

Terms of Use and Conditions
Effective Date: December 14, 2021
Site Covered: www.investwithteri.com

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These Terms of Use and Conditions apply to IWT Capital 1, LLC and <http://investwithteri.com>, which governs data collection and usage. For the purposes of these Terms of Use and Conditions, unless otherwise noted, all references to IWT Capital 1, LLC include <http://investwithteri.com>, and all other subsidiary companies. The IWT Capital 1, LLC websites are educational and informational resources. The Company cannot guarantee the outcome of following the recommendations provided and any statements about potential outcomes are expressions of opinion only. The Company makes no guarantees about the information and recommendations provided herein. These Terms of Use and Conditions are entered into by and between you and IWT Capital 1, LLC (hereinafter referred to as "Company"), and together with the Privacy Policy and any other documents are expressly incorporated by reference and govern your access to the Sites, as well as any content or functionality of the services, whether as a visitor or a registered user. By continuing to use, read, or participate in this Website you acknowledge that the Company cannot guarantee any particular results, as such outcomes are based on subjective factors that are not within our control. Therefore, following any information or recommendations provided on this Website are at your own risk.

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Products, Memberships, and Content Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

1. SCOPE OF TERMS

IWT Capital 1, LLC's programs and products offered may include, but are not limited to, articles, reference and communication tools, message boards, community page, books, courses, and information products (the "Service"). The Service is owned and operated by IWT Capital 1, LLC ("Company", "us," "our," and "we").

You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client. Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties. Access to all areas of the Website is provided in accordance with the following terms ("Terms"). By using the Website, you electronically agree to be legally bound by the Terms, which govern your use of the Website, whether you have read them or not. If you do not agree to all of these Terms, please immediately discontinue any further use of the Website. Your failure to follow the Terms may result in suspension or termination of your access to the Website.

By purchasing any products, you agree to only use the information or product for the purpose of trading and/or investing in the stock market for yourself, and not teaching others how to trade and/or invest.

2. ASSENT AND ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

Your continued use of the Website constitutes your acceptance of these Terms as a legal contract and the equivalent of an electronic signature. Natural persons executing this contract warrant and represent that they are at least eighteen (18) years of age. Users and the person executing this Agreement on behalf of any user that is a proprietorship, corporation, partnership, or other entity, represent that such Person is duly authorized by all necessary and appropriate corporate or other action to execute this contract on behalf of the user.

3. AGE RESTRICTION

You must be at least eighteen (18) years of age to use this Website, or any Services contained herein. By using this Website, You represent and warrant that You are at least eighteen (18) years of age and may legally agree to this Agreement. The Company assumes no responsibility or liability for any misrepresentation of Your age.

4. RESTRICTIONS ON USE

You agree not to disrupt, modify, or interfere with the Website, or its associated software, hardware, and/or servers in any way, and you agree not to impede or interfere with others' use of the Website. You further agree not to alter or tamper with any information or materials on or associated with the Website.

Additionally, we reserve the right to refuse service to anyone for any reason at any time.

5. WEBSITE ACTIVITY AND PRIVACY

Through Your use of the Website and Services, You may provide Us with certain information. We may record information relating to your use of the Site, such as the searches you undertake, the pages you view, your browser type, IP address, requested URL, referring URL, and timestamp information. By using the Website or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

a) Information We May Collect or Receive: When You register for an account, You provide Us with a valid email address and may provide Us with additional information, such as Your name or billing information. Depending on how You use Our Website or Services, We may also receive information from external applications that You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.

b) How We Use Information: We use the information gathered from You to administer the Site; to provide the highest possible level of service to you and to ensure Your continued good experience on Our Website, including through email communication. We may also track certain aspects of the passive information received to improve Our marketing and statistical analytics of user behavior and characteristics in order to measure interest in and use of the various areas of our site, and for this, We may work with third-party providers.

c) How You Can Protect Your Information: If You would like to disable Our access to any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser. Please be aware that the Company will still receive information about You that You have provided, such as Your email address.

