

# IMPACT Coaching + Mastermind Enrollment Agreement

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The following is a binding agreement between you ("enrollee") and Belief Company upon enrollment in our IMPACT Coaching + Mastermind program. By enrolling in an event, you indicate consent with this agreement.

Should you need to cancel your enrollment, our refund agreement reflects the fact that we incur most of the expenses before you ever use the program. If you won't be able to attend or complete your program, please let us know as soon as possible.

All cancellations must be submitted to Belief Company in writing via written letter or fax. While voicemail will not be an accepted method of cancellation, enrollees may call and speak to a Belief Company representative for consultation.

There are no cancellations possible beyond 10 days from enrollment. Because this program involves the immediate access to trade secrets, licensed proprietary information, our coaches, programs and live events, you agree to these terms and accept them as reasonable.

Our program Transfer and Cancellation agreement is as follows:

Time Frame	Refund Policy
0 - 10 days from enrollment	Full refund available
11 days from enrollment onward	No refund available

### PAYMENT DUE

Minimum payment is due immediately upon enrollment. No enrollment will be held without payment. The balance of your payment is due based upon a calculated rate determined by you at checkout. Enrollee may enjoy continued access to the online course, provided the enrollee's account is in good standing with up-to-date payments.

If the enrollee should default on any payment, the enrollee will have ten (10) days to rectify the situation. When the event is within 30 days, the enrollee will have 72 hours to rectify the situation. In either case, if the situation is not rectified in the time given, all special discounts and bonuses will be forfeited and full tuition applies. If the enrollee should default on any installment payment or be in Accounts Receivables 60 days prior to the event, the result may

be cancellation of the enrollment and the Cancellation Agreement will apply. An NSF returned check or declined credit card charge will carry a fee of \$50.

All dates and locations are subject to change without notice and such changes will not affect the terms of this Cancellation Agreement.

### **FOOD, ACCOMODATIONS, AND TRAVEL**

Food, accommodations, parking fees and travel are not included in the event price. Separate arrangements can be made for food, accommodations and travel through The Company, and would be covered under a separate agreement.

### **ARBITRATION**

Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Santa Ana, California, USA, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of California, USA to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Enforcements of any award or judgment shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Should either party file an action contrary to this provision, the other party may recover attorney's fees and costs up to \$1000.00.

### **JURISDICTION AND VENUE**

The courts of Orange County in the State of California, USA and the nearest U.S. District Court in the State of California shall be the exclusive jurisdiction and venue for all legal proceedings that are not arbitrated under these Terms of Use.

### **CONTROLLING LAW**

This Agreement shall be construed under the laws of the State of California, USA, excluding rules regarding conflicts of law. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

## **SEVERABILITY**

If any provision of these terms is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms, and these terms shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

## **FORCE MAJEURE**

We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

## **WARRANTEE**

You agree that these courses are provided as-is and without warrantee for educational purposes only. You also agree to hold harmless and indemnify Transform Destiny, it's agents and Michael Stevenson against any and all claims and actions arising out of the use of these courses, including, without limitation, expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any liability, suit, action, loss, or damage arising or resulting from your participation in the courses.