

Relationship Development® Program Participant Agreement

1. By making a purchase, the buyer (“**you**” or “**your**”) has applied to Relationship Development, LLC (the “**Company**” or “**we/us**”) for participation in one or more Company programs (AKA “Quick Start”, “Parenting Quick Start”, “Relationship Breakthrough Quick Start”, “RB Quick Start” and “Relationship Breakthrough Retreat”) (collectively, the “**Program**”). Upon your acceptance into the Program, the Company will send you an acknowledgement. This Relationship Development® Program Participation Agreement (the “**Agreement**”) is a binding contract between you and the Company, and governs your participation in the Program.
2. **The Program consists of one, prescheduled, three-day online event called the Relationship Breakthrough Retreat® (the “Event”) and additional online curriculum that is the pre-work for the Event. The first day of the Event is 12/10/2020 and the last day of the Event is 12/12/2020. As a Program participant, we will provide you with access to certain materials, information, software, and methods (the “Materials”), either by providing them to you directly or by granting you access through our website. The Event, the online curriculum, and the Materials are designed to be consumed together as a unit, are not separable, and together constitute the entire Program. However, provided you do so on the terms of this Agreement, you may continue to use the Materials after the other portions of the Program are complete.**
3. You understand and agree that all Program access and benefits are only available for the duration of the Program; there is no lifetime access to any portion of the Program. You understand and agree that, if you are accepted into this Program, your membership in the Program and access to all Program benefits, activities and bonuses will cease at the end of the last day of the scheduled Event, and that the online curriculum is only the pre-work to prepare you for the Event. Without limiting the generality of the foregoing, your ability to download any downloadable Materials from our website will also end on the last day of the Event, but you may continue to use any Materials you downloaded before the end of the Program as long as your continued use complies with the terms of this Agreement.
4. Once you are accepted into the Program, you are responsible for full payment of fees for the entire Program, regardless of whether you actually attend, participate in, or complete any portion of the Program. However, the Company will refund you all amounts paid and excuse further payment of fees if we receive a written request to terminate this Agreement, from you, within 3 days of the date of your initial payment. No refunds will be issued after this 3-day period.
5. All payments must be made on a timely basis. If a payment is not received by the Company within 3 days of its due date, the Company reserves the right to place Program benefits on hold and suspend your access to the Program and participation in all Program benefits and activities until payment is received. In addition, if your payment is not received as above, the Company may terminate your participation in the Program. In such event, you will remain liable for the full balance of your Program fees.
6. The refund period is stated in Section 4 of this Agreement. We do not allow or accept any actual or threatened charge-back from your credit card company or other payment processor. In the event that a charge-back is placed on a Program purchase, or we receive a charge-back threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any charge-back database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Charge-back abusers wishing to be removed from the database must reverse their claim with the credit card provider or other payment processor and make the payment for the full amount of the charge-back.
7. The resale or transfer of the Program is prohibited. The Company reserves the right to cancel any Program that has been resold or transferred.
8. **The Program is only offered and available to individuals seeking to improve their interpersonal relationships and for noncommercial personal use.** At times, your spouse or your intimate relationship partner (the

“Partner”) may be invited to participate in some Program activities, as exclusively decided and defined by Company.

