching mentoring.
2. **PAYMENTS.** All payments shall be made to Street Smart Wealth Group, LLC. If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to Street Smart Wealth Group LLC, without any additional authorization, for which you will receive an electronic receipt. You also agree that Smart Wealth Group

LLC is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Participant shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other rights or remedy provided by the law, if Participant fails to pay for the Services when due, the Company has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

If Participant fails to make any payment when due, Participant will not be allowed to access support, coaching, developed strategies, log into the Street Smart Wealth Academy, or other membership coaching sites authorized.

By submitting payment and joining the program, you authorize the Company to charge your credit card, or cash your checks as payment for your membership in the Street Smart Wealth Academy and One to One Coaching.

3. **REFUNDS**. **Refund Policy for the Street Smart Wealth Academy program:** In order to request a refund, you must have completed all of the modules and worksheets for the program, and have asked for and received coaching at least ten (10) times from the Street Smart Wealth Group LLC. Smart Wealth Group LLC. may require that you submit documentation, including without limitation your completed worksheets and self-coaching for each of the modules, all the completed worksheets from the program, and the coaching you received by email to jackie@streetsmartwealth.com or inside the module portal.

   Refunds are not available for the One to One Coaching time slots.

   Since we have a clear and explicit Refund Policy in these Terms of Service that you have agreed to upon completing the purchase of Street Smart Wealth LLC Programs, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

4. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- The failure to make any required payment when due.

- The failure to make available or deliver the Program in the time and manner provided in this Agreement.

- The breach of any of the terms or conditions of this Agreement.

- The breach of any of the confidentiality provisions of this Agreement.

- The Company is committed to providing Participant with a positive Program experience.

5. CONTENT. Participant agrees that the success of training / coaching can only occur with consistent and committed practice, implementation and execution by the Participant. Practice, implementation and execution are the sole responsibility of the Participant.

Training, strategy, coaching, facilitating which are not advice, therapy, or counseling, may address specific related topics or general conditions regarding the Participant's self-discovery, personal and professional growth, and business practices and growth. All decisions made and all implementation of such decisions, assignments, habit changes are the sole responsibility and at the sole discretion of the Participant. Participant accepts sole responsibility, affect and liability for any and all decisions, execution and implementation hereto.

6. CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY. The Company respects your confidential and Proprietary information, content, ideas, plans and trade secrets (collectively "Confidential Information") and must insist that you respect the same rights of the Company and other Participants. By signing below, you agree:

- not to infringe any of the Company's copyright, patent, trademark, trade secrets or other intellectual property rights;

- that any Confidential Information shared by Program Participant or any representative of the Company is Confidential and Proprietary, and belongs solely and exclusively to the Participant who discloses it or to the Company and its officers, directors, employees, agents, attorneys or their representatives;

- not to disclose such information to any other person outside of the Program or use it in any manner other than in discussions with the Company;

- that all materials and information provided to you by the Company are its confidential and proprietary intellectual property, belong solely and exclusively to the Company, and may only be used by you as authorized by the Company;

- distribution and sale of these materials by anyone but the Company is strictly prohibited;

- that if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations;

- this confidentially shall survive the termination of this Agreement.

7. INDEMNIFICATION. Participant agrees to indemnify and hold the Company harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Company that result from the acts or omissions of Participant and/or against the Company and its officers, directors, employees, agents, attorneys or other representatives. This Indemnification shall survive the termination of this Agreement.

8. MEDIA RELEASE. Participant grants the Company permission to use Images and/or Audio Testimonial recordings and/or Video Testimonial Recordings of Participant for promotional, marketing, product creation and/or training purposes. Participant waives all rights of compensation or ownership to any images/audio recordings or video recordings of this event and/or related activities.

9. DISPARAGEMENT. Each Participant agrees not to disparage or slander the Company or the Program, or other Participants in any way, including on social media. Partici-

pants are encouraged to share their personal and business results/ success stories related to their participation in the Company's Programs.

10. NO REPRESENTATIONS, WARRANTIES OR GUARANTEES. The Company has made every effort to accurately represent the Program and its potential. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. By signing below, you acknowledge that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that you will earn any money as a result of your participation in the Program. By signing below, you also acknowledge that you have represented to the Company that payment of your Program Tuition will not place a significant financial burden on you or your family.

11. DISCLAIMER. The Company is not qualified to provide legal, tax, accounting or financial advice or services and the information provided to you by the Company during the Program is not intended as such. You should refer all legal, tax, accounting and financially related inquiries to appropriately qualified professionals.

12. NO RULE OF STRICT CONSTRUCTION. Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. This Agreement shall be construed as if the parties drafted the Agreement together.

13. FORCE MAJEURE AND LIABILITY. The Company is not responsible to you for any loss, damages, costs, claims or expenses which may be incurred as a result of its delay in or failure to perform its obligations where such delay or failure is due to causes beyond its control. Causes beyond its control include, but are not limited to: fire, flood, earthquake, accident, civil disturbances, war, rationing or embargoes, strikes, labor problems, delays in transportation, inability to secure necessary materials, delay or failure of performance of any supplier or subcontractor, acts of God and acts of Government.

Except for any indemnification or for damages arising out of the gross negligence of willful misconduct of either party hereto, no party shall be liable to the other party or its affiliates, officers, directors, Successors or assigns for any incidental, consequential, special or punitive damages or lost profits arising out of this Agreement, whether liability is asserted in contract or tort and irrespective of whether it has advised or been advised of the possibility of any such loss or damage.

14. NON-DISCLOSURE and INTELLECTUAL PROPERTY. Company will not voluntarily communicate Participant's future plans, business strategies, career goals or financial information to any third party other than Participant hereto. To protect the intellectual property of the Company and the intellectual property of other coaching/training resources that the Company might provide to Participant, Participant agrees not to disperse, share or reuse the coaching/training materials, techniques, recordings or any other such information unless Participant has the written permission of Company and/or the written permission of the source of that intellectual property. All prices, rates and details of this Agreement are included as confidential and not to be shared or disclosed.

15. SEVERABILITY. If any provision of this Agreement is or becomes unenforceable for any reason, in any jurisdiction, that shall not affect the remainder of this Agreement and it shall nevertheless remain in full force and effect.

16. DISPUTE RESOLUTION. Any disputes regarding this Agreement will be submitted to mediation with the assistance of a neutral independent mediator.

17. GOVERNING LAW. Company is a limited liability company organized and existing under the laws of the **State of Arizona**. This Agreement shall be governed by and interpreted in accordance with the Laws of the State of Arizona, other than the conflicts of law provision. **Any action pursuant to this Agreement shall be venued in the County of Maricopa, State of Arizona.**

18. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in signature section below or to such other address as one party may have furnished to the other in writing.

Submission of payment information and joining the program by the Participant on this Agreement indicates Participants full understanding of and agreement with the terms as they are presented and described.

Participant is providing the electronic equivalent of Participant's signature and assert that you have read, understood and agreed to this entire document. If you do not agree with these Terms and Policies, do not purchase or use the Program or Content.

Company Contact Information:

Cell / Text: 909-289-7908 Email: Jackie@StreetSmartWealth.com

Mailing Address

32531 N Scottsdale Rd, Suite 105-195 Scottsdale AZ 85266

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