

COURSE & CERTIFICATION TERMS OF USE

THERE IS A MANDATORY ARBITRATION AND WAIVER OF CLASS ACTION IN THESE TERMS. PLEASE REVIEW CAREFULLY.

The following terms (“Terms of Use”) which includes the Company’s [Code of Conduct](#) constitute an agreement between Pink Bandana Media LLC (the “Company”) and the purchaser (“you”) of the Decluttering Coaching Training Course (the “Course”) and the accompanying certification program (the “Certification”) offered by Company and further described at www.declutteringcoaches.com and www.aslobcomesclean.com (collectively the “Website”) that governs your purchase and participation in the Course and/or Certification. You agree to abide by the Terms of Use as a condition of your participation in the Course and/or Certification (collectively the “Offerings”).

By participating in the Course and/or Certification and clicking accept to these Terms of Use, you acknowledge that you have read, accepted, and are legally bound by all of the terms, conditions, warranties, duties, and obligations set forth in this Agreement.

Company reserves the right to modify, alter, amend, or update its Course, Certification, policies, and these Terms of Use. These Terms of Use are subject to change without notice. Additionally, the Course is hosted on the Teachable platform and is subject to [Teachable’s Terms of Service](#) and [Privacy Policy](#).

Privacy Policy

Company respects your privacy and is committed to protecting it. Your access and use of the Offerings is subject to the Company’s [privacy policy](#) as well.

Purchase Policies

You may purchase the Offerings on the Website.

The Course includes pre-recorded video content and is available for a one-time fee noted on the Website. You will have access to the Course for as long as it is offered by Company and you are in compliance with the Terms of Use.

If you complete the Course including all evaluations, you may purchase the Certification. The Certification includes but is not limited to, access to a community of coaches, ongoing training, and inclusion in Company’s directory of certified coaches, as more specifically set forth in the Certification description on the Website. Any additions or changes will be noted in the description of the Website. You will also receive a license to use the Mark (defined below) as set forth in the Certification License section below. The Certification is available for either a monthly or yearly fee, as noted on the Website.

To purchase the Course and/or the Certification, you must provide the Company with full payment prior to receiving access. You represent and warrant to Company that any information provided by you when purchasing the Course and/or Certification is true and that you are authorized to use the provided payment instrument. You will promptly update your user account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. All payments will be processed by Teachable. Payments for the Certification shall be

automatically charged unless otherwise terminated in accordance with the instructions provided through Teachable. To terminate the Certification, please cancel directly through your Teachable account before your renewal date.

You will have access to the Course for as long as it is offered by Company.

Registration and Restricted Access

Access to the Offerings is restricted to Course/Certification participants as applicable. When you register, you will create a user profile, which may include a username and password. You agree to keep your username and password confidential. You may not share your username and password with anyone, for any reason, without express written consent by Company. If you suspect your password has been compromised, you must notify Company immediately at declutteringcoaches@gmail.com. Company will not be liable for any loss caused by the unauthorized use of your account; however, you may be liable to Company or other third parties for any losses incurred due to such unauthorized use.

Company may disable your username and password and access to the Offerings at its sole discretion. Company reserves the right to modify methods for registration and access levels of registered users from time to time.

Refund Policy

If you are not satisfied with the Course, please contact Company within 30 days of purchase at declutteringcoaches@gmail.com to request a refund.

Refunds are not available for the Certification except Company will provide a prorated refund for Certifications purchased on a yearly basis that have unused months of access.

Certain jurisdictions may have longer periods where refunds will be granted. Company will honor such periods as required by law.

License for use of Offerings

Company grants you a limited non-transferable, non-exclusive license to use the methods and accompanying materials provided in the Certification (the "Program Material") when providing services to others. Specifically, you may use the Program Materials to facilitate providing services to your clients. You may not use or share the Program Material for any other purpose, except those expressly provided herein.

