

IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF USE & SALE (THESE “TERMS”) BEFORE ACCESSING, USING, OR SUBSCRIBING OR PLACING AN ORDER OVER WWW.MASTERMIND.COM OR OTHER OF OUR SITES OR ONLINE RESOURCES WHICH LINK TO THESE TERMS.

THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES INCLUDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL, AND RIGHT TO PARTICIPATE IN A CLASS ACTION (SEE SECTIONS 10, 14, 15, AND 16). ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 16. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT.

The use of mastermind.com or other sites or online resources to which these Terms are linked (each, a “Website”), owned and maintained by MasterMind Consulting LLC (“MasterMind,” “we,” “our,” “us”), are governed by these Terms. We offer the Website, including all information, tools, and services available from the Website to you, the user, conditioned upon your acceptance of all terms and conditions stated herein. By accessing, using, subscribing, or placing an order over the Website, you and your business (including any sub users you may have) agree to the terms and conditions set forth herein. **If you do not agree to these Terms in their entirety, you are not authorized to use the Website in any manner or form whatsoever.**

THIS IS A BINDING AGREEMENT. THESE TERMS TOGETHER WITH OUR [PRIVACY STATEMENT](#) AND [DATA PROCESSING ADDENDUM](#) FORM A LEGALLY BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND YOUR BUSINESS (“YOU”) AND MASTERMIND. THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE WEBSITE AND THE SERVICES PROVIDED BY MASTERMIND, ANY ORDER YOU PLACE THROUGH THE WEBSITE, BY TELEPHONE, OR OTHER ACCEPTED METHOD OF PURCHASE AND, AS APPLICABLE, YOUR USE OR ATTEMPTED USE OF THE PRODUCTS OR SERVICES OFFERED ON OR AVAILABLE THROUGH THE WEBSITE. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

NAVIGATING THROUGH THESE TERMS

You can use the links below to navigate to areas of these Terms that apply specifically to you, or which may otherwise be of interest:

1. [WEBSITE USE](#)
2. [WEBSITE USER CONDUCT AND RESTRICTIONS-LICENSE TERMS](#)
3. [OUR PRIVACY STATEMENT AND DATA PROCESSING ADDENDUM AND YOUR PERSONAL INFORMATION](#)
4. [INFORMATION YOU PROVIDE; REGISTRATION; PASSWORDS](#)

5. ORDER PLACEMENT AND ACCEPTANCE
6. TRIAL OFFER, AUTOMATIC ENROLLMENT AND PAYMENT, AND CANCELLATION
7. SUBSCRIPTION TERMS AND AUTOMATIC PAYMENT
8. SHIPPING FEES
9. PRODUCTS, SERVICES, AND PRICES AVAILABLE ON THE WEBSITE
10. DISCLAIMER - YOUR BUSINESS' INDIVIDUAL RESULTS WILL VARY
11. YOUR RESPONSIBILITIES IN RUNNING YOUR BUSINESS
12. TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS
13. COMPLIANCE WITH THE LAW, INCLUDING COMMITMENT AGAINST HARASSMENT AND INTERFERENCE WITH OTHERS
14. DISCLAIMERS OF OTHER WARRANTIES
15. LIMITATIONS OF LIABILITIES
16. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER
17. MASTERMIND'S ADDITIONAL REMEDIES
18. INDEMNIFICATION
19. NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT AGENT
20. THIRD-PARTY LINKS
21. TERMINATION
22. NO WAIVER
23. GOVERNING LAW AND VENUE
24. FORCE MAJEURE
25. ASSIGNMENT
26. ELECTRONIC SIGNATURE
27. CHANGES TO THE AGREEMENT
28. YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES
29. SEVERABILITY
30. ENTIRE AGREEMENT
31. CONTACTING US

SECTION 1 – WEBSITE USE

The Website is intended for businesses operated by adults. If you use the Website, you are affirming that you are at least 18 years old or the legal age of majority in your state or province of residence (whichever is greater), operate a business, have the legal capacity to enter into a binding contract with us, and have read this Agreement and understand and agree to its terms.

SECTION 2 – WEBSITE USER CONDUCT AND RESTRICTIONS - LICENSE TERMS

All aspects of our Website are protected by U.S. and international copyright, trademark, and other intellectual property laws, including all content, information, design elements, text material, logos, taglines, metatags, hashtags, photographic images, testimonials, personal stories, icons, video and audio clips, and downloads. No material on the Website may be copied, reproduced, distributed, republished, uploaded, displayed, posted, or transmitted in any way

whatsoever. The MasterMind trademark and logo are proprietary marks of MasterMind, and the use of those marks is strictly prohibited. Nothing herein gives you the right to use, copy, register as a domain name, reproduce, or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by MasterMind.

Subject to your continued strict compliance with these Terms, MasterMind provides to you a revocable, limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license to use the Website. You acknowledge and agree that you do not acquire any ownership rights in any material protected by intellectual property laws.

