

## Terms of Use: Design Circle

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By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of the Design Circle outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by Jessica Brist, acting as part of Jessica Brist LLC, doing business as Snickerdoodle Knits, a North Carolina Limited Liability Company (hereinafter “Coach”), and you agree you are voluntarily entering into a legally binding Agreement with Coach, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of Design Circle **\$397 per year (or 3 monthly payments of \$145 per year)** Client has agreed to purchase the Design Circle hereinafter “Program”). In exchange, Coach agrees to provide the services outlined in the Program Details below, and Program Outline Addendum attached hereto.

### **1. Program Outline:**

- A.** Client agrees and understands that he/she is purchasing Design Circle; a community for knitting pattern designers looking to connect with fellow designers, feel confident in their work, and grow their business. Design Circle includes two recorded educational calls per month, access to the community Discord server, access to a small accountability group, support and coaching inside the Discord server, four design challenges per year, and exclusive discounts on live events and retreats. Client will receive access to the community, and the resources therein, for the duration of their membership.
- B.** Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in Design Circle as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Coach’s website.

### **2. Non-Disclosure**

- A.** Client understands he or she is purchasing the Design Circle Program with Coach; one of the primary elements in engaging in a coaching relationship with Coach is his/her ability to provide Client with personal guidance, teachings, materials, and exercises that make up the program. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Coach, including but not limited to materials such as verbal advice, mindset guidance, written templates, modules, technical information, business advice, and/or other information that may have become available for use through Client’s participation in the program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Coach’s program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own coaching business without express written permission of Coach. Client also understands and agrees he/she will not disclose or use any information provided to Client during coaching sessions, discussions, or otherwise.
- B.** Client also understands that due to the “group” nature of the Program, he/she may also obtain access to or otherwise become exposed to confidential or proprietary information belonging to other clients within the same group program via the community chat board available to all members within the membership portal. Client understands and agrees he/she will not

disclose, steal, use, distribute, copy, or otherwise share or use any proprietary or confidential information belonging to another client in the group program. Client understands if he/she violates this provision, he or she may be liable to the third-party group member for infringement. Client will hold Coach harmless from any such third-party action taken against Client for such infringement or disclosure.

- C. In addition, Coach understands he/she will likely obtain confidential information about Client and his/her business throughout the course of the program, and hereby agrees not to use, share, or otherwise reveal this information about Client, without Client's express written consent.

### **3. Testimonials**

- A. Coach may request Client provide a testimonial to be published on Coach's website, or on various sales materials for this or another Program created by Coach. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Coach and Client if Client refuses testimonial.
- B. If Client accepts and provides Coach with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Coach's website or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming same, and confirming Coach's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Coach an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Coach as part of a Testimonial.

### **4. Payment and Payment Plan**

- A. Client understands the cost of the program is three hundred ninety seven dollars (**\$397**) per year, which is payable up front, in full, unless a payment plan has been offered by Coach, or otherwise arranged between Coach and Client. Client agrees to render payment via Paypal, Apple Pay, Credit Card, or Debit Card. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Coach's website or a designated third party payment processor of Coach's choosing, in full. Absent an agreement regarding a payment plan with Coach, Client must complete payment in full before becoming entitled to any products or services included within Program.
- B. If Coach has offered a payment plan, Client agrees to abide by the rules and payments as explained on Coach's sales page. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: (1) the remainder of the Program may be forfeited if payment is not made within seven days of the date it is due, and (2) Client will owe a \$25 late fee if he/she has not made the appropriate payment after the seven day grace period.
- C. Coach reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the payment plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issued to Coach in exchange for work completed thus far, and it is up to the sole discretion of Coach whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

- D. If Client and Coach have not agreed upon a payment plan, Client understands one is not available, and agrees to provide payment in full, upfront, in the manner(s) designated on Coach's sales page.

## **5. Refund Policy**

- A. Due to the subjective nature of the Program provided by Coach, and Coach's inability to control Client's availability, motivation, external forces, financial situation, or level of engagement in Program, Coach is not able to offer refunds once Client has purchased the program. If Coach is somehow unable to provide services as outlined on sales page, regardless of Client results, Coach or his/her team will be in touch regarding rescheduling, and/or discussing an alternative form of services, in order to fulfill obligations. If Coach is not able to reschedule, and no suitable alternative form of service is available, Client may be entitled to a partial refund, depending on the amount of work Coach and Client were able to complete. If partial services were performed, Coach and Client may come to an agreement whereby a partial refund is issued, at Coach's discretion.

