

## **The Manifestation Babe Academy Product Service License**

PLEASE READ THIS AGREEMENT AND INDICATE YOUR ACCEPTANCE BY CLICKING THE "I ACCEPT/AGREE" BUTTON AT THE BOTTOM OF THIS WEB PAGE. ACCEPTANCE OF THIS SERVICE LICENSE MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS SERVICE LICENSE AND ANY AMENDMENTS THERETO AFTER THIS DATE.

This **The Manifestation Babe Academy** Product Service License ("Service License") is between You and Company (each also sometimes referred to as a "Party," collectively, "Parties"). Company agrees to provide You with access to The Manifestation Babe Academy portal of its Website restricted only to those persons who have assented to the terms of this Service License to access the Membership Website. You agree to pay the Product Fee to Company according to the terms of this Service License and abide by any rules and regulations adopted by Company with respect to use of the Website, including without limitation, the Terms of Use, available here and incorporated herein by this reference. Capitalized terms not otherwise defined in this Service License shall have the same meaning ascribed in the Terms of Use, as updated from time to time. In the event of any conflict between the terms of the Service License and Terms of Use, the terms of this Service License will control.

### **1. Definitions and Interpretation.**

#### **1.1. Website**

"Website" means the website located at [www.manifestationbabe.com](http://www.manifestationbabe.com) and includes the entirety of both the Membership Website and the Public Website.

#### **1.2. Membership Website**

"Membership Website" means that portion of the Website that is restricted to the use only by You and other customers, specifically <https://manifestation-babe-llc-1ada.mykajabi.com/login> and the available content, modules, benefits, and services included within your The Manifestation Babe Academy portal.

#### **1.3. Public Website**

"Public Website" means that portion of the Website that is available for use by any person that accesses it.

#### **1.4. Acceptance**

"Acceptance" means that You have accepted the terms of this Service License and has manifested said acceptance by clicking on the "I Accept/Agree" button at the bottom of this Service License.

#### **1.5. User Name**

"User Name" means the email address with which you sign up, along with the Password, to Company that allows him/her to gain access to the Membership Website.

#### **1.6. Password**

"Password" means the password by which You shall create, along with the User Name, that allows You to gain access to the Membership Website.

#### **1.7. Payment Plan**

"Payment Plan" is the payment plan which has been enumerated in this Service License and which You agree to pay to Company for access to the The Manifestation Babe Academy portal on the Membership Website.

### **1.8. Information Entry Page**

"Information Entry Page" means the login-instructions e-mail & registration page that shall be provided to You upon acceptance of this Service License.

### **1.9. MB Graduates**

"MB Graduate(s)" means those who have completed either Rich Babe Academy or Manifestation Babe Academy and whose access has not been terminated by Company.

### **1.10 Scholarship Recipients**

"Scholarship Recipient(s)" means those selected recipients of the BBIPOC tMBA Scholarship Program who have been notified by Company of their acceptance into the tMBA on a scholarship basis.

### **1.11 Interpretation**

- All respective schedules, exhibits, and/or attachments referenced are attached hereto and incorporated herein by this reference, including without limitation, the Information Entry Page.
- Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Service License. The language in this Service License shall be interpreted as to its fair meaning and not strictly for or against any party.
- This Service License, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter, including any third party agreements with financial institutions or service providers such as PayPal and Stripe (collectively, "Other Agreements"). In the event of any inconsistency between the terms and conditions of this Service License and such Other Agreements, the terms and conditions of this Service License shall control.

## **2. Duties of Company**

### **2.1. Services and Membership Website Information**

Company shall make available The Manifestation Babe Academy portal located on the Membership Website to You pursuant to the terms of this Service License and Terms of Use. Company shall provide You and other customers with information, benefits, and other materials on the Membership Website that are unavailable to those persons who are not customers. Company shall provide information on its Public Website, but Company agrees that the information available on the Membership Website shall not be published or available on any portion of the Public Website. Notwithstanding, Company reserves the right to publish time-sensitive information on the Public Website after it has been published on the Membership Website after a length of time deemed appropriate by Company.