If you purchase a subscription to MasterMind software over the Website, MasterMind provides to you a revocable, limited, non-exclusive, non-sublicensable, non-transferable license to use the software. You acknowledge and agree that: (1) the software is copyrighted material under United States and international copyright laws that is exclusively owned by MasterMind; (2) you do not acquire any ownership rights in the software; (3) you may not modify, publish, transmit, participate in the transfer or sale, or create derivative works from the content of the software; (4) except as otherwise expressly permitted under copyright law, you may not copy, redistribute, publish, display or commercially exploit any material from the software without the express written permission of MasterMind; and (5) in the event of any permitted copying (e.g., from the Website to your computer system), no changes in or deletion of author attribution, trademark, legend or copyright notice shall be made.

You agree not to use or attempt to use the Website or any software provided by MasterMind, whether alone, or in conjunction with other software or hardware, in any unlawful manner or a manner harmful to MasterMind. You further agree not to commit any harmful or unlawful act or attempt to commit any harmful or unlawful act on or through the Website or through use of any software or hardware including, but not limited to, refraining from:

- A. **HARMFUL OR PROHIBITED ACTS.** Any dishonest or unethical business practice; any violation of the law; infliction of harm to MasterMind's reputation; hacking and other digital or physical attacks on the Website; scraping, crawling, downloading, screen-grabbing, or otherwise copying content on the Website and/or transmitting it in any way we haven't specifically permitted; introducing, transmitting, or storing viruses or other malicious code; interfering with the security or operation of the Website; framing or mirroring the Website; creating, benchmarking, or gathering intelligence for a competitive offering; infringing another party's intellectual property rights, including failing to obtain permission to upload/transfer/display works of authorship; intercepting or expropriating data; and the violation of the rights of MasterMind or any third party;
- B. **BUSINESS OPPORTUNITIES & MISLEADING OR STATEMENTS OF MISREPRESENTATION.** Any statement that may mislead a user into thinking that MasterMind offers or supports "business opportunities." This means: you cannot say or imply that MasterMind or your product, services or content offers all the tools someone needs to start and succeed in business regardless of education or experience; to the extent

you are offering a business related service, it should not be directed to people who have no business and no business experience. You must explain your product, service and/or content in an accurate and non-misleading manner; do not misrepresent potential earnings, income or other benefits; do not misrepresent the amount of sales or income a participant in a business could reasonably expect to make; do not make earnings or income claims. More simply, do not make guarantees like “do this and you *will* make money” or “follow these steps and you *will* make money; do not state or suggest that financial success or making money is “easy” or does not require hard work. In fact, you should state the opposite: that succeeding in business is tricky and does require a lot of hard work, commitment and risk-taking. The foregoing are merely examples of the types of claims that are prohibited. You are solely and exclusively responsible for complying with all applicable laws in connection with your participation in MasterMind including, but not limited to, all laws governing marketing and advertising claims.

- C. “SPAMMING” AND UNSOLICITED COMMUNICATIONS. We have zero tolerance for spam and unsolicited communications. Any communications sent or authorized by you reasonably deemed “spamming,” or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to MasterMind’s reputation and to the rights of third parties. It is your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.
- D. OFFENSIVE COMMUNICATIONS. Any communication sent, posted, or authorized by you, including without limitation postings on any website operated by you, or social media or blog, which are: sexually explicit, obscene, vulgar, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; or solicitous of unlawful behavior.
- E. SENSITIVE INFORMATION. You will not import, or incorporate into, any contact lists or other content you upload to any website, software, or other electronic service hosted, provided by or connected to MasterMind, any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health or financial information of any kind.
- F. ILLEGAL BUSINESS ACTIVITY. Any promotion of illegal business activity, including without limitation multi-level marketing (except in compliance with the [FTC’s Business Guidance Concerning Multi-Level Marketing](#)), promoting the sale or use of illegal drugs; or infringing or promoting the infringement of the intellectual property rights of another.

You further agree to conduct yourself and all of your businesses in full compliance with all applicable laws, whether through the use of MasterMind or otherwise.

SECTION 3 – OUR PRIVACY STATEMENT AND DATA PROCESSING ADDENDUM AND YOUR PERSONAL INFORMATION

We respect your privacy and the use and protection of your non-public, personal information. Your submission of personal information through the Website is governed by our Privacy Statement and, if you and/or your end users are located in the European Union or United Kingdom, our Data Processing Addendum (“DPA”) as well. Our Privacy Statement may be viewed [here](#) and our DPA may be viewed [here](#). MasterMind reserves the right to modify its Privacy Statement and DPA in its reasonable discretion from time-to-time. Our Privacy Statement and DPA are incorporated into this Agreement by reference.

