

The following Terms and Conditions (the "**Agreement**") are entered into by and between You ("**Customer**" or "**You**") and Deborah Gilboa, MD, LLC. ("**Company**", "**We**", or "**Us**").

## **Program**

The Company agrees to provide You with access to the Online Course titled, "Dr. G Staff Training: How to Strengthen Mental Health and Resilience for Staff and Campers/Students" ("**Program**"). As a condition of participating in the Program, You agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

## **Effective Date**

This Agreement shall commence and be enforceable with respect to each Customer upon the date that Customer initially registers for the Program.

## **Terms of Use and Privacy Policy**

The Company's Terms of Use and Privacy Policy are hereby incorporated by reference into this Agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to You. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

## **Fees**

In consideration of Your access to the Program, You may choose between a single payment of \$6,000 (due immediately) or 3 yearly payments of \$2,000. If You select the payment plan, You must pay the initial payment today, and then Your selected payment method will be automatically charged the following 2 payments on a yearly basis, for a total payment of \$6,000. If You opt for yearly payments, You will remain responsible for those payments. The Program has a "No Refunds" policy, so You may not cancel or avoid these payments. In the event that any payment is not made, the Company shall immediately suspend Your access to the Program.

## **Payment Plan Authorization**

If You elect for the payment plan, You hereby authorize the Company to charge Your credit card or debit card automatically according to the terms set forth in the Fees section above.

## **No Refunds**

All sales are final, and the Company does not offer any money-back guarantees. You recognize and agree that You shall not be entitled to a refund for any purchase under any circumstances.

To the extent You are in a jurisdiction that has a legal cooling-off period, You recognize that accessing the material in the Program will forfeit any rights You might have under that cooling-off period.

## **Program Details**

As part of the Program, the Company shall provide the following to the Customer:

*Access To Training Area* – The Company shall maintain a Training Area that may include lessons, forms, worksheets, checklists, and other information. You shall have access to this Training Area for a period of 3 years.

## **Ownership Of All Intellectual Property**

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not share with another organization, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle You to make any unauthorized use of any protected content, and in particular You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for Your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that You do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if You violate the Company's intellectual property rights, Your access to the Program will be terminated immediately, and You shall not be entitled to a refund of any portion of the fees.

## **Confidentiality**

The Company respects the privacy of its customers and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, You hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, You shall not share any information provided by other Program participants outside of the bounds of the Program unless You receive express written permission from such other participants to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

## **Materials Provided By You During The Program**

The Company does not claim ownership of the information or materials You may provide during the Program (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively "**Submissions**").

However, by posting, uploading, inputting, providing, or submitting Your Submissions, You are granting the Company, our affiliated companies, and necessary sub-licensees permission to include Your Submissions in the Program going forward.

In other words, the Company has the right to include Your Submissions – including any audio or video recordings of You participating in any sessions as part of the Program – in the Program going forward.

No compensation will be paid with respect to the use of Your Submissions, as provided herein. The Company is under no obligation to post or use any Submissions You may provide and may remove any Submissions at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting Your Submissions, You warrant and represent that You own or otherwise control all of the rights to Your Submissions as described in this section including, without limitation, all the rights necessary for You to provide, post, upload, input, or submit the Submissions.

## **Personal Responsibility**

By participating in the Program, You accept personal responsibility for the results of Your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help participants in the Program succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program do not guarantee that You or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

### **No Warranties**

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the Program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

You agree to absolve and do hereby absolve the Company of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the

delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Program or any portion of it, Your sole and exclusive remedy is to discontinue using the Program.

### **Choice of Law & Choice of Forum**

The Parties agree that this Agreement shall be construed under the laws of Pennsylvania regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in Pittsburgh, Pennsylvania under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

### **Termination And Access Restriction**

The Company reserves the right, in its sole discretion, to terminate Your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

### **Miscellaneous Clauses**

The Parties further agree:

*Entire Agreement.* This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

*Amendments.* No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

*Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or

render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic and pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.