### **2.2. Privacy**

Company shall not disclose to third parties any personal information which You forward to Company through the Information Entry Page. The information which You forward to Company through the use of the Information Entry Page shall be used solely by Company for the purposes of billing, advertising, for notifying You of any changes to this Service License, the Membership Website, or any other purpose which Company deems necessary to carry out its duties under this Service License.

### **2.3. Unauthorized Access**

In the event that You determine that another party has gained access to your Password and User Name, or has determined that another has wrongfully accessed the Membership Website using your Password and User Name, Company shall issue a new User Name and Password to You and shall delete the old User Name and Password account.

#### **2.4. Availability of Membership Website**

Company shall make reasonable efforts to notify You by posting or e-mail of scheduled maintenance or upgrade work which may make the Membership Website unavailable for periods of time greater than 4 hours. Company does not warrant that the Membership Website will be available to You on a continual 24-hour basis.

### **3. Your Duties.**

#### **3.1. Use of and Access to Membership Website**

You understand and agree that your access to The Manifestation Babe Academy located on the Membership Website is granted via a limited, non-exclusive use license subject to the terms and conditions noted in this Service License herein. Such access and rights granted are personal to You and shall not be shared, transferred, or assigned, in whole or in part, by any act of You or by operation of law without the prior written consent of Company, which may be withheld or granted in Company's sole discretion.

Without limitation, your use or access to any aspect of the Membership Website is absolutely conditioned on your understanding and use for personal, not commercial, purposes. Without limitation, You shall not:

- Rely on any Course, Service, or Product for success or guaranteed results of any kind. You understand that none of the foregoing is a get rich scheme, nor intended to provide any professional, financial, legal, medical, or psychological services or advice. You are solely responsible for your own physical, mental, and emotional well-being, decisions, choices, actions, and results;
- Copy, reproduce, or duplicate the Company Content, by any means or in any manner, excluding such use for viewing and non-commercial personal use as intended (e.g. completion of workbooks);
- Modify, adapt, translate, incorporate into or with other ideas or ventures, or create a derivative work of any part of the Company Content or Membership Website; or
- Decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Membership Website by any means whatsoever.

Company hereby reserves any and all rights in and to the Website, Services, Products, and Courses which are not expressly granted to You herein. Such reserved rights are the sole and exclusive property of Company, any one of which may be exercised or enjoyed by Company, directly or indirectly, at any and all times.

#### **3.2. Payment**

You agree to pay Company a single lump sum payment or to pay monthly payments during the term of this Service License. The monthly fee is defined in Section 5 below.

#### **3.3. Rules and Regulations**

You agree to abide by any rules or regulations that Company might adopt and publish with respect to conduct of You and other users of the Website, including without limitation, the Terms of Use. You shall be obligated to continuously check the Website and Terms of Use for any changes in such rules or regulations.

#### **3.4. Information Entry Page**

You shall enter and forward to Company truthful and factually accurate information on the Information Entry Page. You shall provide credit card information on the Information Entry Page that Company shall use according to Section 5 below.

### **3.5. Intellectual Property Ownership**

You acknowledge and agree the Company Content shall include, without limitation, all materials that are part of the Website, Membership Website, Courses, and Products, which are wholly owned by the Company. You shall not contest or challenge, or take any action inconsistent with or that may damage or impair Ownership or intellectual property rights of Company Content.

### **3.6. Availability of Membership Website**

You recognize that the traffic of data through the internet may cause delays during the download of information from the Membership Website and shall not hold Company liable for delays that are ordinary in the course of internet use. You recognize that the Membership Website may not be available on a continual 24-hour basis due to such delays and due to delays caused by Company's upgrading, modification, or standard maintenance of the Website and Membership Website.