- a. By signing this Agreement, you represent and warrant to the Company that neither you nor your spouse/intimate relationship partner are a couples counselor, couples therapist, relationship coach, or in any other manner generate commercial gain through advising others on how to improve their interpersonal relationships, regardless of the media, platform, or modality. You also agree to immediately notify the Company if you are unsure if this clause applies to you or your partner.
 - b. The Company may immediately terminate this Agreement if it determines you have breached this warranty. If the Company terminates this Agreement because of such a breach, (i) your access to the Program will immediately end, (ii) you must immediately delete or destroy all Materials in your possession or control, and (iii) no refund will be issued to you.
 - c. Partner participation in the Program is at the discretion of the Company. If you cease to be a student in the Program, by choice or any other reason, the Partner eligibility to participate in the Program will cease at the same time as you. The Company also reserves the right to deny Partner access to the Program and/or to terminate Partner membership in the Program at any time during the period that you are enrolled in the Program.
9. Some or all of the Program will be delivered over the Internet, and accordingly is subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. The Company is not responsible for any delays, delivery failures, viruses, hacker intrusions, or other damage resulting from such problems. The Company does not represent or warrant that your access to the Program will be secure, uninterrupted, or error free, or that the Program or the servers that make the Program available are free of viruses or other harmful components. You are solely responsible for providing your own Internet connection and your failure to do so, or the failure or deficiency of your Internet connection, will not entitle you to a refund of any Program fees, to have your Program participation rescheduled, or to any other remedy predicated upon your Internet connection or lack thereof.
10. We are committed to providing all Program participants with a positive Program experience. By signing below, you agree that the Company may, at its sole discretion and without prior notice to you, terminate this Agreement and/or limit, suspend, or terminate your participation in the Program without refund or forgiveness of payments, if you: (i) become disruptive or difficult to work with, (ii) fail to follow the Program guidelines, (iii) commit any violation of, or display the likelihood of violating, any of the terms of this Agreement, or (iv) if you cast aspersions upon or impair the participation of Program instructors or participants within the Program, in social media or in other venues where participants gather. All decisions shall be made in the Company’s sole discretion, acting reasonably, and shall be final.
11. Because we believe in constant innovation, you agree that the form and nature of the Program may change from time to time without prior notice to you. We may amend this Agreement at any time by sending you a revised version at the address you have provided, in which case your continued participation in the Program will be deemed assent to all changes. No other changes to this Agreement will be valid unless in writing and signed by an authorized Company representative.
12. We respect your privacy and must insist that you respect the privacy of fellow Program participants. By signing below, you agree not to violate the publicity or privacy rights of any Program participant. We respect your confidential and proprietary information, personal details and situations (collectively, “**Confidential Information**”) and must insist that you respect the same rights of fellow Program participants and of the Company. By signing below, you agree (i) that any Confidential Information shared by Program participants or any representative of the Company is confidential and proprietary, and belongs solely and exclusively to the disclosing party, (ii) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions. Further, you are solely responsible for keeping private any Program content provided to you and you will not share any Program content with others, regardless of their age.
13. The Materials and other Program content belong solely and exclusively to the Company and constitute the Company’s intellectual property. All such Materials and content are provided only for your own

noncommercial use in your personal relationships and may only be used by you as authorized by the Company. You agree not to infringe the Company's copyright, patent, trademark, trade secret or other intellectual property rights. Without limiting the generality of the previous sentence, you may not reproduce, teach, repurpose for commercial gain, share, distribute, sell, or otherwise use the Materials, or permit anyone else to do so, for any commercial purpose. These prohibitions include, but are not limited to, recording Program sessions without the Company's prior written permission, and live-streaming or posting such recordings on social media or using them for any other purpose. Except as provided in Section 10, no portion of the Program can be stored, reproduced or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium), recorded, translated, or used to produce any derivative works without the explicit written permission of Company, under signature. If you violate, or appear likely to violate, any of your agreements contained in this paragraph, the Company and/or other Program participant(s) will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations, in addition to other legal and equitable remedies.

14. The Company grants you a limited, nonexclusive, nontransferable, nonsublicensable, terminable, and royalty-free license to use, store, and retain one copy of the Materials for your personal, noncommercial use, both during and after the Program. This is the grant of a license, not a transfer of title, and under this license you may not:
 - a. Modify or copy the Materials;
 - b. Use the Materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - c. Attempt to decompile or reverse engineer any software contained on Relationship Development, LLC's web site;
 - d. Remove any copyright or other proprietary notations from the Materials; or
 - e. Transfer the Materials to another person or "mirror" the materials on any other server.

This license will automatically terminate if you violate any of these restrictions and may otherwise be terminated by the Company at any time. Upon termination of this license, you must delete or destroy any downloaded Materials in your possession whether in electronic or printed format.

