



Replicate Peer-Certification Program Purchase Terms & Conditions



REPLICATE PEER-CERTIFICATION PROGRAM TERMS AND CONDITIONS OF PURCHASE (“AGREEMENT”)

The Replicate Peer-Certification Program (hereinafter “Program”) is being delivered to you by Martinelli & Switzer, LLC along with their respective officers, members, employees, directors, agents, contractors, assistants, guest facilitators, affiliates, designees, licensees, consultants, and/or other representatives (collectively referred to herein as the “Company,” “We” or “we”). Following are the terms and conditions governing your purchase and your participation in the program:

MARTINELLI & SWITZER LLC OR ITS AGENT(S) WILL BE PROCESSING YOUR PAYMENT. You understand that Martinelli & Switzer LLC use third-party financial companies to process your payments (including, but not limited to, PayPal, Klarna, and others) who are authorized agents to bill and collect payments from you. These third parties have their own terms and conditions which are a requirement of using their payment services, and you agree to be bound by their terms and conditions.

YOU ARE PURCHASING A PROGRAM FOR EDUCATIONAL PURPOSES. You understand that you are purchasing an educational program (“Program”) and associated educational materials that is primarily delivered in a group format and online format. Not all of the materials provided and not all of the methods discussed will be completely applicable to your particular business activities. You understand that you are participating and receiving advice as part of a group. You acknowledge that Paul Martinelli and Janet Switzer cannot be aware of all the particulars surrounding your business activities at all times. You will therefore adapt, to your own situation and of your own volition, any information they give you or that you hear given to other participants. You understand that Paul Martinelli and Janet Switzer may mention resources in the form of vendors, suppliers, publishing professionals and independent contractors. You understand that these are for information purposes only and that Paul Martinelli, Janet Switzer and/or their respective companies cannot be held responsible for remedies to you for any loss or damage you experience in dealing with these resources. You understand that Paul Martinelli, Janet Switzer and/or their respective companies might receive remuneration, either actual or in kind, from these vendors, suppliers, professionals and contractors. You understand that the information that Paul and Janet will give you will not be all the information that exists on the subject, but is merely meant to compliment, amplify, supplement and direct you to other available information. You agree that Paul and Janet may — at their sole discretion — change, add to and/or substitute the educational materials included in the Program and/or change, substitute, add to or schedule differently any group training call or other event described.

YOU ARE ALLOWING THE COMPANY TO RECORD YOUR PARTICIPATION AND USE YOUR COMMUNICATION. You understand that the Company may choose to record audio, video and/or photograph your participation in the Program, as well as record or document conference calls, zoom calls, social media posts, and other forms of communication, both verbal and written during the time you interact with the Company and the Program (collectively, “Recordings”). You consent to the Company’s use of your name, image, likeness, appearance, city and state or province of residence, professional designation or occupation, statements, testimonials, content, anything you may say or show, and your general participation, in whole or in part, in any such Recordings, materials and testimonials you give the Company, or other derivative materials based on them, in any format now known or devised in future, in any geographic location, and you understand that the Company will have the right to use the Recordings for educational, promotional and commercial applications, including but not limited to “for sale” products. The Company has no obligation whatsoever to use all or any part of your participation in such Recordings or review the Recordings with you, and may edit any Recordings at their sole discretion. You agree that the Company shall own all rights, title and interest, including copyrights, in and to such Recordings, with full media rights and worldwide rights to reproduce, distribute, prepare derivative works based on, publicly perform and display, advertise, publicize your participation in such Recordings, transfer and use such Recordings in their sole discretion, without any input from you, or compensation or credit to you. We ask that all participants in the Program refrain from taking photos and video in the training room and group events, if applicable. You acknowledge that although we make this request, we are not legally responsible for students that might break this guideline. You are not entitled to any profit or revenue made by Company by use of any of the materials referenced in this Agreement.

YOUR INTELLECTUAL PROPERTY AND IDEAS MAY BE EXPOSED TO OTHER PARTIES. You acknowledge that Paul Martinelli, Janet Switzer and their related compan(ies) have other clients, many of whom may have material and ideas similar to yours, now or in the future. You understand that, as you participate actively in this group program,

your material, expertise, methods, proprietary business strategies, ideas and other concepts may be exposed to others within and outside the group, including at a later date. You expressly and irrevocably hold all parties harmless from any and all remedies, express or implied, from any perceived or actual plagiarism, incorporation or other use of your ideas that may occur, either during your Program participation period or afterward. For avoidance of doubt, no non-disclosure agreement is being made or inferred as a result of your participation in the Program. You understand that neither Paul Martinelli nor Janet Switzer have offered or implied any agreement to refuse participation in the Program to any competitor of yours, nor to refrain from taking on as a client any competitor of yours. You understand that Paul Martinelli, Janet Switzer and their respective compan(ies) reserve the right to refuse participation in the Program to any person for any reason, including but not limited to subject matter, market(s) and/or stated projects.

NO PROMISES ARE BEING MADE THAT YOU WILL EARN MONEY OR ACHIEVE SUCCESS. The Company does not warrant or guarantee you will make revenue or achieve any particular level of success from your participation in the Program. You expressly acknowledge that no promises have been made to you, either express or implied, verbal or written or otherwise, regarding any level of success you might attain or any income you might earn due to your participation in the Program, or any fees you might earn back, including any deposits, tuition, fees or other monies you might have paid. You acknowledge that hard work and discipline are required in order to get the full value of the Program, and that your success is solely attributable to your own expertise, experience, efforts, and abilities.