Upon purchase of the Certification, Company will grant you a limited non-transferable, non-exclusive, revocable license to use the Mark (as defined below) to signify and promote that you have obtained the Certification. Such use is limited to display of the Mark on your website, social media channels, or other promotional materials. However, you are under no obligation to display the Mark and may not use the Mark in any way that suggests a partnership, joint venture, franchise, or other such affiliation with Company. Absent express written authority, you may not use any other trademark or service mark of Company, except as they appear in the Program Material and with Company branding, as set forth in the Program Materials. The rights in this paragraph shall mature once Company provides you with the electronic file containing the Mark. Company may revoke this license at any time, if you breach this Agreement or otherwise engages in any activity that may, in Company's sole discretion, reflect negatively upon Company.

Any rights not expressly granted to you are reserved to Company. You are not granted any right to use the Mark on any other products or for any services or for any other commercial exploitation other than signifying that you have received the Certification. You agree not to disclose the contents, reproduce, or distribute copies of the Course or Program Material to anyone except in the ordinary and intended use of such materials.

Company reserves the right to update the Course and/or Program Material at any time.

The Offerings were developed for your use to offer services to consumers, but not may not be used to create a product that teaches others to use the methods taught. You may not create any derivative works of the Offerings. When you purchase any of the Offerings, you agree that you will not use any information you gain from the Offerings to create any product or service to teach others how to use the methods taught in the Offerings, whether offered for commercial or personal use, without express written consent of the Company. All inquiries for use of Company intellectual property must be submitted to declutteringcoaches@gmail.com. Company reserves the right to seek equitable and compensatory relief for any violation of this term.

You may not utilize any of the information gained from the Offerings, including but not limited to any materials provided to you by Company, at any time without providing credit to Company and using the branded materials provided by Company.

Termination

In its sole discretion, the Company reserves the right to terminate your access to the Offerings if you violate these Terms of Use or for any other reason. If Company terminates your access to any Offerings for a breach of the Terms of Use, you will not be eligible for a refund of any amounts paid. If Company terminates for any other purpose, Company may issue a refund at Company's sole discretion. If you fail to attend or utilize any Offerings, you will not receive a refund for any amounts paid except as set forth in the above refund policy.

Disclaimer

The Offerings were developed strictly for educational purposes. You understand that a professional or consulting relationship does not exist between you and Company outside of the purchase of this Course or Certification. Company has made every effort to ensure that all materials within the Offerings have been tested for accuracy. There is no guarantee that you will see positive results to your business using the techniques and materials provided by Company and results vary from person to person. Company assumes no management responsibility for your decisions or for policies or practices that you implement. You understand and agree that you are fully responsible for your participation, progress, and results from the Offerings and Company makes no representations, warranties, or guarantees.

Any statements related to income or earnings potential, regardless of medium, are examples of what may be possible in the future. Company is not responsible for your earnings, income, sales, or any other business performance as a result of the Offerings. Company assumes no responsibility for errors or omissions that may appear in the Offerings.

The Offerings may discuss legal, business and finance topics. This information is not advice and should not be treated as such. You must not rely on the information in the Offerings as an alternative to advice from a certified public accountant, attorney or licensed financial planner. You should never delay seeking financial or legal advice, disregard financial or legal advice, or discontinue professional financial or legal services as a result of any information provided on the Website.

Representations and Warranties

You represent, warrant and covenant that you have the full right and authority to execute and perform this Agreement and the execution and performance of this Agreement by you will not conflict with, cause a default under or violate any existing contractual obligation that may be owed by you to any third party. You represent and warrant that neither you are not nor will be subject to any obligation or restriction which will or might prevent any of them from complying with your obligations hereunder or which will create any liability on the part of Company.

Confidentiality and Privacy

Company respects your privacy and insists you agree to respect the privacy of Company and all other Offering participants (“Participants”). Any confidential information (“Confidential Information”) shared by Participants, or any Company representative is confidential, proprietary, and belongs solely and exclusively to the disclosing party. All parties agree not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, in the Offerings, or otherwise. You agree not to use such Confidential Information in any manner other than in discussion with other Participants during the Offerings. Confidential Information includes, but is not limited to, information disclosed in connection with the Offerings and the Terms of Use, and information related to the business or client information of Company or a Participant and shall not include information rightfully obtained from a third party. Both parties will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft. You agree not to violate the Company’s publicity or privacy rights. Furthermore, you will NOT reveal any information to a third party obtained in connection with the Offerings or the Terms of Use. By purchasing any Offerings, you agree that if you violate or display any likelihood of violating these Terms of Use the Company and/or the other Participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations. Company shall not be liable for disclosure of any Confidential Information by a Participant or Third Party. Any Confidential Information that you disclose to any other Participant is done so at your own risk.

