JKR&Associates.com Terms of Use

JKR&Associates.com has updated our Terms of Service and other legal policies (See our Legal and Policy Center for all current versions), which are effective as of January 2024 and may be amended here at any time without notice.

If you have any questions about these policies, you can contact us anytime via info@TheWealthInvestors.com to unsubscribe, stop a subscription, or ask about the terms of use or other policies. You may also contact us at:

JKR&Associates.com 37 Sabal Bend Palm Coast FL 32137

Please be sure you read these new Terms and Conditions and all other policies to make sure you understand all changes that may be important to you. Disputes about these Terms and the Services, services, and websites provided by JKR&Associates.com are subject to binding arbitration and a waiver of class action rights detailed in Section 14 below.

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN
AN ARBITRATION CLAUSE. EXCEPT FOR CERTAIN TYPES OF
DISPUTES MENTIONED IN THE ARBITRATION CLAUSE, YOU AND
JKR&Associates.com AGREE THAT DISPUTES RELATING TO THIS
TERMS OR YOUR USE OF OUR SERVICES AND SERVICES WILL BE

RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

Terms of Service Agreement

We want to thank you for using JKR&Associates.com!

JKR&Associates.com offers our customers services, content and tools and community to work on their real estate business. JKR&Associates.com provides value through our coaching services and personal growth content and tools through websites, apps, livecasts, social media, members areas, community sites, and digital tools and the entire selection of services and tools offered to our audience on are our "Services".

This Terms of Services Agreement (this "Agreement") contains the terms under which JKR&Associates.com provides our Services to you and describes how the Services may be accessed and used.

You must read, agree, and accept all terms and conditions contained in this Agreement and expressly referenced in this Agreement, including our <u>PRIVACY POLICY</u>, before you subscribe for our Services.

If you will be using the Services on behalf of an entity or other organization, you agree to these Terms on behalf of that entity or organization and you represent that you have such authority. "You" and "your" will refer to that entity or organization.

When you subscribe to our Services, or otherwise use or access the Services, you agree to be bound by these Terms and applicable laws, rules, and regulations. You may be asked to click "I accept" at the appropriate place prior to your purchase of or access to our Services. At such time, if you do not click "I accept", you may not be able to complete your purchase or access our Services. If you do not agree to these Terms, please do not use our Services in any way.

JKR&Associates.com is not an accredited educational institution or marketplace or SAAS company. Our users, customers, teachers, and partners are not our employees. We are not responsible for any interactions between you and our customers, students, subscribers, teachers or users (collectively, "End-Users"), other than providing the Services for you to interact with our company. We are in no way liable for any disputes, claims, losses, injuries, or damage of any kind that may arise out of your relationship with End-Users, including any End-Users reliance upon any information or content that you provide or post on our platform.

1. Fees and Payments

1.1. Fees for our Services. You agree to pay JKR&Associates.com any fees for each Services you purchase or use in accordance with the pricing and payment terms presented to you for that Services. Where applicable, you will be billed using the billing method you select through your account management page. If you have elected to pay the fees by credit card, you represent and warrant that the credit card information you provide is correct and you will promptly notify JKR&Associates.com of any changes to such information. Fees paid by you are non-refundable, except as provided in these Terms, described upon checkout or when required by law. Included in your fee may be technical support in respect of the Services and it is only provided to JKR&Associates.com

customers. JKR&Associates.com support agents are not trained in psychological, therapeutic or technical support and JKR&Associates.com accepts no responsibility to provide such support.

1.2. Subscriptions. Some of our Services are billed on a subscription basis ("Subscriptions"). This means that you will be billed in advance on a recurring, periodic basis (each period is called a "billing cycle"). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Payment will be charged to your chosen payment method at confirmation of purchase and at the start of every new billing cycle. Your Subscription will automatically renew at the end of each billing cycle unless you cancel your account through contacting us at info@TheWealthInvestors.com to cancel, or if available via your online account management page or in the app where applicable, prior to the end of the billing cycle. While we will never want to lose a customer, you may cancel auto-renewal on your Subscription at any time by contacting us at info@TheWealthInvestors.com if you are unable to do so on some of our Platforms, in which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

If you initially sign up for a plan that includes a free or discounted trial period, and you do not cancel that account before the stated trial period expires, you will be automatically billed for the full price of the plan starting on the day the trial period ends. If you cancel prior to the processing of your first invoice following the trial period, you will not be charged.