6. INFORMATION PROVIDED BY YOU

If you upload materials, content, or information (collectively, "Information") to areas of the Website that are available to other users, you give us an irrevocable, perpetual license to use, reproduce, modify, adapt, publicly perform, and publicly display the Information. Please refer to our Privacy Policy for an explanation of how we use your information and your rights to change or delete it.

By posting or submitting any material on or through our Programs, Products, Services, Memberships and Content Materials, such as comments, posts, photos, images or videos or other contributions, you are representing that you are the owner of all such materials, and you are at least eighteen (18) years old.

When you submit to us or post any comment, photo, image, video or any other submission for use on or through our Website, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future Programs, Products, Services and/or Content Materials. This right includes granting us use or exploitation of proprietary rights or intellectual property rights like copyright, trademark, service mark, trade secrets, patent rights or any other of your intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Programs, Products, Services and/or Content Materials at any time for any reason whatsoever.

7. LAWFUL PURPOSES

You may use the Site and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site.

You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

8. RESTRICTIONS ON APPLICABLE USE

In connection with your use of the Website, you may not post, email, transmit or otherwise distribute: (a) Information infringing on intellectual property or privacy rights of others; Information that is unlawful, harmful, obscene, defamatory, harassing, abusive, or slanderous in our sole opinion; (b) Information that harm minors in any way; (c) viruses or other harmful computer code designed to interrupt, destroy or limit the use of any computer software or hardware, or (d) confidential information belonging to any other person.

In addition, you may not engage in any conduct to: (a) collect information about others; (b) interfere with the Website or the servers or other technology hardware used by the Website; (c) inhibit others from using the Website, or (d) allow any other person or entity to use your password or other identification; or (e) violate any law or regulation.

Limitations on Linking and Framing. You may establish a hypertext link to our Website or Content so long as the link does not state or imply any sponsorship, endorsement by, or ownership by in our Website or Content and does not state or imply that we have sponsored, endorsed or have ownership rights in your website. However, you may not frame or inline link our Content without our written permission.

9. USER CONDUCT

You are agreeing that you will not use our Programs, Products, Memberships and Content Materials in any way that causes or is likely to cause the Programs, Products, Memberships and Content Materials, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs, Products, Memberships and Content Materials for lawful purposes only. You agree that you will not use our Programs, Products, Memberships and Content Materials in any of the following ways:

- For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity;
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, harassment, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise injure others;
- To send, negatively impact, or infect our Programs, Products, Memberships and Content Materials with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial

- solicitation, chain letters, mass mailings or any spam, whether intended or not;
- To cause annoyance, inconvenience, fear, needless anxiety, or violence;
 - To impersonate any third party or otherwise mislead as to the origin of your contributions;
 - To post or create unrelated or misleading content or links; or
 - To repost, reproduce, duplicate, copy or resell any part of our Programs, Products, Memberships and Content Materials in a way that is not in compliance with these Terms of Use or any other agreement with us.

In the event that, this clause is breached we reserve the right to cease your access to our Programs, Products, Membership, and Content Materials, including our Community Facebook page immediately and permanently.

10. MEDIA RELEASE

By participating in our Programs, Products, and Membership, and using our Content Materials, including our Community Facebook page, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to us in connection with your participation in our Programs, Products and Membership in our current or future Programs, Products and Membership, and/or marketing or promotional efforts, without compensation to you at any time, now or in the future.

11. USE OF TEMPLATES AND FORMS

The Company provides various templates and/or forms for download and/or sale on this Website. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our templates and/or forms for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the templates and/or forms in any manner, except for modifications in filling out the templates and/or forms for your authorized use.

By ordering or downloading Forms, you agree that the Forms you purchase, or download may only be used by you for your personal use and may not be sold or redistributed without the express written consent of the Company.

12. GRANT OF SINGLE-USER LICENSE

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YOU MAY: (a) Run the Software on any computer(s) solely for your personal and non-commercial use.