Intellectual Property

The Course, Certification, the Program Material, and Mark are the intellectual property of Company. Company is the exclusive owner of the Course, Certification, the Program Material, and Mark and all of the intellectual property rights associated therewith, including trademarks and copyrights, even if Company incorporates into the Course or Certification suggestions made by you. Furthermore, any other work product resulting from the foregoing, including, without limitation, notes, records, drawings, designs, works, discoveries, improvements, specifications, operating instructions, inventions, processes, know-how, techniques, trade secrets, software and any derivatives, updates or upgrades are the property of Company. All worldwide intellectual property rights in all of the foregoing (collectively, “Company’s IP”), are the exclusive property of

Company. Company may explicitly identify its ownership or other rights within the Course, Certification, or Program Material by using its branding, trademarks, or other identifying material. Company has the right to register and enforce its intellectual property rights in any Course, Certification, or Program Material enhancements or derivative works to prevent infringement and to protect Company's rights. You hereby bind yourself, your successors, assigns and legal representatives to cooperate fully and promptly with Company and to do all acts necessary or required to be done or requested by Company in order to register or enforce its rights. In any such matters, you appoint Company as its agent and attorney-in-fact to act for and on its behalf in connection with the foregoing, which appointment is irrevocable.

Speed of Life Decluttering Coaches is a trademark of Company and is protected by United States trademark law. Company's and instructor's trademarks and trade dress may not be used in connection with any product or service that is not Company's or the instructor's, in any manner likely to cause confusion among consumers or in any manner that disparages or discredits Company, the Offerings, or any experts featured therein.

Certification License

Upon successful completion of Course, and payment of all Certification fees, Company will grant you a limited non-transferable, non-exclusive, revocable license to use the certification mark provided under separate cover (the "Mark") to signify and promote that you have obtained the Certification. You may not alter the Mark or use the Mark for any other purposes including the branding of your goods and services.

If you do not purchase the Certification, you can still indicate you have completed the Course but may not use the Mark. If Company is contacted by your potential clients, we will confirm if you have completed the Course/ what portion of the Course was completed.

As part of the Certification, you agree that you will use Dana K. White's proprietary "No Mess Decluttering Method" upon request from your client and will note, at all times, that the method is owned solely by Dana K. White.

Grant of Rights and Release

You understand and agree that Company may use, distribute and publish your name, image, and/or biographical information ("Likeness"). You grant Company a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate, and distribute the Likeness and any content you contribute to the Offerings (the "Student Content"). The Student Content includes, but is not limited to, text, images, audio material, comments, video material and audio-visual material. This license extends to all known and future media. You also grant Company the right to sub-license these rights and the right to bring an action for infringement of these rights.

You understand and agree that, in the event your access to the Offerings is terminated, this license and release survives termination and Company may, in its sole discretion, utilize the Likeness and Student Content as set forth herein. This authorization and release shall inure to the benefit of the legal representatives, licensees and assigns of Company and you hereby release Company from, and agree not to sue for, any claim or cause of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action,

based upon or relating to the use of the Likeness or Student Content, or the exercise of any of the rights referred to herein.

You acknowledge that, in the event of any breach by Company or any third party, the damage, if any, caused will not be irreparable or otherwise sufficient to entitle you to seek injunctive or other equitable relief. Your rights and remedies will be strictly limited to the right, if any, to recover damages in an action at law, and you will have neither the right to rescind or terminate this license or any of Company's rights hereunder, nor the right to enjoin the production, exhibition, or other exploitation of the Likeness or Student Content.

Use of the Offerings

Each of the Offerings includes materials protected by intellectual property laws, including but not limited to written text, logos, photos, videos, music, art, designs and graphics. You may view, download, print, email, and use materials from the Offerings subject to the license granted herein. Any reproduction or unauthorized use of any materials found in the Offerings shall constitute infringement.

Unless otherwise stated, Company owns the intellectual property and rights to all content and material in the Offerings. Subject to the license below, all intellectual property rights are reserved.

