



ONLINE COURSE AGREEMENT

THIS AGREEMENT (“Agreement”), is entered into on the registration date (“Effective Date”) by and between Karen McCullough & Co. dba Karen McCullough (“Company”), a Texas Sole Proprietor, with a mailing address of 1302 Waugh Drive, Suite 344, Houston, TX 77019, and the Online Course Registrant (“Client”), whom collectively shall be known in this agreement as the “Parties.”

WHEREAS Client and Company agree as follows:

1. SERVICES

Creating & Writing Your Killer Keynote Online Course (“Program”):

Company will provide Client with a guaranteed log-in to the virtual Program for a period of at least 90 days. Program consists of (10) ten training modules with accompanying .pdf workbook.

2. PROGRAM TUITION AND PAYMENT

OPTION 1: PAID IN FULL

Client selects and hereby agrees to the tuition of the program to be PAID IN FULL: The total of the paid in full price includes the price that is advertised to the public on the date the Client registers for the program, plus any upgraded options selected by the Client and applicable sales taxes and/or fees.

OPTION 2: THREE (3) INSTALLMENTS

Client agrees to pay for the program with an installment payment that will be automatically deducted from the Clients credit or debit card which they have provided upon initial registration of the Program. The first installment will be paid on the date of registration, and then two (2) remaining, consecutive, monthly installments will be automatically deducted every thirty (30) calendar days after the date of registration.

Client understands and hereby agrees that all paid in full or installment tuition for the Program is non-refundable.

3. HANDLING OF DISPUTES

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Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall be handled in accordance with applicable laws of the venue herein agreed upon.

(3A) Payment Cancellation Dispute

In the event that Client cancels any credit card payments, or payments of any method used by Client, this Agreement may be immediately terminated by Company, and Company reserves the right to dispute such cancellation and pursue Client for monies owed to Company due to such payment cancellation.

4. OWNERSHIP OF MATERIALS

Company shall retain the creative rights to all original materials, data, and similar items produced by Company hereunder in connection with Services under this agreement. All services, software or materials used by Company shall always be the sole property of Company, and under no circumstances shall Client have any interest in or rights to the title to such materials or software.

Client acknowledges that Company may use and modify existing materials for Client's benefit, and that Client holds no rights to such materials.

5. PROPRIETARY INFORMATION AND USE OF MATERIALS

Except as provided elsewhere in this Agreement, all information disclosed by one Party to the other Party, shall be deemed to be confidential and proprietary ("Proprietary Information"). Such Proprietary Information includes, but not limited to training manuals, videos or other intellectual property.

6. LIMITATION OF LIABILITY

The Karen McCullough & Co., shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. Client agrees that, in the event Company is determined to be liable for any such loss, Client's sole remedy against Company is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. Company is not responsible for errors which result from faulty or incomplete

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information supplied to Company by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Company shall not be liable to Client for any costs, damages, or delays due to causes beyond its control, expressly including, but not limited to, unknown site characteristics, changes in policies, or changes in terms of services.

7. GOVERNING LAW; VENUE; INTERPRETATION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas.

The exclusive venue for any court proceeding based on or arising out of this Agreement shall be in Houston, Texas, USA.

8. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled to by law.

9. NO GUARANTEE

Company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients by Company may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level of results.

10. COMMUNICATIONS

Client agrees that communication is to be via email only, the email address to use is karen@karenmccullough.com. If Client wishes to speak on the phone, Client shall send an email to Company stating its desire to schedule a phone call, and Company will work with Client to arrange a time. Company's office hours are 9am-4pm CST Monday-

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Friday. Company typically responds to emails within 72 hours, excluding weekends and standard holidays. When applicable, Program calls shall be scheduled and confirmed by email in advance.

11. ENTIRE AGREEMENT

This Agreement is the final, complete, and exclusive Agreement of the Parties. No modification of or amendments to this Agreement shall be effective unless express, in writing, and signed by the Parties.

12. SEVERABILITY

If any provision of this Agreement shall be held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. Thus, the remaining provisions of this Agreement shall remain in full force and effect

13. HEADINGS

The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

14. MEDIA RELEASE

The Client hereby agrees to permit any images of themselves captured during the Program by any means including but not limited to recorded video, photographs, or digital camera to be used solely for the purpose of Karen McCullough & Co. for promotional material. Client waives any rights for compensation or ownership hereto.

15. E-CONSENT

By the Client purchasing the Program via the online checkout page you are hereby consenting to the terms of this agreement and acknowledge you have read, understand, and agree to all terms and conditions of this entire Agreement.