

## **TERMS AND CONDITIONS OF PURCHASE**

By purchasing the “Instagram Business Babe” online course (the “Course”) from Kathrin Zenkina (“Coach”), you agree and consent to the following legal terms and conditions that govern your use of the Course and that form a legal agreement between you and the Coach.

### **PURCHASING REQUIREMENTS**

You must be at least 18 years of age or older to purchase this Course. The Course is available for individual purchase only. Friends, family, partners, colleagues, etc, will need to each purchase the Course individually. You are expressly prohibited from sharing access to the Course with anyone else. Additionally, you have no right to assign this Agreement as this Course is non-transferable.

### **EARNINGS DISCLAIMER AND INDIVIDUAL RESPONSIBILITIES**

This Course is not a get rich scheme. Coach cannot guarantee any success or projected increased income from taking this Course. Although there are many happy students of the Course, many of whom have provided testimonials, their results may not be typical for everyone and they are not intended to guarantee, promise, represent and/or assure that you will achieve similar results from taking the Course.

Each person’s success and results depends on many factors, including dedication, desire and motivation. You accept the risk of not achieving any results (or less than desirable results) from taking the Course. This Course does not provide any professional financial, legal, medical or psychological services or advice. None of the content of the Course cures or treats any mental or medical condition. You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results.

Coach disclaims any liability for your reliance on any opinions or advice contained in the Course.

Any third party links to products or services are subject to separate terms and conditions. Coach is not responsible for or liable for any content on or actions taken by such third party websites. Although Coach may recommend third party sites, products or services, it is your responsibility to fully vet such third parties before entering into any transaction or relationship with them.

### **PAYMENT**

You are responsible for paying for the Course in full and for providing Coach with a valid credit card or other payment method. If the payment is declined, returned or deemed fraudulent, your access to the Course will be terminated until all payments are made in full. If you enrolled through the payment plan and you miss a payment, your access to the Course will be suspended until you provide a valid credit card or other payment method. Multiple missed payments may result in termination of your access to the Course unless all remaining payments are made in full.

## **REFUNDS**

Given the nature of the Course, no refunds will be offered.

## **INTELLECTUAL PROPERTY**

This Course includes materials protected by copyright, trademark and other intellectual property laws. Such materials include but are not limited to written text, workbooks, videos, audio recordings, photos, designs and graphics. Any reproduction or unauthorized use shall constitute infringement. Duplicating, sharing or uploading Course files to sharing sites is considered stealing and Coach may prosecute such misconduct to the fullest extent permitted by law.

Coach provides you with this Course solely for your personal, noncommercial use and you agree that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with this Agreement. You will not use the Course in a manner that constitutes infringement or that has not been authorized by Coach. More specifically, you may view, download, print, email and use these materials for your personal, noncommercial purposes only. You may not republish, reproduce, duplicate, copy, display, distribute or otherwise use any material from the Course for commercial purposes. Additionally, you may not modify, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit or distribute in any manner or medium, including by email or other electronic means, any material from the Course.

## **CONFIDENTIALITY**

To access certain features of the Course, you may need a username and/or password. You agree to keep this information confidential and not share it with anyone else. If Coach has reasonable grounds to suspect that you have shared your username and/or password with anyone else, or forwarded course material to any other person, Coach has the right to suspend or terminate your account and refuse any and all current or future use of the website and online courses, in whole or part, without refund.

## **PRIVACY**

Coach and her third party vendors may collect information from you when you purchase the Course, fill out any type of form, access private membership pages, or otherwise contact Coach via an online form, e-mail or through social media. The information collected may include your name, e-mail, address, phone number, and billing information.

Coach collects such information in order to send e-mails, fulfill orders, deliver services and products, complete customer transactions, oversee promotions and improve website performance and customer service.

By purchasing the Course, you will be subscribed to Coach's e-mail list if you are not already a subscriber. If you wish to unsubscribe from receiving e-mails from Coach unrelated to the Course, you

may do so at any time. Each e-mail from Coach includes a link to unsubscribe from e-mail communications. Just be certain to not unsubscribe from the Course list or you will no longer receive information and course materials related to the Course purchased.

Coach may collect domain information and “cookies” (small files saved on your hard drive by your web browser) to analyze website and advertisement performance, track user patterns, save information from your previous visits and customize your experience.

Coach respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties for marketing or advertising. Coach may, however, share your information with third party service providers working on Coach’s behalf to serve you. Examples include companies and individuals we have engaged to maintain and update websites, private membership sites or e-mail platforms or to process financial transactions. Coach may also be required by law to release information in certain circumstances.

Please note that any comments or information that you post on the Course website, including any private membership sites and private Facebook groups, are not private and third parties may make use of your information. Coach is not responsible for any unauthorized uses by third parties in such context.

Any third party links to products or services are subject to separate privacy policies. Coach is not responsible for or liable for any content on or actions taken by such third party websites.

This Course is targeted and intended for persons over the age of 13. Coach does not knowingly collect information from anyone under 13 years of age.

## **FORBIDDEN ACTIVITIES**

You are strictly forbidden from the following:

- Causing damage to the Course website or private membership site
- Using the Course website or private membership site for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using the Course website or private membership site to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using the Course website or private membership site to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from the Course website or private membership site

- Sharing private, copyrighted and proprietary information from the Course with anyone else or otherwise sharing your username and/or password

## **NO INDIVIDUAL COACHING**

The Course does not include individual coaching. It is a self-study course. Participating in the Course does not create an individual coaching relationship.

## **PRIVATE FACEBOOK GROUP**

Every term and condition of this Agreement equally applies to any activities in the private Facebook group created for members of the Course (the “Group”). The Group is a complimentary bonus and subject to Facebook terms and conditions. Coach does not have authority or control over Facebook and cannot predict any changes or rules to Facebook. Coach is not liable for the Group being made available to you or your rights to access Facebook. Additionally, Coach may institute community rules and guidelines for the Group with which you agree to comply.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Coach and her agents and contractors harmless from any claim or demand, including reasonable attorneys’ fees, made by any thirdparty due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

## **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

THE INFORMATION, PRODUCTS AND SERVICES OFFERED IN THE COURSE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COACH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COACH DOES NOT WARRANT THAT THE COURSE WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY PART OF THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COACH SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR OUT OF YOUR USE, INABILITY TO USE, OR PURCHASE OF THE COURSE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE COURSE. NOTWITHSTANDING THE FOREGOING, ANY DAMAGES SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE COURSE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITED OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH

STATES OR JURISDICTIONS THE COACH'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws. The state and federal courts located in Los Angeles County, California shall have exclusive jurisdiction over any case or controversy arising from or relating to the Course. You hereby submit to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defense of forum non conveniens.

### **CONSTRUCTION OF AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of Coach to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.