YOU MAY NOT: (a) Allow any other person to use the Software, (b) share the login information with anyone else; (c) modify, translate, reverse engineer, decompile, decode, decrypt, disassemble, adapt, create a derivative work of, re-teach the information provided to others, or in any way derive source code from or copy the Software; (d) sell, rent, lease, sublicense, or otherwise transfer or distribute the Software to any other person or entity without the prior written consent of IWT Capital 1, LLC (and any attempt to do so shall be void); (e) remove or conceal any proprietary notices, labels, or trademarks on the Software; (f) direct, assist or permit any other person or entity to do any of the foregoing; or (g) copy any of the questions or answers for any reason.

13. SOFTWARE TERMS OF USE

The term of the License granted hereunder shall commence upon purchase of the Software or your access to the Software; and such license will expire one (1) year from the date of purchase (not to be confused with the usage period of the product). Upon expiration or termination of the license granted hereunder, you understand: (i) after one (1) year of access to the Software, your access will be terminated and, (ii) after one (1) year of access to the Software, your access to the calls and curriculum will be under the discretion of IWT Capital 1, LLC.

14. ACCOUNT LOGIN INFORMATION AND SECURITY

We maintain security measures to protect your personal information from unauthorized access, misuse, or disclosure. However, no exchange of data over the Internet can be guaranteed as 100% secure. While we make every effort to protect your personal information shared with us through our Site, you acknowledge that the personal information you voluntarily share with us through this Site could be accessed or tampered with by a third party. You agree that we are not responsible for any intercepted information shared through our Site without our knowledge or permission. Additionally, you release us from any and all claims arising out of or related to the use of such intercepted information in any unauthorized manner.

Our system does not store your master password on our servers so your passwords cannot be retrieved by anyone but you. If you forget your master password, you will have to reset your account and setup a new one.

The following rules govern the security of your Course Account and Login Information:

- You shall not share your Account and Login Information with any third party, let anyone else access or use your Account, or do anything else that might jeopardize the security of your Account. Sharing your Account and Login Information with anyone

else will result in immediate removal from the program, service, and/or application without notice and without refund;

- In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Teachable and modify your Login Information;
- You are solely responsible for maintaining the confidentiality of your Login Information (including your password), and for restricting access to your hardware device while logged into our Site;
- You will be responsible for all activities coming from your Account or from your hardware device, including purchases, whether or not authorized by you;
- You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

15. COOKIES

We may send cookies to your computer in order to uniquely identify your browser and improve the quality of our service. The term “cookies” refers to small pieces of information that a website sends to your computer’s hard drive while you are viewing the Site. We may use both session cookies (which expire once you close your browser) and persistent cookies (which stay on your computer until you delete them). You have the ability to accept or decline cookies using your web browser settings. If you choose to disable cookies, some areas of the Site may not work properly or at all.

The Site does not respond to Do Not Track signals sent by your browser.

16. THIRD PARTY LINKS

The Site may contain links to third party websites. Except as otherwise discussed in the Terms, this document only addresses the use and disclosure of information we collect from you on our Site. Other sites accessible through our site via links or otherwise have their own policies in regard to privacy. We are not responsible for the privacy policies or practices of third parties.

17. REVERSE ENGINEERING

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

18. INTELLECTUAL PROPERTY

You acknowledge and agree that the Website and the information, content and software presented to you through or by the Website or used in connection with the Website contain

proprietary and confidential information that is protected under U.S. and international intellectual property laws, including those pertaining to the protection of copyrights, trademarks, service marks, and patents, and security components that protect digital information.

Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, sell, rent, distribute, duplicate, lease, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Website, Program or Materials in any manner or medium (including by email or other electronic means). You shall not remove any copyright notice or author designation from any part of the Program and Materials.

You may not remove any copyright notices from our materials. We reserve all of our other rights not granted in these Terms. You agree not to access the Website by any means other than through the interface that is provided by us for use in accessing the Website. All third-party product and company names are trademarks TM or registered [®] trademarks of their respective holders. Use of them does not imply any affiliation with or endorsement by them.