SECTION 4 – INFORMATION YOU PROVIDE; REGISTRATION; PASSWORDS

As a MasterMind user, you will be required to create an account with MasterMind. You warrant that the information you provide us is truthful and accurate, and that you are not impersonating another person. You are responsible for maintaining the confidentiality of any password you may use to access your MasterMind user account, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to your user account, to any third party. You are also responsible for maintaining the confidentiality of proprietary or non-public information we may share with you as a MasterMind user, such as technical information, our pricing, our business strategy, and data about other past or current MasterMind users or their customers.

SECTION 5 – ORDER PLACEMENT AND ACCEPTANCE

If you order a service or product, payment must be received by us before your order is accepted. We may require additional information regarding your order if any required information was missing or inaccurate, and may cancel or limit an order any time after it has been placed. Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. You must contact us immediately at appsupport@mastermind.com in order to modify or cancel your pending order. We cannot guarantee that we will be able to amend your order in accordance with your instructions.

All items are subject to availability. We will notify you if any item is not available, the expected availability date, and may offer you an alternative product or service. If the availability of any product or service is delayed and you do not wish to substitute the product or service, upon your request, we will cancel your order and if previously charged, your payment card will be fully refunded for that specific order. We reserve the right to limit the sales of our products and services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis at our sole and exclusive discretion.

Your purchase order of products and other services is conditioned on you re-affirming your acceptance of this Agreement.

All advertised prices are in, and all payments shall be in, U.S. Dollars.

SECTION 6 - TRIAL OFFER, AUTOMATIC ENROLLMENT AND PAYMENT, AND CANCELLATION

Where we offer you a free trial of MasterMind, such free trial will start immediately after your registration and continue for the free trial offer period as indicated on the Website at the time you register. Free trial subscriptions are only available to new subscribers of MasterMind and for the limited periods as set out on the Website. Previous subscribers or those subscribers who have already benefited from a free trial subscription to MasterMind do not qualify for a further free trial period.

MasterMind will email a reminder that your trial is ending at least 7 days prior to you being charged. If you do not want to continue your subscription after your free trial comes to an end, you must contact us at least 24 hours before your free trial period ends by contacting us at appsupport@mastermind.com or by cancelling your free trial through your Account Dashboard, as detailed [here](#). If you do not contact us at least 24 hours before your free trial period ends to cancel, your subscription will automatically continue and the payment card that you provided at the time of enrollment online will be charged the full MasterMind monthly membership subscription rate provided at the time of enrollment each month until you cancel. MasterMind can change the monthly membership subscription rate at any time. If the membership subscription rate changes after you subscribe, we will notify you by email and give you an opportunity to cancel.

If you wish to cancel your MasterMind subscription (including subscriptions for services) at any time after a free trial or discounted period ends, you must contact us at appsupport@mastermind.com or through your Account Dashboard, as detailed [here](#). For monthly subscriptions (including subscriptions for services), we require at least ten (10) days' notice of cancellation through your Account Dashboard, [here](#), or by email at appsupport@mastermind.com. If you provide such notice less than ten (10) days before the first day of your next subscription month, your credit card may still be charged. You will not be entitled to prorate your last month's use, nor will you be entitled to any refund for any payments to MasterMind. MasterMind in its sole discretion may charge a cancellation fee equal to the amount the subscription was discounted.

SECTION 7 – SUBSCRIPTION TERMS AND AUTOMATIC PAYMENT

A MasterMind user is responsible for paying all sums due to MasterMind in connection with their monthly subscription in accordance with these Terms. The first fee payable in accordance with these Terms is due when the user account is set up and payment of the monthly fee is a condition of access, or after your free trial ends and you have not canceled the automatic subscription with us. Every calendar month, your account will be charged the subscription fee plus applicable tax for the following month's subscription, together with any other fees for the following month's subscription plus any accumulated charges for the past period (collectively, "Fees"). Failure by the MasterMind user to use any of the services available through the service

provided by MasterMind does not relieve the MasterMind user of their payment obligations under these Terms.

Potential users can pay by credit card or debit card. Payment details shall be collected by us through our secure financial data collection mechanism. You acknowledge and agree that we hold data relating to the transaction, including the last four digits and the expiration date of the card used to purchase the products or services together with details on when payment is due. **You further acknowledge and agree that payments are due on a recurring basis in accordance with the payment terms for the specific service purchased (unless the subscription is cancelled in accordance with these Terms) and therefore authorize the automatic payment collection terms applicable to that specific service (e.g., on a monthly basis and for a specific amount).**

IF YOU ARE A MASTERMIND USER WITH A MONTHLY SUBSCRIPTION AND YOU HAVE PROVIDED US WITH A VALID CREDIT OR DEBIT CARD NUMBER OR AN ALTERNATE PAYMENT METHOD, EACH PAYMENT WILL BE AUTOMATICALLY PROCESSED AT THE TIME OF YOUR DESIGNATED PAYMENT DATE (MONTHLY) AND WILL BE BILLED TO THE PAYMENT METHOD YOU PROVIDED TO US AT THE TIME OF YOUR ENROLLMENT. IF YOU WISH TO CANCEL YOUR SUBSCRIPTION TO MASTERMIND, YOU MAY DO SO THROUGH YOUR ACCOUNT DASHBOARD OR BY EMAILING appsupport@mastermind.com AT LEAST TEN (10) DAYS BEFORE THE FIRST DAY OF YOUR NEXT SUBSCRIPTION MONTH.

