My Olive Tree School

Terms & Conditions

1. Access

Ndidiamaka Okpareke ("Company", "We", "Us", "Our") agrees to provide access to **795** Compounding for Cash ("the Course") through **Trainquarters** to Customers in consideration for the agreed course fee.

By accessing the Course, you ("Customer") acknowledge that you have read, understood and agreed to be bound by the following Terms & Conditions ("Terms").

You acknowledge that these Terms constitute a binding agreement between **Ndidiamaka Okpareke** and yourself.

2. Fees and Payment

The fee for **795 Compounding for Cash** is \$3,450 (three thousand, four hundred and fifty dollars).

Access is hinged on the confirmed receipt of the course fee in advance and complete registration by the customer.

Acceptable payment methods are strictly via online channels on the Course Platform.

Ndidiamaka Okpareke does not store or have access to customers' credit card and payment details.

Payment is solely processed by the payment processor of the Customer's choosing on the Platform.

Term and Duration

Customers shall have unlimited access to the Course for a lifetime.

3. Cancellation and Refund Policy

There will be **no refunds** issued for 795 Compounding for Cash once a **course** has been paid for (payment schedule or payment in full) and/or accessed in any manner.

4. Customer's Responsibility

You accept and agree that you are 100% responsible for your progress and results from the Course. We make no representations, warranties or guarantees verbally or in

writing. You fully understand that the results experienced by each participant may significantly vary. Course content and process is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual.

5. Non-Disclosure of Course Materials

All course materials are proprietary, copyrighted and developed solely and specifically by **Ndidiamaka Okpareke**. All text, exercises, prompts, videos, audios, transcripts, worksheets, materials, etc. are provided for your personal use only and may not be shared or reproduced without our written consent.

You agree to keep Course log-in details confidential. The details are solely for personal use and are non-transferable to a third party.

6. Copyright and Intellectual Property

The Course content and materials are protected by copyright and original materials provided to you are for your individual use only as a single-user license. You are not authorized to use any of our intellectual property for any purpose other than your own personal use. No license to sell or distribute our materials is granted or implied.

You agree;

- (i) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights,
- (ii) not to license, resell, lease, transfer or distribute the Course to any third party.
- (iii) not to use the Course for unlawful purposes, such as infringing privacy, data ownership or intellectual property rights.

As a customer, you acknowledge that the Company is the proprietor of the software and you do not have the right to adapt, hack, or reverse engineer the source code of the software.

7. Data Privacy

In providing you access to the Course, we shall maintain all administrative and technical safeguards to protect the security, confidentiality and integrity of your data.

Any feedback, suggestions or recommendations received from you can be incorporated into the Course: worldwide; royalty-free; in perpetuity; and to any other product(s) by transfer. You cannot claim any rights to these incorporations, either now or in the future.

8. Support Group

Throughout the course, you will have access to three (3) virtual group meetings. Meetings will be recorded and shared to participants. Recordings must not be misused or distributed outside of the course network. All secure team collaboration will take place on a closed/private Facebook group.

9. Force Majeure

No Party shall be liable or indemnify the other Party for failure to perform any obligations when such failure is due to circumstances beyond its reasonable control including but not limited to government interference, direction or restriction, war or civil disorders, strikes, blockade, insurrections, riots, acts of nature, disasters, diseases, epidemics terrorists' actions or other emergencies ("Force Majeure").

In such circumstances, this Agreement may be terminated by written notice from one Party to the other Party with no further obligations and liabilities, provided that all monies due and unpaid are paid and provided that the force majeure event shall have continued for three (3) months from when it was notified.

10. Cancellation/Termination

We reserve the right to cancel the account of a customer immediately, and without warning, if the customer infringes the above terms and Customer shall not be entitled to a refund.

If we determine the customer has abused their access rights to the Course content, we shall, wherever possible, seek to contact you in advance to notify of such actions and wherever possible, allow the customer a reasonable opportunity to remedy. Failing which, we shall terminate Customer's access without further warning and take steps to pursue our legal rights in the circumstances.

11. Severability

If any provision in these Terms is held to be unenforceable, such provision shall be deemed separate and divisible from the remaining provisions of these Terms which shall remain in effect.

12. Relationship of the parties

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship among the parties.

13. Company Independent Contractors/Service Providers

To deliver the Course to you, we may utilize the services of independent contractors. Your registration for the Course confirms your acceptance to comply with the terms and conditions of these contractors. Such Service Providers include TrainQuarters, payment processors, etc.

14. Limitation of liability

You agree that we will not be held liable for any damages of any kind resulting in or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of our services or enrollment in the Course.

You release the Company, its members, officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities ("Releases") from any and all damages that may result from any claims arising from this Agreement, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from participation in the Course. You accept any and all risks, foreseeable or unforeseeable.

15. Indemnification

You agree to defend, indemnify, and hold harmless **Ndidiamaka Okpareke** from and against any claims, actions or demands, including, reasonable legal and professional Services fees, arising or resulting from your breach of these Terms.

16. Entire agreement; Revisions

These Terms supersede prior versions of these Terms, or any other discussions, agreements or understandings by or among the parties (other than written agreements expressly accepted and executed by both parties). We may amend these Terms from time to time, in which case the new Terms will supersede prior versions provided such changes to not materially reduce the services delivered to the customer. We will notify you of such changes and direct you to the latest version per time.

This Agreement (including any document in support, if any) and any subsequent amendments constitute the entire agreement between the Parties with respect to the Customer's access to the Course. Each of the Parties hereby acknowledges that in entering into this Agreement, it has not relied on any representation or warranty except as expressly set out in this Agreement or in any document referred to in this Agreement. No variation of this Agreement shall be valid or effective unless made by one (1) or more instruments in writing signed by the Parties.

17. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the United States of America. Any dispute or claim arising out of or in connection with this Agreement or the performance, breach or termination thereof shall be finally settled by the Civil Court in Bernalillo County, New Mexico.

18. No Other Rights

No other rights or licenses are granted under this Agreement, by implication, estoppel, Statute or otherwise, etc.

19. Contact

Any questions or concerns related to this Agreement should be sent to **Ndidiamaka Okpareke**, <u>myolivetreeschool@gmail.com</u>.