The following uses are not permitted:

- Republication of content from the Offerings, unless content is specifically and expressly made available for republication;
- Sale, rental, or sub-license of any content from the Offerings;
- Reproduction or duplication of any content in the Offerings for commercial purposes unless otherwise set forth herein;
- Modification of any content in the Offerings, unless content is specifically and expressly made available for modification; or
- Redistribution of content in the Offerings unless content is specifically and expressly made available for redistribution.

You must not use the Offerings in a way that causes, or may cause, damage to the Offerings or impairs the availability of access to the Offerings. You must not decompile, reverse engineer, disassemble or otherwise reduce the Offerings, except to the extent that such activity is expressly permitted by applicable law. You must not use the Offerings to copy, store, host, transmit, send, use, publish, or distribute any material that consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, and/or other harmful code or malicious software.

You must not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Offerings without Company's express written permission.

You must not use the Offerings to transmit or send any unsolicited commercial communications.

Content Contributed to the Offerings

Any content you contribute to the Offerings, including, but not limited to text, images, audio material, comments, video material and audio-visual material, must not be illegal or unlawful,

may not infringe on any third-party's legal rights, and must not be capable of giving rise to legal action whether against you or Company or a third party.

Company reserves the right to edit or remove: (i) any material submitted to the Offerings; (ii) stored on Company's servers; or (iii) hosted or published on the Offerings. Company takes no responsibility and assumes no liability for any content posted by you or any third party.

Notwithstanding Company's rights under the Terms of Use, Company does not undertake to monitor the submission of all content to, or the publication of such content in, the Offerings.

Comment Policy

The Offerings may offer you the option to provide comments either written or verbal. The following types of comments will not be tolerated and will be deleted:

- harassment directed toward any content creator, Participant, or Company;
- spam;
- hate speech;
- defamatory to Company or any third party;
- reference illegal acts;
- violate the legal rights of a third party; or
- Any other action that may impede the use and enjoyment of the Offerings by other participants.

Company's sole discretion will be used to determine if a comment is in violation of this comment policy. Any comments in violation will be promptly deleted and no further explanation will be due to you if your comment was determined to be in violation with this policy.

You are, and shall remain, solely responsible for the any content you upload, submit, post, transmit, communicate, share, or exchange by means of the Offerings and for the consequences of submitting or posting same. COMPANY DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE OFFERINGS INCLUDING ANY GROUP FORUMS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREIN.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER PARTICIPANTS OF THE OFFERINGS. YOU ACKNOWLEDGE AND UNDERSTAND THAT COMPANY HAS NOT, AND DOES NOT, IN ANY WAY: (A) SCREEN ITS PARTICIPANTS; (B) INQUIRE INTO THE BACKGROUNDS OF ITS PARTICIPANTS; OR (C) REVIEW OR VERIFY THE STATEMENTS OF ITS PARTICIPANTS. YOU HEREBY AGREE TO EXERCISE REASONABLE PRECAUTION IN ALL INTERACTIONS WITH OTHER PARTICIPANTS, PARTICULARLY IF YOU DECIDE TO MEET ANOTHER PARTICIPANT IN PERSON. COMPANY DOES NOT REPRESENT, WARRANT, ENDORSE OR GUARANTEE THE CONDUCT OF ITS PARTICIPANTS. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO ANY PARTICIPANT'S, INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF PRIVACY, OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS BETWEEN PARTICIPANTS.

You and any Participant violating the Terms of Use may be immediately and permanently removed from the Offerings, in Company's sole discretion and no refund will be due to you in such case.

Any content posted in the Offerings is the sole responsibility of the person(s) who created it, and Company and its employees, agents, directors, and officers, undertake no obligation or liability related to such content. Company and its employees, agents, directors, and officers do not undertake or assume any duty to monitor for inappropriate or unlawful content posted by Participants, nor does it assume responsibility or liability that may arise from any content posted in the Offerings, including, but not limited to, claims of defamation, libel, slander, infringement, invasion of privacy and publicity rights, obscenity, pornography, fraud, or misrepresentation.

Company reserves the right to report to the appropriate authority any post, comment, message, or Participant in the Offerings that Company deems, in its sole discretion, may implicate the safety of either Company, a Participant or a third-party.