WAIVER AND RELEASE OF CLAIMS. You hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction or venue throughout the world, against Paul Martinelli, Janet Switzer, their respective company(ies) and the Company (collectively referred to herein as "Releasees" or individually as "Releasee"), in any way related to your participation in the Program including but not limited to personal injury, emotional or psychological injury, property damage, monetary loss, or other damages, whether arising out of the negligence of any Releasee, attendees of the Program, yourself or otherwise. You covenant and agree not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. If you assert a claim against any Releasee in violation of this Waiver and Release of Claims, you are responsible for Releasees' legal fees in defending such claim. You agree to defend, indemnify, and hold harmless all Releasees against any loss, damages, liabilities, claims, actions, judgments, settlements, deficiencies, interest, awards, penalties, fines, costs, or expenses or damages of whatever kind, including but not limited to reasonable attorneys' fees and costs of enforcing any rights to indemnification under this Agreement, which arise out of or result from any claim made by anyone against Releasees as a result of your alleged negligent, intentional, reckless, or other legally wrongful conduct.

YOUR TIMELY PARTICIPATION IS CRUCIAL. When services are scheduled or commenced on your behalf, then delayed or later cancelled by you, the Company and its agents are not able to accept valuable other business. Therefore, once your participation has commenced, including but not limited to administrative oversight, private consulting, group calls, advisory calls, access to the Resources portal, or other time expended, no refunds will be given. Consultation calls and monthly advisory calls, if cancelled or missed, will only be rescheduled at the Company's sole discretion. For avoidance of doubt, any consultation call or monthly advisory call that you reschedule within 24 hours of its previously-scheduled time will only be rescheduled at the Company's sole discretion.

THIS SERVICE AGREEMENT TERMINATES SIX (6) MONTHS AFTER RECEIPT OF YOUR PAYMENT. Program activities on your behalf will commence only upon receipt of your payment in full (or first payment in the case of installment payments). In all circumstances, including in case of delays in us receiving your New Client Profile or delays in you participating in follow-up advisory sessions, your program participation will end and be deemed completed 180 days following receipt of your payment.

DISHONEST OR ILLEGAL ACTIVITY IS CAUSE FOR IMMEDIATE TERMINATION WITHOUT REFUND. If the Company learns you are a party to any illegal or dishonest activity after commencement of your Program, or any activity that is potentially damaging to the Company's interests, then Company in its sole discretion has the right, but not the obligation to terminate this Agreement without refund, including on a pro-rata basis.

DEFAULTING ON PAYMENT PLANS ENDS YOUR PARTICIPATION. Under certain conditions the Company may allow payment plans for the Program. If you are on a payment plan and you default on your payments, your participation in the Program will be terminated and your access to the Program will be denied. In such cases, all tuition paid will

be forfeited and there are no refunds. In such cases, you will be notified of termination and you will be required to return all content and materials from the Program. In the event of termination, you are not permitted to use such materials or content going forward in any manner, nor use any title or credentials going forward in any manner in any personal or professional setting.

USE OF PROGRAM MATERIALS IS RESTRICTED. The use of any and all materials associated with the Program, including but not limited to videos, audio recordings, workbooks, worksheets, leaders manuals, student manuals, PowerPoints, Keynotes, slides, overheads, downloads, online communities, social media groups, hard drives, storage units and devices, and physical products from the Program are only authorized for private use by the registered user of Program and are not transferrable to any other person or entity, and no other use is permitted by any other person or entity. In addition, no public broadcasting of any Company-owned video content is permitted. All marketing, training, and client resources provided are examples to be used for informational purposes only and do not constitute a ready-to-use customized document or recorded resource designed for your particular circumstances. If the services of a competent professional including legal, accounting, psychological, medical, or other advice should be sought in adapting the resources for your own use, you agree to seek such professional assistance. All resource materials provided are the property of their respective copyright holders and may not be distributed as samples, program materials, training tools, recordings or “reprints” for your own students and clients. You may not incorporate any standalone resource of Paul Martinelli, Janet Switzer, their respective compan(ies) or the Company into your own product(s), publication(s), or service(s) under any circumstances. You understand that you cannot use Martinelli’s, Switzer’s, or Company’s name, image, likeness, logo(s) or trademark(s), including but not limited to names of their publications, clients or projects, without written permission from the Company. You are not authorized to act on behalf of the Company or to commit the Company, Martinelli or Switzer or their agents to any obligations.

VENUE, JURISDICTION, AND CHOICE OF LAW: You and the Company agree that the sole jurisdiction and/or venue applicable to any disputes, legal or otherwise, shall be Palm Beach County, Florida, United States. The laws of the State of Florida, United States, are applicable to all disputes between you and the Company. You hereby voluntarily agree to the above venue, jurisdiction, and choice of law, and waive the right to any other choice of law, venue or jurisdiction, regardless of your country of origin, regardless of your country of residence, and regardless of the location where this Agreement was executed by you or Company. The Company does not consent to personal jurisdiction or venue outside Palm Beach County, Florida, United States. If you institute, maintain, or otherwise bring an action against Company outside Palm Beach County, Florida, United States, you will be responsible for all legal fees and expenses of Company. You are also responsible for all legal fees and expenses of Company relating to any action brought by you against Company, regardless of jurisdiction, venue, or choice of law, as outlined in other paragraphs to this Agreement.

THIS DOCUMENT DESCRIBES YOUR COMPLETE UNDERSTANDING: Your payment or participation in the Program indicates that you have read and understand the foregoing statements and agree to the terms and conditions in this Agreement. This Agreement constitutes your entire agreement and complete understanding, and all prior promises, understandings and agreements, oral or written, are merged into and included in this written instrument, and it may only be amended by the Company in writing. You represent and warrant that you have the right to grant, without the consent of third parties, all the rights herein granted. The Company shall have the right to assign any or all of its rights hereunder to any person, firm, or entity.

By continuing your purchase, you indicate that you have read, understood and agree with the above terms and conditions in this Agreement.