If you feel that any of Your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of Our users, please contact Us and let Us know.

All rights not expressly granted in these terms or any express written license, are reserved by us.

19. REFUND POLICY

Due to the digital nature of our products and the fact that it is immediate access, all sales are final. No refunds will be issued.

20. SALES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products, Services, and Content Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

21. FEES AND PAYMENTS

As consideration for any purchase, you make on the Websites, you shall pay IWT Capital 1, LLC all applicable fees and taxes. We (or our third-party payment processor) shall authorize your credit card, bank account, or other approved payment facility you provided during the registration process for the full payment of the fees and any applicable taxes, and you hereby

consent to the same. If the mailing address you provided us is in the United States, all payments will be charged and made in U.S. dollars. If the mailing address you provided us is outside the United States or any of its possessions or territories, all payments will be charged and made in your local currency.

You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number, and expiration date) to keep your account current, complete, and accurate, and you must promptly contact us if your credit card is lost or stolen, or if you become aware of a potential breach of account security (such as an unauthorized disclosure or use of your Sign-In Name or Password). You hereby authorize IWT Capital 1, LLC to obtain or determine updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. You are advised to check with your bank and credit card issuer for details.

If paying by debit card, or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program or Product without any additional authorization, for which you will receive an electronic receipt. In the event that payment is not received by the due date the Program or Product will not continue, and we reserve the right to cease your access immediately and permanently. If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs or Products at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs, Products, and/or Services.

In the event that a chargeback is placed on a purchase, or we receive a chargeback 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 chargeback 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. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

22. PAYMENT POLICY FOR PROGRAM

You are responsible to pay for the Program in full (including all applicable sales and other taxes or fees) and for providing us with a valid credit card or other payment method. You authorize Company to automatically charge the credit card on file for any and all Program balances owed, and you agree to keep this information current and up to date with the Company. If you select the payment plan, your card will be charged the first installment payment when you register, and

subsequent payments as outlined in your payment plan on the same day of the month until the balance is paid in full. If you have selected a payment plan and you miss a payment, your account status will be changed to “delinquent.” You may immediately lose access to future Modules and Bonuses and your access to the Site and all Content will be revoked seven (7) days after your payment declines. You will also not receive access to future versions of the Program as it’s released until all payments are made in full.

If your account remains in delinquent status for longer than sixty (60) days, the Company reserves the right to report any delinquent balance owed to a credit reporting bureau and/or collections agency subject to the Company’s sole discretion until the account is caught up and in good standing.

To be clear, the Service is not a “pay in part” program where you can pay only for access to certain Modules and not others. This is a full immersion program, and your payment plan is a convenience that we offer so that you can make the price sustainable.

23. ASSUMPTION OF RISK

As a Licensee, you agree that you are using your own judgment in using our Programs, Products, Memberships, and Content Materials and you agree that you are doing so at your own risk. Our Programs, Products, and Content Materials are for informational, entertainment and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs, Products, and Content Materials. Our Programs, Products, and Content Materials are merely to provide you with education and tools to help you make your own decisions for yourself. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products, and Content Materials.

We take every precaution to protect our Programs, Products, and Content Materials. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of the Programs, Products, and Content Materials or the contributions or information transmitted to us on or through our Website or our Programs, Products, and Content Materials. Submitting contributions or information on this Website or through our Programs, Products, and Content Materials is done entirely at your own risk. We make no assurances about our ability to prevent any such loss or damage to you or to any other person, company or entity arising out of use of our Programs, Products, and Content Materials and you agree that you are assuming such risks.

You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any of the products on the Website is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

24. NO WARRANTIES OR GUARANTEES

WE PROVIDE THE WEBSITE "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE."
WE MAKE NO EXPRESS WARRANTIES OR GUARANTEES ABOUT THE WEBSITE.
TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM IMPLIED WARRANTIES

THAT THE WEBSITE IS MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE ANY PARTICULAR RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, INCLUDING ANY INFORMATION OR CONTENT OBTAINED AS A RESULT OF USING THE WEBSITE WILL BE EFFECTIVE, RELIABLE, ACCURATE, OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEBSITE (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT TIMES OR LOCATIONS OF YOUR CHOOSING. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OUR REPRESENTATIVES SHALL CREATE A WARRANTY. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS THAT THIS CONTRACT CANNOT CHANGE. YOU USE THE WEBSITE AT YOUR OWN RISK.

