

Wing Women

Terms and Conditions of Use

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Wing Woman digital or downloadable resources, online course, group coaching, class, program, workshop, or training, or enter any online private forums operated by Wendy White (for any purpose), whether on a website hosted by Wendy White or a third-party website such as an online course platform, Google Drive, or facebook.com (collectively “the Program”).

If you do not agree with these TOU, you may not use the Program.

As used in these TOU, the term “Releasees” is defined to include the following: (i) Wendy White, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “the Company”); (ii) any Company volunteers; (iii) Wendy White.

1. The Program

- a. As part of the program, you will receive access to:
 - i. Two monthly group coaching calls
 - ii. A private online community
 - iii. A library of resources including videos, audio, and homework assignments

2. Participants

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of 18.

3. Payment and Refunds

You agree to the following fees and payment schedule. Fees are charged monthly and payable in advance. As long as keep your subscription active, each month you will be charged the same amount as you were charged when you purchased access to the Program.

You give us permission to automatically charge your credit or debit card for all fees and charges due and payable to Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment, otherwise the Program will not continue and we reserve the right

to terminate your access to the Program and all Content immediately and permanently.

If you fail to make payment in a timely manner in accordance with these TOU or voluntarily decide to withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program. Company reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Your satisfaction with the Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Program we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Program and no refunds will be provided to you at any time. By using and/or purchasing our Program, you understand and agree that all sales are final and no refunds will be provided.

Since we have a clear and explicit Refund Policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. 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.

4. Intellectual Property Rights

a. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

b. The Company's Limited License to You:

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view and use one copy of individual pages of the Program and Content for

your own personal purposes or your own business only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money (other than by applying them generally in your own business). By using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

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

c. Unauthorized Use

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the Program, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to us that may not be adequately compensated by damages, entitling Us to obtain injunctive relief, without bond, in addition to all legal remedies.

d. Photos and Recordings

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness.

The Company exclusively owns the copyrights and other intellectual property rights to these. Wendy White hereby grants Client permission to use these recordings for Client’s own personal use only. Client agrees not to copy, share, sell, or distribute any of these recordings to anyone else.

e. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to us, you should request permission in writing BEFORE you use the Content by sending an e-mail to hello@wendywhite.com.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

5. Your Conduct in the Program; Confidentiality

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company’s website or in any third-party forums operated by the Company may become public.

Company is not legally bound to keep your information confidential.

Nevertheless, Company agrees to keep all information not generally known to the public strictly confidential except in very rare circumstances where disclosure is required by law, for example when a court might issue a subpoena for the file or information, or if you threaten to harm yourself, or others. You acknowledge that our communications are not covered by any doctor-patient privilege or other privilege.

You agree to keep all information you learn about other Program participants, their business, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company’s website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or

submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

You are strictly forbidden from the following:

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program with anyone else

6. Termination

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

You may terminate your access to the Program at any time. If you notify the Company at least one (1) day prior to the monthly payment due date, the Company will not charge the next payment.

7. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You acknowledge that, by engaging with the Company for the Program, you

voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

- b. The Program and Content provide information and education only, and do not provide any financial, legal, medical or psychological services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.
- c. **Earnings and Results Disclaimer.** You agree that Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.
- d. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- e. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course,

we will try to limit the frequency and duration of suspension or restriction.

- f. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- g. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

8. Security

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

9. Jurisdiction, Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Vermont without giving effect to its conflict of laws. The nearest state and federal court to Middlebury, Vermont shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

10. Users Outside United States

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Indemnification

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of Vermont and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

The Company may change, modify or update these TOU at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact hello@wendywhite.com.

By accessing any part of the Program, you represent that you have read, understood and agreed to this entire document. If you do not agree with these TOU, do not purchase or use the Program or Content.