We, through our third-party providers (Stripe, PayPal and via some app platforms like Apple App Store or Google Android platforms) will keep your detailed payment information, such as non-sensitive credit card partial numbers and expiration date, on file. We do not access this information, except through provided programmatic methods by the provider(s). You are responsible for keeping your payment details up-to-date by changing the details in your account settings. When your details change or are due to expire, we may obtain or receive from your payment provider updated payment details, including your card number, expiration date, and CVV (or equivalent). This enables us to provide you access to the Services. You authorize us to continue to charge your credit card using the updated information. If a payment is not successfully authorized due to expiration, insufficient funds, or otherwise, we may suspend or terminate your Services or subscription until applicable changes have occurred. You also agree that we may charge you via your payment method on file if you elect to restart your subscription.

Any change (including any upgrade, downgrade or other modification) to any plan by you in a trial period will end the trial immediately. You will be billed for your first term period (i.e. the first annual or monthly period) immediately upon upgrading. For any upgrade or downgrade in plan level after any trial period, your credit, debit, or other payment card will automatically be charged the new rate on your next billing cycle. You will be billed immediately for the prorated difference for the current billing cycle for any upgrade to any higher priced plan during that billing cycle. If a plan downgrade causes a credit to your account, this credit will be used toward your next billing cycle(s). This credit will not be refunded.

- 1.3. Taxes. Our prices listed do not include any taxes, levies, duties or similar governmental assessments of any nature such as value-added, sales, use, or withholding taxes, accessible by any jurisdiction (collectively, "Taxes") unless otherwise indicated. You are responsible for paying Taxes associated with your purchase and keeping your billing information up to date.
- (a) United States Sales Tax. If we have a legal obligation to pay or collect sales tax for which you are responsible, we will calculate the sales tax based upon the billing information we have about you and charge you that amount (which, if your billing information is incomplete or inaccurate, may be the highest prevailing rate then in effect), unless you provide us with a valid tax exemption certificate acceptable to the appropriate taxing authority. If for any reason you are billed without sales tax on the platform you signup on, or by a technical glitch, software update, or new pricing, you will automatically be charged the appropriate sales tax in the next billing cycle without notice.

If you provide us with a tax exemption certificate, you represent and warrant that it accurately reflects your tax status and that you will keep such documents current and accurate.

If we subsequently determine in our sole discretion that your tax exemption document is valid, we will refund the sales tax collected.

(b) Non-United States Sales Tax. If applicable, we will charge you VAT, GST, or any other sales, consumption or use taxes that arise in connection with your purchases of our Services unless you provide us with a tax identification number that entitles you to an exemption, a valid tax exemption certificate or other documentary

proof issued by an appropriate taxing authority that tax should not be charged. If you are located in a jurisdiction with multiple sales, consumption, or use taxes, we may charge you the highest prevailing rate if your billing information is incomplete or inaccurate.

If you are required by law to withhold any Taxes from your payments to JKR&Associates.com, you must provide JKR&Associates.com with an official tax receipt or other appropriate documentation to support such payments.

1.4. Price Changes. JKR&Associates.com may change the fees charged to you for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. JKR&Associates.com will provide you with advance notice of any change in fees and you will have the opportunity to cancel your Subscription as set forth in Section 1.2.

2. Your Content

2.1. You Retain Ownership and Responsibility of Your Content. You retain ownership of all of your intellectual property rights in your Content. "Content" means software (including machine images), data, text, audio, video or images, and personal data. JKR&Associates.com does not claim ownership over any of your Content. These Terms do not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Services to you, and as otherwise described in the Terms.