15. We have made every effort to accurately represent the Program and its potential. Claims of actual life improvements can be verified and examples of actual results can be provided upon request. Nevertheless, the testimonials and examples in the Company's website and marketing materials, or that may be otherwise provided to you, are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's results depend on many factors, including his or her personal situation, relationships, decisions and actions. You acknowledge that the Program is not professional psychological counseling, but rather discussions providing information on the potential for growth. As in any relationship endeavor, there is no guarantee that your relationship will improve as a result of your participation in the Program. **The Company makes no representation, warranty, or assurance that you will achieve your desired goals as a result of the Program.**
16. The Company represents and warrants that the Program will substantially conform to the description provided on our website from time to time. The Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the Program. The Materials are provided "as is" and with all faults and could include technical, typographical, or photographic errors. The Company makes no warranties with respect to the Materials. To the extent any sites are linked to the Materials or any other part of the Program, the Company has not reviewed the sites so linked and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of that website. Use of any such linked web site is at the user's own risk. **EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 16, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.**

17. The Company will be not be considered in breach or in default because of, and will not be liable for, any delay,

inability, or failure to perform its obligations under this Agreement caused (directly or indirectly) by any occurrence outside the Company's reasonable control, including (i) acts of God, fire, floods, hurricanes, windstorms, or other casualties, (ii) strikes, labor disputes, lockouts, unavailability of services, labor, building materials or reasonable substitutes, or the imposition of a tariff or duty on materials required under this Agreement, or material or labor restrictions by governmental authority, (iii) civil disorder, acts of war or terrorism, enforcement of governmental regulations or requirements, present or future governmental restrictions, regulation, control, inaction and/or delays, injunction, or court order, (iv) disease outbreak, epidemic, pandemic, or other declaration of public health emergency, quarantine restriction, or any act of any governmental body or authority that results in the closure of or restrictions on Company's business or (v) any other cause not within the Company's control, as the case may be (collectively, "**Force Majeure**"). In the event of cancellation or postponement due to this provision, the Company may, at its option, either: (1) reschedule the canceled portion(s) of the Program, in which case your registration will be transferred to the rescheduled date(s); (2) grant you a credit for a future Program event, minus a reasonable administrative fee for the canceled Program event; or (3) issue a refund for all fees you paid and attributable to the canceled Program event, minus a reasonable administrative fee for the canceled Program event.

18. Limitation of Liability:

- a. The Company is able to keep Program fees affordable because you and other participants agree to reasonable liability limits. The Company is not liable for any personal or property damage, loss, or destruction, or personal injury or death, arising out of in any manner, or connected with your participation in the Program. ADDITIONALLY, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR CONTINGENT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR THE PROGRAM, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR ANY OTHER LEGAL THEORY, AND YOU HEREBY DISCLAIM ANY AND ALL SUCH DAMAGES. Notwithstanding any damages that you may incur, the Company's entire liability under this Agreement, and your exclusive remedy, is limited to the amount you paid to the Company for the Program.
19. By signing below, you represent and warrant to the Company that payment of your Program fees will not place a significant financial burden on you or your family.
 20. By signing below, you acknowledge that, at times, Program content contains adult language that may be considered as offensive to some people and that you are at least 21 years old.
 21. You understand and agree that Program instructors, agents, and contractors not authorized or qualified to advise you to either stay in your relationship(s) or to leave or terminate any relationship. **You must disregard as completely invalid any such suggestion or directive to do so and you are solely responsible for deciding whether to stay in or to terminate any relationship.**
 22. You understand and agree that you are solely responsible for creating and implementing your own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from your participation, or lack of participation, in any portion of the Program. As such, the Company is not and will not be liable or responsible for any of your actions or inaction, or for any direct or indirect result of your participation in the Program.
 23. The Program content is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education and recreation. Deciding how to handle these issues, or to incorporate Program principles into those areas and implementing choices is your sole and exclusive responsibility.
 24. You understand and agree that the Program instructors, agents, and contractors are not qualified to provide legal, tax, medical, accounting or financial advice, and the information provided to you by the Program instructors is not intended as such. You should always refer all legal, tax, medical, accounting, and financially related inquiries to appropriately qualified professionals.
 25. The Program does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and Program content is not to be used as a substitute for counseling, psychotherapy,

psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical, or other qualified professionals. It is your exclusive responsibility to seek such independent professional guidance as needed. If you are currently under the care of a mental health professional, you should promptly inform the mental health care provider of the nature and extent of the Program.