BY PURCHASING THE PROGRAM OR SERVICE, YOU ACCEPT, AGREE AND UNDERSTAND THAT YOU ARE FULLY RESPONSIBLE FOR YOUR PROGRESS AND RESULTS FROM YOUR PARTICIPATION AND THAT WE OFFER NO REPRESENTATIONS, WARRANTIES OR GUARANTEES VERBALLY OR IN WRITING REGARDING YOUR FUTURE EARNINGS, BUSINESS PROFIT, SUCCESSFUL REGISTRATIONS OF INTELLECTUAL PROPERTY, MARKETING PERFORMANCE, OR AUDIENCE GROWTH OF ANY KIND. THE COMPANY DOES NOT GUARANTEE THAT YOU WILL GET ANY RESULTS USING ANY OF OUR IDEAS, TOOLS, STRATEGIES OR RECOMMENDATIONS, AND NOTHING IN OUR PROGRAM IS A PROMISE OR GUARANTEE TO YOU OF SUCH RESULTS.

WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM YOUR USE OF THE SERVICE. THESE EXCLUSIONS APPLY TO ANY CLAIMS FOR LOST PROFITS, LOST DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF WE OR OUR SERVICE PROVIDERS KNEW OR SHOULD HAVE KNOWN THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE SERVICE PROVIDERS' LIABILITY IN SUCH STATE OR JURISDICTION IS LIMITED TO THE EXTENT PERMITTED BY LAW.

25. LIMITATION ON LIABILITY

The Company is not liable for any damages that may occur to You as a result of Your use of the Website or Services, to the fullest extent permitted by law. The maximum liability of the Company arising from or relating to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount You paid to the Company in the last six (6) months. This section applies to any and all claims by You, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

26. INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

27. NOTICE AND TAKE DOWN PROCEDURES

If you believe any materials accessible on or from the Website infringe your copyright, trademark, or other legal rights, you may request removal of those materials (or access thereto) from the Website by contacting us at hello@itradeandtravel.com.

28. AFFILIATE MARKETING AND ADVERTISING

The Company, through the Website and Services, may engage in affiliate marketing whereby the Company receives a commission on or percentage of the sale of goods or services on or through the Website. The Company may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

29. VISITORS' GDPR RIGHTS

According to the GDPR a "data subject" is defined as an identifiable natural person. A natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as: a name, an identification number, location data, or online identifier.

Alternatively, they may be identified by reference to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person. A data subject may be of any age or nationality.

As a data subject, within the European Union, you are entitled to certain rights under the General Data Protection Regulation (GDPR). Those rights include:

You have the right to be informed with respect to your personally identifiable information (PII) retained by the Company. As such, you may request access to your data that the Company stores and the rights to either correct or erase your personal data.

We will retain any personally identifiable information you choose to provide to us unless: (a) you request for us to delete the information, (b) we stop using our existing data providers, or (c) at Company's discretion, we decide to remove the data.

You have the right to seek restrictions on the processing of your data.

You have the right to object to the processing of your data and the right to the portability of your data.

You have the right to withdraw consent provided to the Company concerning the processing of your personal data, as well as the right to withdraw that consent at any time, without affecting the lawfulness of processing based upon consent that occurred prior to your withdrawal of consent.

You have the right to not be subjected to automated decision-making via pre-ticked boxes, additions to our email marketing lists and the like.

You have the right to lodge a complaint with a supervisory authority that has jurisdiction over issues related to the General Data Protection Regulation.