MasterMind reserves the right to immediately terminate a user's account and/or service for any unpaid (in whole or part) period of the subscription (with or without notice). Termination of service in no way relieves or excuses the user from any obligation to pay outstanding charges or expenses. In the event MasterMind starts collection processes of any type, you will be liable for all collection costs, including legal fees and expenses, as provided in [Section 17](#) below.

In addition to any Fees, MasterMind may also charge applicable value added or other tax.

To find out more information about becoming a mastermind Host and selling in our marketplace, as well as terms that apply please click [here](#). For avoidance of doubt, all Sections of these Terms apply to you in your role as a user and as a Host, unless expressly provided otherwise.

SECTION 8 – SHIPPING FEES

Unless otherwise stated on the Website at the time of purchase, if we ship you a physical product, we reserve the right to add applicable shipping and handling fees to your order. Unless otherwise stated, we will use commercially reasonable efforts to fulfill your order within a reasonable time after receipt of your properly completed and verified order. Accurate shipping address and phone number information is required. Although we may provide delivery or shipment timeframes or dates, such dates are good-faith estimates and are subject to change. If your order will be delayed, we will contact you at the email address you provided when placing

your order. If we are unable to contact you or you would like to cancel your order, we will cancel the order and refund the full amount charged. We shall not be liable for any loss, damage, cost, or expense related to any delay in shipment or delivery caused by any third party carrier or other delivery service not owned or controlled by us. The risk of loss and title for such items pass to you upon our delivery to any third party carrier.

SECTION 9 – PRODUCTS, SERVICES, AND PRICES AVAILABLE ON THE WEBSITE

Products, services, and prices are generally posted at the following URL, but are subject to change: www.mastermind.com. At times, MasterMind may also offer services, which will be described when offered but nonetheless governed by this Agreement. MasterMind may also offer additional products and services through other sites which it owns or controls; such sites are also governed by the terms herein. MasterMind reserves the right, without notice, to discontinue products or services or modify specifications and prices on products and services without incurring any obligation to you. Except as otherwise expressly provided for in these Terms, any price changes to your subscription or purchase of product(s) or services will take effect following email notice to you.

Price changes are effective on the first day of the month after the price change is posted. By accessing, using, subscribing or placing an order over the Website, you authorize MasterMind to charge your account in the amount indicated for the value of the services you select, including any future price changes. If you request a downgrade in services, the downgrade (and corresponding price reduction) will become effective on the first day of the month following your requested downgrade. By your continued use of MasterMind services, and unless you terminate your subscription as provided herein, you agree that MasterMind may charge your credit card monthly for the products and services you have selected, and you consent to any price changes for such services after email notice has been provided to you.

MasterMind takes reasonable steps in an effort to ensure that the prices set forth on the Website are correct, and to accurately describe and display the items available on the Website. If the correct price of our product is higher than its stated price, we will, at our discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

When ordering products or services, please note that MasterMind does not warrant that product or service descriptions are accurate, complete, current, or error-free, or that packaging will match the actual product that you receive. All sales are deemed final except as expressly provided otherwise. MasterMind's descriptions of, or references to, products or services not owned by MasterMind are not intended to imply endorsement of that product or service, or constitute a warranty by MasterMind.

SECTION 10 – DISCLAIMER - YOUR BUSINESS' INDIVIDUAL RESULTS WILL VARY

Every online business is different, employing different strategic approaches and organizational structures, and offering different products and services. Therefore, individual results will vary from user to user. YOUR BUSINESS' INDIVIDUAL RESULTS WILL VARY DEPENDING UPON A VARIETY OF FACTORS UNIQUE TO YOUR BUSINESS, INCLUDING BUT NOT LIMITED TO YOUR CONTENT, BUSINESS MODEL, AND PRODUCT AND SERVICE OFFERINGS.

MasterMind does not promise, guarantee, or warrant your business' success, income, or sales. You understand and acknowledge that MasterMind will not at any time provide sales leads or referrals to you or your business. Those businesses who purchase our products or services will receive access to software and tools to create Internet sales funnels and otherwise assist with their respective online offerings. However, we do not guarantee your business' success and based upon many market factors that we cannot control, the software and tools we provide may or may not be applicable to your specific business. Further, we do not make earnings claims, efforts claims, return on investment claims, or claims that our software, tools, or other offerings will make your business any specific amount of money, and it is possible that you will not earn your investment back. We do not sell a business opportunity, "get rich quick" program, guaranteed system, franchise system, or a business in a box. You should not purchase our products or services if that is your expectation. Instead, you should purchase with the understanding that using the information and software purchased will take time and effort and may be applicable in some situations but not others. Also, we do not offer any tax, accounting, financial, or legal advice. You should consult your business' accountant, attorney, or financial advisor for advice on these topics.