## **4. Length of Service License**

Unless otherwise noted in this Service License and unless you are a MB Graduate or Scholarship Recipient, the term and the rights granted herein shall begin on the date You assent to this Service License and all necessary conditions herein (e.g. successful set up of User Name and Password and payment) and continue automatically every 31 days until payment plan is paid in full ("Term"). For MB Graduates and Scholarship Recipients, the term and the rights granted herein shall begin on the date you assent to this Service License and all necessary conditions herein (e.g. successful set up of User Name and Password and payment).

You understand and agree that your access to The Manifestation Babe Academy portal on the Membership Website is contingent on your payment and Company's successful processing of such payment according to Section 5 below. You shall indicate your assent to this Service License by allowing Company to charge your credit card in full or on a monthly basis according to Section 5 below and as otherwise specified on the Information Entry Page. Company reserves the right to modify or terminate this Service License or your access to the Membership Website, without notice, at any time, and without liability to You and subject to Company fulfilling its previous responsibilities to You based on acceptance and clearance of your payment.

## **5. Terms of Payment**

- You shall pay a monthly fee of *\$299.00 USD (12 payments totaling \$3588 USD)* if you elect the 12-month payment plan or you shall pay a monthly fee of *\$549.00 USD (6 payments totaling \$3294)* if you elect a 6-month payment plan to Company during the course of this Service License or a one-time flat fee for full payment of *\$2999 USD* as elected in the Information Entry Page. Company only charges the monthly payment.
- Notwithstanding the foregoing, if you are an Epically Aligned purchaser as part of your access to the Membership Website, you are given the opportunity to partake in The Manifestation Babe Academy courses. If you elect to gain access to The Manifestation Babe Academy, the Company shall give you a one-time discount off the total Manifestation Babe Academy fee of *\$222.00 USD* or *\$111.00 USD* depending on your purchasing fee of Epically Aligned.
- In the event you paid \$111 for Epically Aligned, you shall pay a monthly fee of *\$298.75 USD (12 payments totaling \$3477 USD)* if you elect the 12-month payment plan or you shall pay a monthly fee of *\$530.50 USD (6 payments totaling \$3183)* if you elect a 6-month payment plan to Company during the course of this Service License or a one-time flat fee for full payment of *\$2888 USD* as elected in the Information Entry Page. Company only charges the monthly payment.
- In the event you paid \$222 for Epically Aligned, you shall pay a monthly fee of *\$280.50 USD (12 payments totaling \$3366 USD)* if you elect the 12-month payment plan or you shall pay a monthly fee of *\$512.00 USD (6 payments totaling \$3072)* if you elect a 6-month payment plan to Company during the course of this Service License or a one-time flat fee for full payment of *\$2777 USD* as elected in the Information Entry Page. Company only charges the monthly payment.
- Notwithstanding the foregoing, if you are an MB Graduate or a Scholarship Recipient, as part of your access to the Membership Website, you are given the opportunity to partake in The Manifestation Babe Academy courses. If you elect to gain access to The Manifestation Babe Academy, you shall pay Company a one-time refundable fee of

\$222.00 USD for MB Graduates and \$111.00 USD for Scholarship Recipients on the Information Entry Page. Such amount shall be refundable to you only if (i) you complete The Manifestation Babe Academy course in full, including all coursework and homework, by; (ii) provide written verification of such completion, including, without limitation, completed homework and materials; and (iii) you submit your deposit return request in writing by contacting customer support at [hello@manifestationbabe.com](mailto:hello@manifestationbabe.com).