26. Media Release. In consideration of the Company's approval of your attendance in Program activities and at the Event, you acknowledge and agree as follows:
- a. You grant the Company and to its officers, employees, agents, successors, and assigns the right to use photographs, images, silhouettes, video, and audio impressions of you captured and recorded during Program activities and the Event (the "**Impressions**"), and the right to use the Impressions and other reproductions of physical likeness and class-related work, including but not limited to any still image, videotaped image, CD-ROMs, DVDs, other analog or digital means, or any other media (individually or collectively, "**Media**"), in connection with or as part of any presentation, program, publication, product, transmission, advertisement, publicity, or other commercial endeavor in which the same may be used or incorporated, in perpetuity. You understand these Media may be used for commercial, educational, informational, or any other purposes. In addition, you waive any claims that any use of your photograph, image, video, or audio impressions as permitted hereunder portrays you in a derogatory manner or false light.
 - b. You agree that the Company will exclusively own, jointly and severally, all rights, title and interest, including copyright in, and to, the Impressions and the Media, with worldwide and perpetual rights. Company may, for any purpose, use, adapt, change, delete from or add to such form and content, combine all or any part of the original Impressions with others, and use, distribute, advertise, market, and otherwise exploit any of the foregoing in any manner and in any medium, as Company determines in its sole discretion, without compensation to you. You agree to cooperate with the Company, at its expense, in all further actions, that Company deems necessary or desirable to confirm, register, protect, or enforce the Company's rights in and to the Impressions and the Media. You waive all rights of copyright or ownership that you might otherwise have in or to any of the Media or products in which the Impressions appear, and you agree to assign, and do hereby assign, to the Company any such right, title, and interest in and to any such Media or products. You agree to execute all documents deemed necessary or desirable by the Company in connection therewith. You waive all rights of copyright or ownership in or to the resulting commercial, educational, or informational materials in which you appear, and acknowledge no monetary or other compensation is provided in exchange for waiving this right. You also agree to allow all forms of distribution of any materials that accompany the Impressions.
 - c. If you participate in Program activities and/or the Event by videoconference, you will not display any background that includes any copyrighted image, artwork, or logo that you do not own. If you own an image, artwork, or logo that you display as part of a background, you hereby grant the Company a royalty-free and irrevocable license to use that image, artwork, or logo captured as part of the Impressions as otherwise permitted hereunder.
 - d. You understand that a videoconference and the Impressions may be viewed by third parties and other persons viewing the Program activity and Event. You release the Company from any liability, and waive any claims against the Company, arising from the appropriation or other use of the Impressions by any third party, or any other act or omission of a third party facilitated (in whole or in part) by your participation in the Program and/or Event.
27. Class Action Waiver: Where permitted under applicable law, you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative action. Unless both you and the Company agree, no judge or arbitrator may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.
28. Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of another party to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of the term or condition. A waiver by a party (i) must be in writing, (ii) will not affect any

term or condition other than the one specified in the waiver, and (iii) will waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

29. Entire Agreement; Severability. This Agreement constitutes the parties' entire, completely integrated agreement and supersedes all prior memoranda, correspondence, conversations, and negotiations. The provisions of this Agreement are severable, and if any portion of this Agreement is held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision of this Agreement, and the remainder of this Agreement, disregarding such portion, will continue in full effect.
30. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by Idaho law, without giving effect to that state's the conflict of laws jurisprudence. The state and federal courts of Idaho have jurisdiction, and the exclusive venue for mediation, litigation, and all other proceedings (each, a "**Proceeding**") will be in Boise, Ada County, Idaho. If the Company institutes a Proceeding against you and thereafter prevails in that Proceeding, the Company will, in addition to any other damages awarded, be awarded its reasonable attorney fees and costs in the Proceeding, including trial, arbitration, mediation, or appeal, as awarded by the court, arbiter, or mediator.
31. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, all of which constitute one and the same Agreement. Delivery of an executed counterpart signature page of this Agreement by facsimile, electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

This is a legally binding contract between you and the Company.