SECTION 11 – YOUR RESPONSIBILITIES IN RUNNING YOUR BUSINESS

You represent and warrant that you operate a business in good standing and you agree that there are no prior or pending government investigations or prosecutions against you or your business. You also agree that you and your business will only use MasterMind's products and services for lawful purposes and that you shall not use such products or services, whether alone or in connection with other software, hardware, or services, for any unlawful or harmful purpose. You are solely and exclusively responsible for complying with any and all applicable laws and regulations in running your business, including, but not limited to, all laws governing advertising and marketing claims, subscriptions, refunds, premium offers, tax laws, and all additional laws applicable to your business. You agree to notify MasterMind if any investigation or lawsuit is threatened or filed against you, whereupon MasterMind shall have the right to terminate this Agreement without liability. MasterMind shall have no liability for your violation of any laws. You are solely and exclusively responsible for collecting and reporting any and all sales and use tax, and any other taxes, which may apply to sales of products or services by your business. MasterMind shall not be responsible to collect or report any taxes which may apply to your business or sales of products or services by your business. You agree to indemnify MasterMind as set out in [Section 18](#) below in the event that you and/or your business violates any law and a claim is threatened or asserted against MasterMind as a result.

SECTION 12 – TESTIMONIALS, REVIEWS, AND PICTURES/VIDEOS

MasterMind is pleased to hear from users and customers and welcomes your comments regarding our services and products. MasterMind may use testimonials and/or product reviews in whole or in part together with the name, city, and state of the person submitting it. Testimonials may be used for any form of activity relating to MasterMind’s services or products, in printed and online media, as MasterMind determines in its sole and exclusive discretion. Testimonials represent the unique experience of the participants and customers submitting the testimonial, and do not necessarily reflect the experience that you and your business may have using our services or products. As set forth above in Section 10, your business’ results will vary depending upon a variety of factors unique to your business and market forces beyond MasterMind’s control. Note that testimonials, photographs, and other information that you provide to us will be treated as non-confidential and nonproprietary, and, by providing them, you grant MasterMind a royalty-free, worldwide, perpetual, non-exclusive and irrevocable license to use them.

Additionally, MasterMind reserves the right to correct grammatical and typing errors, to shorten testimonials prior to publication or use, and to review all testimonials prior to publication or use. MasterMind shall be under no obligation to use any, or any part of, any testimonial or product review submitted.

SECTION 13 – COMPLIANCE WITH THE LAWS, INCLUDING COMMITMENT AGAINST HARASSMENT AND INTERFERENCE WITH OTHERS

As a MasterMind user, whether or not you display the MasterMind Badge, you must comply with all laws, both U.S. and foreign, including, but not limited to, laws prohibiting deceptive and misleading advertising and marketing, e-mail marketing laws (including the federal CAN-SPAM Act (15 U.S.C. § 7701)), telemarketing laws (including the federal Telephone Consumer Protection Act (47 U.S.C. § 227) and the Federal Trade Commission’s Telemarketing Sales Rule (16 C.F.R. § 310)), laws governing testimonials (including the Federal Trade Commission’s Revised Endorsements and Testimonials Guides (16 CFR Part 255), and/or any similar laws, laws relating to intellectual property, privacy, security, terrorism, corruption, child protection, or import/export laws. You are solely responsible for ensuring their compliance with all applicable laws, rules, regulations, and court orders of any kind of any jurisdiction applicable to you and your business, and any recipient to whom you send digital messages using our products or services. You have the responsibility to be aware of, understand, and comply with all applicable laws and ensure that you and all users of your account comply with such applicable laws at all times.

If you use any messaging software, including any MasterMind-provided messaging software now existing or which may in the future be created, or any other messaging system or other software or hardware provided by you or a third-party, you agree that you will follow all applicable laws with respect to sending messages, including without limitation the federal Telephone Consumer Protection Act. You further agree to indemnify and defend MasterMind from any claims, damages, losses, and lawsuits of any kind or nature that may be made or

brought against MasterMind relating in any way to your violation of law or third-party rights by use or misuse of any messaging software or hardware, whether or not provided by MasterMind. You further understand and agree that MasterMind has no control over, and therefore cannot be responsible for, the functionality or failures of any third party software, including without limitation Facebook, Facebook Messenger, and internet browser notifications. MASTERMIND DOES NOT WARRANT THAT ANY MASTERMIND MESSAGING SOFTWARE WILL BE COMPATIBLE WITH ANY THIRD PARTY SOFTWARE. YOU ARE SOLELY AND EXCLUSIVELY RESPONSIBLE FOR YOUR USE OF ANY AND ALL MESSAGING SOFTWARE AND/OR HARDWARE.