- Some financial institutions add additional transaction fees for foreign transactions. Since your bank charges these fees, please contact them directly with any related questions. You shall provide Company with a credit card number or other payment method, as stipulated on the Information Entry Page, to which Company shall bill the monthly payment **every 31 days** during the Term of this Service License unless an alternate date of payment is arranged in writing by contacting customer support at [payments@manifestationbabe.com](mailto:payments@manifestationbabe.com). You may pay off Your remaining balance at any time per your election. Your payment method will be charged at the beginning of your billing cycle, but it may take a few days for the charge to post to your account.
- You shall remain responsible for paying any remaining amounts owed and noted on the Information Entry Page. You understand, agree, and explicitly grant and authorize Company to automatically charge any credit cards on file/provided to Company through the Information Entry Page or through other writing during the Term. If the payment is declined, returned or deemed fraudulent, your access to The Manifestation Babe Academy portal on the Membership Website will be suspended until all payments are made in full. In addition, your card on file will be auto-charged every day until payment is completed.
- You shall contact customer support at least 48 hours in advance by email at [payments@manifestationbabe.com](mailto:payments@manifestationbabe.com) to make adjustments to your card on file or the payment date. If you need to update your card on file, you can do so [here](#).
- You also agree to contact our customer support team by email at [hello@manifestationbabe.com](mailto:hello@manifestationbabe.com) if there is an issue with a double charge on your order to have the problem resolved.
- To the fullest extent permitted under the law, You understand and agree that You irrevocably waive your right to any dispute or payment resolution mechanisms available by third parties or through the Other Agreements (whenever entered) in connection with the subject matter of this Service License, including without limitation, PayPal, Stripe or credit card chargeback disputes.

This section shall expressly survive termination of this Service License for any reason. Company expressly reserves any right to utilize all legal and equitable means to recover outstanding amounts due.

## 6. Timeline

The Manifestation Babe Academy is a twenty-week online course. It is made up of pre-recorded modules which are hosted inside The Manifestation Babe Academy portal on the Membership Website. There are also live Q&A sessions and live Breathwork that will take place inside the FB group and be hosted on the Membership Website. In some instances where there is a delay in delivery of the resources, all students will be notified via the Facebook group and by e-mail. The first module will open on Thursday, March 10th, 2022.

All workbooks, hypnosis and meditations will be available each week inside The Manifestation Babe Academy portal on the Membership Website.

If all payments are completed, you will hold lifetime access to The Manifestation Babe Academy portal on the Membership Website and the FB Group.

## 7. Refunds

Unless you are an MB Graduate or Scholarship Recipient, Company shall offer a refund for The Manifestation Babe Academy if You submit a request for refund to [hello@manifestationbabe.com](mailto:hello@manifestationbabe.com) by 11:59PM PST on March 17th, 2022. You must have completed the Module 1 videos, and submitted your completed homework assignments for Module 1 in order to have your refund considered on a case by case basis. Except as outlined herein, after March 17th, 2022, all payments are non-refundable and you are responsible for full payment of the fees for The Manifestation Babe Academy, regardless of whether or not you complete the program.

If You selected a payment plan and You do not request a refund by March 17th, 2022, You must complete the remaining payments of your payment plan. We reserve the right to seek recovery of any unpaid funds via all appropriate legal and equitable relief available, including without limitation, via our Collection Agency.

## **8. Information Entry Page**

You shall be prompted to enter the following information on the Information Entry Page after indicating acceptance to this Service License. The Information Entry Page shall request the following information from or relating to You:

- first and last names;
  
- Billing address;
  - telephone number;
  - email address
  - available payment options and amounts to be charged, along with frequency of such charge; and
  - credit card information, including billing address to process above selected payment option and amount;

The Information Entry Page may also ask You to enter voluntary information that shall be used solely for the purposes of determining your profile or otherwise setting up your account. This information shall not be forwarded to any third parties as described above.

## **9. Limitation of Liability**

The Services, content, and other material of any kind provided by Company are provided AS IS, WITHOUT WARRANTY OF ANY KIND TO YOU OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR A PARTICULAR PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) QUIET ENJOYMENT; AND 8) TITLE. YOU AGREE THAT ANY EFFORTS BY COMPANY TO MODIFY ITS PRODUCTS OR SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS, AND THAT ANY PROVIDED WARRANTIES SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

YOU FURTHER AGREE THAT COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF WEB SITE OWNER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS GROSSLY NEGLIGENT.