## **6. Voluntary Participation**

- A. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in her services and that Program is able to help many people, You acknowledge and agree that Snickerdoodle Knits is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

## **7. Disclaimer**

- A. Client understands that he or she must actively participate in the full Program in order to see results. While many of Coach's past and current clients have experienced wonderful benefits from the Program, and Coach and his/her team will act in their full capacity to ensure your success and happiness in the Program, Coach cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Coach and Program harmless if he or she does not experience the desired results.
- B. Earnings Disclaimer: Coach also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Coach responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients' participation in programs, or working with Coach contained on Website or in sales material that contain financial information are individual, and results may vary.
- C. Client understands that all services provided by Coach in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Coach on a purely voluntary basis and does not hold Coach or Program responsible should Client become dissatisfied with any portion of the Program.

- D. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Coach delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Coach and Client.
- E. Client also understands Coach is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Coach harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Coach on his/her website and within the Program is comprised of information that has worked for Coach and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Coach cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Coach responsible for.

## **8. Intellectual Property**

- A. Client agrees and understands that Coach has created numerous original, creative works in connection with the Program, and agrees that Coach maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Coach. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Coach. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Coach to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- B. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Coach, without Coach's express written consent. If such behavior is discovered or suspected, Coach reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.
- C. **Licensee Rights: Coach's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Coach as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferrable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Coach. As a "Licensee," Client understands and agrees that Client will not:
  - i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Coach;
  - ii. Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Coach, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.

- iii. Claim any content created by Coach as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Coach was Client's work, and use in his/her business as his/her own.
- iv. Share purchased materials, information, content with others who have not purchased them.
- v. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

## **9. Indemnification**

- A. Client agrees at all times to defend, fully indemnify and hold Coach and any affiliates, agents, team members or other party associated with Coach harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Coach be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Coach's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Coach, free of charge.

## **10. Dispute Resolution**

- A. Should a dispute arise between Coach and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Coach responsible for any specific results, or those results which have been achieved by other clients of Coach.)
- B. If unable to reach a resolution informally, Client and Coach agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in Mount Holly, North Carolina within a reasonable amount of time. Client and Coach agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

## **11. Applicable Law**

- A. This Agreement shall be governed by and under control of the laws of North Carolina regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of North Carolina are to be applicable here.

## **12. Amendments**

- A. This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Coach, or a party authorized to sign on behalf of either party.

## PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing the **Design Circle**. Once the Program is purchased and all Agreements are signed, the Program to continue for a period of 1 year, renewed annually. The work is to begin immediately and run through approximately one year, renewed annually. During this time, Coach will provide the following products and/or services:

1. A Design Circle server on Discord, where Client will receive access to collaborate with and receive support from Coach and other members of the Design Circle.
  2. (2) sixty minute calls per month with guest speakers discussing a topic pertaining to marketing, business, mindset, and/or designing. Client will also receive access to the replays of these calls.
  3. Resources for growing a knitting pattern design business including but not limited to lists of yarn dyers and technical editors interested in collaborating with designers, open calls for submissions, and weekly discussion prompts.
  4. Access to a small accountability group of 3-5 designers.
  5. (4) week-long Creativity Burst Design Challenges and (1) month-long Design Along Challenge per year.
- **Monthly Calls:** Coach will make available two monthly call replays, to be made available via Membership Site, released monthly. These Calls are intended to release proprietary information created by Coach and/or Guest Speakers for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in the program. Client understands that any Guest Speaker opinions provided are not the opinions of Coach.
  - **Resource PDFs:** Coach will make available all resource documents via Membership Site, released the date Client joins the program. These PDF documents are intended to release proprietary information created by Coach for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in the program.
  - **Discord Server Access:** Client may also be granted access to a private group on social media organized by Coach as part of the individual coaching package. If granted access, Client agrees to use common sense when posting or responding to others' in the group, and agrees to refrain from posting any negative or unnecessary comments.

Client has carefully read this Program Outline and acknowledges that he/she is aware of what is, and what is not included within this Program. Client is aware that this Program Outline includes EVERYTHING included within the Program. If Client expected additional information, products, services, or other information to be provided in this Program but does not see it here, Client understands it may not be included. Coach is under no obligation to provide anything other than what is listed above, with the exception of updated or ever-changing Bonuses offered for limited periods of time. No edits or amendments may be made to this Program Outline Addendum without express written consent of both parties.

By completing the online purchase and being charged the amount listed above, Client confirms he or she has reviewed this Program Outline, completed any and all appropriate additional research, and asked any and all necessary questions of Coach and his/her team in order to feel appropriately educated of the Program and

product/service being offered. Client understands he or she will not be entitled to a refund once completing this purchase for any reason, other than as discussed above.