SECTION 14 – DISCLAIMERS OF OTHER WARRANTIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW:

THE WEBSITE AND ALL CONTENT ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. WE DO NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM THAT: (A) THE USE OF THE WEBSITE OR ANY SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE WEBSITE, SOFTWARE, OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, SOFTWARE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS IN THE WEBSITE WILL BE CORRECTED, OR (F) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SECTION 15 – LIMITATIONS OF LIABILITIES

EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MASTERMIND OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, TELECOMMUNICATIONS PROVIDERS, AND/OR AGENTS BE LIABLE FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT INCLUDING THE PRIVACY STATEMENT AND DPA, THE SERVICES OR PRODUCTS, YOUR OR A THIRD PARTY'S USE OR ATTEMPTED USE OF THE WEBSITE OR ANY SOFTWARE, SERVICE, OR PRODUCT, REGARDLESS OF WHETHER MASTERMIND HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

IN NO EVENT SHALL MASTERMIND'S LIABILITY TO YOU OR YOUR BUSINESS EXCEED THE AMOUNT OF THREE (3) TIMES THE PAYMENTS PAID BY YOU TO MASTERMIND FOR THE MONTH PRECEDING THE DATE IN WHICH THE FACTS GIVING RISE TO A CLAIM AGAINST MASTERMIND OCCURRED OR TWO-THOUSAND DOLLARS (\$2,000), WHICHEVER IS GREATER.

SECTION 16 – DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR AND YOUR BUSINESS' RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AND YOUR BUSINESS AGREE THAT ANY CLAIM THAT YOU OR YOUR BUSINESS MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND YOUR BUSINESS ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU AND YOUR BUSINESS WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST. YOU AGREE THAT YOU AND YOUR BUSINESS MAY ONLY BRING A CLAIM IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. HOWEVER, AN ARBITRATOR CAN AWARD ON AN INDIVIDUAL BASIS THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING INJUNCTIVE AND DECLARATORY RELIEF OR STATUTORY DAMAGES), AND MUST FOLLOW THESE TERMS AS A COURT WOULD.

If you have a complaint, dispute, or controversy, you agree to first contact us at appsupport@mastermind.com to attempt to resolve the dispute or controversy informally. Any controversy or claim arising out of or related to the use of the Website, any product, service, or software, these Terms, the Privacy Statement, the DPA, the Platform Agreement or your relationship with us that cannot be resolved through such informal process or through negotiation within one hundred and twenty (120) days shall be resolved by binding, confidential arbitration administered by the American Arbitration Association (“AAA”), and judgment on the award rendered may be entered in any court having jurisdiction thereof. We agree that any claim we may have against you or your business will also be subject to this arbitration provision, except as provided in Sections 17 and 18 below. The arbitration will be conducted by a single neutral arbitrator in the English language in Ada County, Idaho, unless we both agree to conduct the arbitration by telephone or written submissions. The arbitrator shall be selected by agreement of the parties or, if the parties cannot agree, chosen in accordance with the Rules of the AAA. The arbitration will be conducted in accordance with the provisions of the AAA’s Commercial Arbitration Rules and Procedures, in effect at the time of submission of the demand for arbitration. The AAA’s Rules are available at www.adr.org or by calling 1-800-778-7879. The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms, the Privacy Statement, the DPA, the Platform Agreement, this arbitration provision, and any other terms incorporated by reference into these Terms. The arbitrator shall have the exclusive and sole authority to determine whether any dispute is arbitrable. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or MasterMind.

Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s Rules. In all other respects, the parties shall each pay their own additional fees, costs, and expenses, including, but not limited to, those for any attorneys, experts, documents, and witnesses.

The arbitrator shall follow the substantive law of the State of Idaho without regard to its conflicts of laws principles. Any award rendered shall include a confidential written opinion and shall be final, subject to appeal under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

You and MasterMind agree that disputes will only be arbitrated on an individual basis and shall not be consolidated, on a class wide, representative basis, or with any other arbitration(s) or other proceedings that involve any claim or controversy of any other party. You and MasterMind expressly waive any right to pursue any class or other representative action against each other.

Failure or any delay in enforcing this arbitration provision in connection with any particular claim will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other claims except that all claims must be brought within 1 year after the

claim arises (the 1 year period includes the one hundred and twenty (120) day informal resolution procedures described above).

This arbitration provision sets forth the terms and conditions of our agreement to final and binding confidential arbitration and is governed by and enforceable under the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended.

This provision survives termination of your account or relationship with MasterMind, bankruptcy, assignment, or transfer. If the class action waiver is deemed unenforceable (*i.e.*, unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

YOU UNDERSTAND THAT YOU AND YOUR BUSINESS WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, YOU UNDERSTAND AND AGREE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY AND ONLY THROUGH BINDING, FINAL, AND CONFIDENTIAL ARBITRATION IN ACCORDANCE WITH THIS ARBITRATION PROVISION.