Some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, and, as such, some portion of the above limitation may not apply to You. In such jurisdictions, Company's liability is limited to the greatest extent permitted by law.

## **10. Miscellaneous**

### **10.1. Dispute Resolution; Binding Arbitration**

This Service License shall be construed in accordance with the laws of the United States of America and the State of California, without regard to its conflicts of laws principles. Excluding Company's enforcement rights with respect to any outstanding payments due or owing, any and all disputes between the Parties arising from or related to this Agreement shall be heard and determined by binding arbitration in California in accordance herein.

YOU ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY DISPUTE OR CLAIM ARISING FROM OR IN CONNECTION WITH THIS SERVICE LICENSE OR THE SUBJECT MATTER HEREIN. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND COMPANY ARISING FROM OR RELATING IN ANY WAY TO THIS SERVICE LICENSE OR YOUR USE OR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section. The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the Parties, and may be entered as a judgment in any court of competent jurisdiction.

You agree to an arbitration on an individual basis. In any dispute, YOU WILL NOT BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

The foregoing provisions shall not limit the right of Company to commence any action or proceeding to compel arbitration, to obtain injunctive relief pending the appointment of an arbitrator, or to obtain execution of any award rendered in any such action or proceeding, in any other appropriate jurisdiction or in any other manner. Without limitation, Company is not bound by or required to seek any outstanding monies due or payable and may seek all appropriate legal and equitable relief in California state and federal courts or otherwise as available. The Parties agree to accept service of process by mail at its or their business address listed herein and waive any jurisdictional or venue defenses available to them. The prevailing Party shall be entitled to an award of its reasonable attorneys' fees and costs.

#### **10.2. Indemnification**

You are solely responsible for any and all aspects of your use of the Membership Website and Company Content as specified or explicitly authorized in this Service License. As such, You agree to indemnify, defend, and hold Company harmless with counsel of Company's choice against any qualifying disputes or third party claims. This obligation shall survive termination for any reason.

#### **10.3. Entire Service License**

This Service License supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Service License contains all of the covenants and agreements between the parties with respect thereto. This Service License may be amended or modified only in writing, and shall be effective only after affixation of both parties' signatures.

#### **10.4. No Waiver; Amendments and Modifications**

Failure of or delay by Company to insist upon strict performance of any of the covenants or terms hereof shall not be construed to be a waiver of any such other covenants, terms, or remedies.

This Service License shall be amended or modified only by a writing signed by both Parties. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Service License specifically modified and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Service License.

#### **10.5. Confidentiality**

This Service License and the contents hereof constitute a confidential business relationship between the Parties. Each Party acknowledges that significant damage could be done to the other one should the terms of this Service License become public knowledge. Both Parties agree that they will not reveal the terms of this Service License to any third party (excluding agents, attorneys, representatives, and others with whom they have a legal obligation to disclose) and that they will exercise reasonable precautions to ensure that neither they nor their employees, agents, or affiliates shall allow the terms of the Service License to become public knowledge.

#### **10.6. Severability.**

In the event that any provision of this Service License is held to be void or unenforceable by a court or judicial body of competent jurisdiction, the remaining provisions of this Service License shall nevertheless be binding upon the Parties with the same effect as though the voided or unenforceable part had been deleted.

#### **11. Knowing Consent and Authority to Consent**

The Parties knowingly and expressly consent to the foregoing terms and conditions. Each Party is authorized to enter into this Service License on behalf of its respective party.

THE "I ACCEPT/AGREE" SIGNATURE FOLLOWS. THIS BUTTON SHALL THEN DOWNLOAD THE INFORMATION ENTRY PAGE TO THE SUBSCRIBER'S COMPUTER. IF YOU DO NOT CLICK ON THIS BUTTON, THIS AGREEMENT SHALL BE NULL AND VOID AND YOU WILL HAVE NOT RIGHTS TO ACCESS THE MEMBERSHIP WEBSITE.