All posts in the Offerings are confidential and may not be shared by any member outside of the Offerings. You acknowledge, however, that the Offerings may be joined by any member of the public, and so confidentiality cannot be guaranteed. Please do not post any information that you do not want shared.

Communication - Electronic Notice

You consent to receive communications from Company electronically. You agree that all legal notices provided via electronic means from Company satisfy any requirement for written notice.

Third Parties

The Offerings may offer resources that contain links to third-party websites that are not governed or controlled by Company. You represent and warrant that you have read and agree to be bound by all applicable Terms of Use and policies for any third-party websites. Company assumes no control or liability over the content of any third-party sites. You expressly hold harmless Company from any and all liability related to your use of a third-party website.

Prior to engaging in any commercial transactions with any third parties discovered through or linked on the Offerings you must complete any necessary investigation or due diligence. If there is a dispute for any commercial transactions with a third party discovered through or linked in the Offerings, you expressly hold Company harmless from any and all liability in any dispute.

No Warranties

The Offerings are provided on an "as is" and "as available" basis without any representations or warranties, expressed or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. Company makes no representations or warranties in relation to the Offerings or the information and materials provided therein.

Company makes no warranty the Offerings will meet your requirements; will be available uninterrupted; timely and free of viruses or bugs; or represents the full functionality, accuracy, and reliability of the Offerings.

Children's Information

The Offerings do not knowingly collect any personally identifiable information from children under the age of sixteen (16) years old. If a parent or guardian believes that the Offerings have personally identifiable information of a child under the age of 16 in its database, please contact

Company immediately at declutteringcoaches@gmail.com, and we will use our best efforts to promptly remove such information from our records.

Limitation of Liability

COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY DISCLAIMS ALL LIABILITY TO ANY THIRD-PARTY WHO HAS RECEIVED SERVICES FROM A CUSTOMER OF COMPANY USING INFORMATION GAINED FROM THE OFFERINGS.

YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE, OFFERINGS OR THE TERMS OF USE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

Indemnity

You agree to defend, indemnify, and hold Company, its members, employees, officers, directors, managers and agents harmless from and against any and all losses, claims, suits, actions, liabilities, obligations, costs, and expenses (including reasonable attorneys' fees and expenses) which Company suffers as a result of third-party claims based on: (i) your negligence or intentional misconduct, (ii) your breach of any provision of the Terms of Use (including representation or warranty); (iii) materials prepared or provided by you including, but not limited to, any claims of infringement, or misappropriation of copyright, trademark, patent, trade secret, or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; (iv) services you provide to third-parties using information contained in the Offerings; (v) Company's appearance of association with you or (vi) death, personal injury, or property damage arising out of, or relating to, your obligations hereunder.

Equitable Relief

You acknowledge and agree that in the event of certain breaches of the Terms of Use, Company may suffer irreparable injury, such that no remedy at law will afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, you agree that Company shall be entitled to any injunctive relief, without having to post a bond, as may be granted by a court of competent jurisdiction.

Miscellaneous

The Terms of Use will be governed and construed in accordance with the laws of the State of Texas. Any controversy or claim arising out of or relating to the Terms of Use, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of any such arbitration shall be in Ellis County, Texas. The parties also agree that the AAA Optional Rules for Emergency Measures of Protection shall apply to the proceedings. If any provision(s) of the Terms of Use is held to be invalid, illegal, or unenforceable, the remaining provisions shall be severable and enforceable. If a provision is excessively broad, such a provision shall be limited or reduced in scope so as to be enforceable. The Terms of Use may not be assigned by you without Company's

prior written consent; however, the Terms of Use may be assigned by Company in its sole discretion. The Terms of Use are the final, complete, and exclusive agreement of the parties with respect to Company's Offerings. Company reserves the right to amend, alter, or modify the Terms of Use at any time. All notices with respect to the Terms of Use must be in writing and may be via email to declutteringcoaches@gmail.com for Company and to your email address. The failure of Company to exercise or enforce any right or provision hereunder shall not operate as a waiver of such right or provision. Any waiver of the Terms of Use by Company must be in writing and signed by an authorized representative of the Company.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

All notices with respect to the Terms of Use must be in writing and may be via email to declutteringcoaches@gmail.com for Company and to your email address.

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