SECTION 17 – MASTERMIND’S ADDITIONAL REMEDIES

In order to prevent or limit irreparable injury to MasterMind, in the event of any breach or threatened breach by you of the provisions of this Agreement or any infringement or threatened infringement by you of the intellectual property of MasterMind or a third-party, MasterMind shall be entitled to seek a temporary restraining order and preliminary and permanent injunctions or other equitable relief from a court of competent jurisdiction located in Ada County, Idaho restraining such breach, threatened breach, infringement, or threatened infringement. Nothing in this Agreement shall be construed as prohibiting MasterMind from pursuing in court any other remedies available to it for such breach, threatened breach, infringement, or threatened infringement, including the recovery of monetary damages from you and your business. You and your business hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, the courts of Ada County, Idaho for all such claims, and forever waive any challenge to said courts’ exclusive jurisdiction or venue.

SECTION 18 – INDEMNIFICATION

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless MasterMind, its directors, officers, employees, shareholders, licensors, independent contractors, subcontractors, suppliers, affiliates, parent companies, subsidiaries, and agents from and against any and all claims, actions, loss, liabilities, damages, expenses, demands, and costs of any kind, including, but not limited to attorneys’ fees and costs of any litigation or other dispute resolution, arising out of, resulting from, or in any way connected with or related to (1) your use, misuse, or attempt to use the Website, software, products, or services, (2) information you submit or

transmit through the Website, (3) your breach of these Terms, the Platform Agreement, the documents they incorporate by reference, the Agreement, or the representations and warranties provided by you in this Agreement or any other agreement (such as the Platform Agreement), or (4) your violation of any law or the rights of a third-party.

SECTION 19 – NOTICE AND TAKEDOWN PROCEDURES; COPYRIGHT ACT

If you believe that materials or content available on the Website infringes any copyright you own, you or your agent may send MasterMind a notice requesting that MasterMind remove the materials or content from the Website. If you believe that someone has wrongly filed a notice of copyright infringement against you, you may send MasterMind a counter-notice. Notices and counter-notices should be sent to MasterMind, Attention Legal Department, 3443 W. Bavaria Street, Eagle, Idaho 83616, or by e-mail to appsupport@mastermind.com. Notices and counter-notices must contain certain [information](#).

SECTION 20 – THIRD-PARTY LINKS

The Website may contain links to other websites. The views, information or opinions expressed on or during any mastermind or otherwise publicized on our online and mobile resources are solely those of the creating authors or contributors and not those of MasterMind Consulting, LLC or either of its parent companies. Further, MasterMind Consulting, LLC is not responsible for and does not verify the accuracy of any of the information contained in any mastermind or content. The primary purpose of these resources is to educate, inspire and inform. Some authors' or contributors' content may discuss strategies and methods for earning income in business, and you should feel free to reach out to those authors or contributors about their proof that such strategies and methods work. MasterMind assumes no responsibility for the content or functionality of any non-MasterMind website to which we provide a link. Please see our [Privacy Statement](#) for more details.

SECTION 21 – TERMINATION

This Agreement will take effect (or shall re-take effect) at the time you click “ACTIVATE MY ACCOUNT NOW,” “PAY NOW,” “ORDER NOW”, “SUBMIT”, “BUY NOW”, “PURCHASE”, “I ACCEPT”, “I AGREE” or similar links or buttons, otherwise submit information through the Website, respond to a request for information, begin installing, accessing, or using the Website, complete a purchase, select a method of payment, and/or enter in payment method information, whichever is earliest. If, in our sole discretion, you fail, or we suspect that you have failed, to comply with any term or provision of the Agreement or violated any law, whether in connection with your use of MasterMind or otherwise, we may terminate the Agreement or suspend your access to the Website at any time without notice to you. Sections 10 through 18, and 20 through 30 of this Agreement, as well as any representations, warranties, and other obligations made or undertaken by you in this or any other agreement, shall survive the termination of this Agreement and/or your account or relationship with MasterMind. Upon termination, you remain responsible for any outstanding payments to MasterMind.

SECTION 22 – NO WAIVER

No failure or delay on the part of MasterMind in exercising any right, power or remedy under this Agreement may operate as a waiver, nor may any single or partial exercise of any such right, power, or remedy preclude any other or further exercise of such right, power, or remedy, or the exercise of any other rights, power, or remedy under this Agreement. A waiver of any right or obligation under this Agreement shall only be effective if in writing and signed by MasterMind.