We require only the information that is reasonably required to enter into a contract with you. We will not require you to provide consent for any unnecessary processing as a condition of entering into a contract with us by way of downloading a lead magnet, webinar, freebie or any other traditional list building methods.

30. TERMINATION AND MODIFICATION

You agree that we may without prior notice, discontinue, temporarily or permanently, the Website (or any part thereof) or eliminate your account, any associated email address, and remove any information you uploaded or provided to the Website with or without notice. Cause for termination will include, but not be limited to, (a) violations of these Terms or any other policy of IWT Capital 1, LLC, (b) requests by law enforcement or other government agencies, (c) a request by you, (d) discontinuance or material modification to the Website, or (e) unexpected technical or security issues or problems.

31. COMPLIANCE WITH APPLICABLE LAWS

The Websites are based in the United States. We make no claims concerning whether the Content may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Websites or the Content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

32. JURISDICTION AND CHOICE OF LAW

The laws of the State of Texas govern this contract and any claim or dispute that you may have against us, without regard to its conflict of laws rules, and that the United Nations Convention on Contracts for the International Sale of Goods will have no applicability. You further agree that any disputes or claims that you may have against us will be exclusively resolved by a court located in Texas. You irrevocably consent to the venue and jurisdiction of such courts.

BY AGREEING TO THIS AGREEMENT, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO

THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE AND FEDERAL COURTS IN THE STATE OF OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

33. DISPUTE RESOLUTION

It is hoped that should we ever have any differences; we could be able to work them out amicably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at hello@itradeandtravel.com and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs or Products you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your e-mail to us referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that should arbitration take place, it will be held in San Diego, California, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

34. NON-DISPARAGEMENT

By purchasing our products, you ("Client") agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

35. CONFIDENTIAL INFORMATION

To use our Programs, Products, Services, Memberships and Content Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally- identifying information (“Confidential Information”), or you may offer or provide a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products, Services, Memberships and Content Materials (“Other Information”). By providing such Confidential Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Confidential Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Confidential Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Confidential Information found to be incorrect.

What We Do with Confidential Information. We request and require various personal data and/or Confidential Information to understand your needs and provide you with better services. In addition, we may use such data and Confidential Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products, Services, Memberships and Content Materials, (3) to periodically send promotions about new Programs, Products or Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication.

36. DISCLAIMERS

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licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read in our Programs, Products, Services, and Content Materials, or received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not providing health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. We are not giving medical, psychological, or religious advice whatsoever.

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37. GENERAL PROVISIONS:

- a) **ASSIGNMENTS.** We may assign this contract at any time without notice to you. You may not assign this contract to anyone else.
- b) **ENTIRE AGREEMENT.** These Terms and the policies, rules and guidelines posted on the Website constitute the entire contract between you and us and supersede all previous written or oral contracts. If any part of the Terms is held invalid or unenforceable, that portion will be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions will remain in full force and effect.
- c) **SEVERABILITY.** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- d) **NO WAIVER.** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- e) **FORCE MAJEURE.** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- f) **IMPOSSIBILITY OF PERFORMANCE.** We shall not be deemed to be in violation of this Agreement if we are prevented from performing any of its obligations hereunder for any reason beyond its control and without fault, including without limitation, acts of God or of the public enemy, man-made disaster, flood or storm, pandemic, strikes or statutory regulation or rule of any federal, state, or local government, or any agency thereof, however, the Party so delayed shall exercise its best efforts to remedy any such cause of delay or cause preventing performance.
- g) **MODIFICATION IN TERMS OF USE.** It is our sole discretion to revise and update these Terms of Use from time to time. All changes are effective immediately when we post them, and apply to all access to and use of the Websites thereafter. Your continued use of the Websites following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

- h) HEADINGS FOR CONVENIENCE ONLY.** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- i) NO AGENCY, PARTNERSHIP OR JOINT VENTURE.** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- j) ELECTRONIC COMMUNICATIONS PERMITTED.** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address:
hello@itradeandtravel.com.

CONTACT

If you have questions about our terms, please email us at hello@itradeandtravel.com.

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