SECTION 23 – GOVERNING LAW AND VENUE

This Agreement and any issue or dispute arising out of or otherwise related to this Agreement or your access to or use of the Website, our [Privacy Statement](#) or [DPA](#), or any matter concerning MasterMind, including your purchase and use or attempted use of any service or product, shall be governed exclusively by the laws of State of Idaho without regard to its conflicts of laws principles. To the extent that any claim or dispute is found by the arbitrator or (if proper) a court of competent jurisdiction to be excluded from the arbitration agreement in Section 16 above, the parties agree any such claim or dispute shall be exclusively brought in and decided by the state or federal courts located in Ada County, Idaho, and you and MasterMind hereby irrevocably consent to the exclusive personal jurisdiction of, and exclusive venue in, such courts, and forever waive any challenge to said courts' exclusive jurisdiction or venue. All such claims must be brought on an individual and non-class, non-representative basis, and you and MasterMind forever waive any right to bring such claims on a class wide or representative basis.

SECTION 24 – FORCE MAJEURE

MasterMind will not be responsible to you for any delay, damage, or failure caused or occasioned by any act of nature or other causes beyond our reasonable control.

SECTION 25 – ASSIGNMENT

MasterMind may assign its rights under this Agreement at any time, without notice to you. Your rights arising under this Agreement cannot be assigned without MasterMind's (or its assigns') express written consent.

SECTION 26 – ELECTRONIC SIGNATURE

All information communicated on the Website is considered an electronic communication. When you communicate with MasterMind through or on the Website or via other forms of electronic media, such as e-mail, you are communicating with the company electronically. You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

SECTION 27 – CHANGES TO THE AGREEMENT

You can review the most current version of the Terms at any time at <https://mastermind.com/Terms.and.Conditions.Mastermind.com.pdf>. We reserve the right, at our sole and exclusive discretion, to update, change or replace any part of the Agreement, including the Privacy Statement or DPA by posting updates and changes to our Website. It is your responsibility to check our Website periodically for changes. Your continued use of or access to our Website following the posting of any changes to the Agreement constitutes acceptance of those changes.

SECTION 28 – YOUR ADDITIONAL REPRESENTATIONS AND WARRANTIES

You hereby further represent and warrant: (1) that you are at least eighteen (18) years of age, or the legal age of majority in your jurisdiction, whichever is greater; (2) that you own, operate, and/or have the right to bind the business for which you are using the Website; (3) have read this Agreement and thoroughly understand and agree to the terms contained in this Agreement; and (4) that you will not resell, re-distribute, or export any product or service that you order from the Website. You further represent that MasterMind has the right to rely upon all information provided to MasterMind by you, and MasterMind may contact you, your business, and any subaccounts you create by email, telephone, or postal mail for any purpose, including but not limited to (i) follow-up calls, (ii) satisfaction surveys, and (iii) inquiries about any orders you placed, or considered placing, on or through the Website.

You further represent and warrant that there are no prior or pending government investigations or inquiries of, or prosecutions against you, or any business related to you, by the Federal Trade Commission, any other federal or state governmental agency, or any industry regulatory authority, anywhere in the world, nor any prior or pending private lawsuits against you. If at any time during the life of the Agreement you, or any business related to you, becomes the subject of a government investigation, inquiry, or prosecution by the Federal Trade Commission, any other federal or state governmental agency, or any industry regulatory authority anywhere in the world, or the subject of any lawsuit, you will notify MasterMind of the same within twenty-four (24) hours. MasterMind, at its sole discretion, may terminate the Agreement based on any investigation, proceeding, or lawsuit identified pursuant to this paragraph or otherwise discovered by MasterMind without incurring any obligation or liability to you.

SECTION 29 – SEVERABILITY

If any provision of this Agreement is found by the arbitrator or (if proper) a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby and shall continue in full force and effect and such provision may be modified or severed from this Agreement to the extent necessary to make such provision enforceable and consistent with the remainder of the Agreement.

SECTION 30 – ENTIRE AGREEMENT

These Terms, the Privacy Statement and DPA, the Platform Agreement (if applicable), and any policies or operating rules posted by us on the Website or in respect to the Website constitutes the entire agreement and understanding between you and your business and MasterMind and governs your access to and use of the Website and your ordering, purchasing, and use and/or attempted use of any service or product, and supersedes and replaces any prior or contemporaneous agreements, representations, communications, and proposals, whether oral or written, between you and MasterMind. We may also, in the future, offer new services and/or features through the Website. Such new features and/or services shall also be subject to this Agreement, and any policies or operating rules posted by us on the Website. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party.

SECTION 31 – CONTACTING US

We encourage our customers to contact us with questions or comments about our products and services. Please feel free to do so by sending an email to appsupport@mastermind.com.

If you have any questions or inquiries concerning these Terms, you may contact MasterMind by email at appsupport@mastermind.com, or by regular mail at 3443 W. Bavaria Street, Eagle, Idaho 83616.

Notices to you may be made by posting a notice (or a link to a notice) on <https://mastermind.com/Terms.and.Conditions.Mastermind.com.pdf> and such other sites we own and control, by email, or by regular mail, at MasterMind's discretion.

Copyright 2020 - MasterMind - All Rights Reserved