You represent and warrant to us that: (a) you own or have the necessary licenses, rights, consents, or permissions to use or publish the Content that you include, submit, or use through our Services; and (b) none of your Content or your End-Users' use of your Content or the Services will violate any applicable laws or the Acceptable Use Policy.

- 2.2. Limited License to Your Content. While we do not claim any intellectual property rights over your Content, by uploading the Content through the Services, you grant JKR&Associates.com, solely for the limited purposes of providing the Services to you or to use on our platform at our discretion and as otherwise permitted by the Privacy Policy, a worldwide, royalty free license to use, display, make publicly available, and otherwise feature, sell or exploit your Content. This license for such limited purposes continues even after you stop using our Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of our business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you submit any feedback or suggestions to us regarding our Services, we may use and share them for any purpose without any compensation or obligation to you.
- 2.3. JKR&Associates.com Right to Use Your Name. JKR&Associates.com shall have the non-exclusive right and license to use the names, trademarks, service marks, and logos associated with your business to promote our Services. Any goodwill arising from the use of your name and logo will inure to your benefit.

2.4. Copyright and claims for Intellectual Property Infringement. JKR&Associates.com fully respects the intellectual property rights of others and we expect our users to do the same. If you believe a JKR&Associates.com user is infringing upon your intellectual property rights, you may report it to us by contacting us at Info@TheWealthInvestors.com. If the claim is for alleged copyright infringement, we are likely required to respond in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify us in accordance with our Copyright ("DMCA") Policy.

The contents of our Services, as well as any of our content on our affiliated Sites, are protected by copyright and trademark laws, and are the property of their owners. You may not repost or resale any of our content without permission, as it is our protected or proprietary content and assets. Unless otherwise noted, you may access and use the information and materials from the Services for your personal use only. You may not sell, change, modify, delete, display, transmit, adapt, exploit, train from, or copy for distribution any information, material, trademarks, content, or copyright featured in the Services, or any of our affiliated sites, apps, partners, or platforms. You must obtain written permission from us or any other entity who owns intellectual property on our Servcies before you may publish, distribute, display, or commercially exploit any material, and if you do not gain our written permission you may be held liable for significant damages. By using the Services, you agree to these restrictions and to abide by all copyright notices.

2.5 Non-Exclusive Services. We reserve the right to provide our Services to anyone in the world, including to your competitors, and

make no promise of exclusivity in any particular market segment. You further acknowledge and agree that JKR&Associates.com employees and contractors may also be JKR&Associates.com customers and that they may view your information or account, although they may not use your Content or confidential information outside JKR&Associates.com policies or procedures

3. Privacy

- 3.1. Privacy. While using the Services, you may submit Content to JKR&Associates.com (including your personal data and the personal data of others) or third parties may submit Content to you through the Services. We know that your Content is very important to you and by giving us your Content, you are trusting us to treat it appropriately. JKR&Associates.com Privacy Policy explains how we treat your Content and we agree to adhere to our Privacy Policy. You also agree that JKR&Associates.com may use and share your Content in accordance with the Privacy Policy and applicable data protection laws. By using the Services, you acknowledge and agree that JKR&Associates.com collection, usage, and disclosure of your personal information is governed by our Privacy Policy.
- 3.2. GDPR Provisions. If your business operates within the European Economic Area (EEA), as a JKR&Associates.com customer you are operating as a "data controller" of "personal data" of "data subjects" located in the EEA (as those terms are defined in the General Data Protection Regulation 2016/679 (GDPR). By requesting the Services and agreeing to these Terms and the supporting JKR&Associates.com Privacy Policy and Data Processing

Addendum, you are providing us with instructions to process any personal data collected by you through our Services, on your behalf and you acknowledge that our use and collection of personal information of any residents is also subject to Data Processing Addendum. You shall ensure and hereby warrant and represent that you are entitled to transfer personal data to JKR&Associates.com so that we may lawfully process and transfer the personal data in accordance with these Terms.

- 3.3. Confidentiality. JKR&Associates.com will treat your Content as confidential information and only use and disclose it in accordance with the Terms (including the Privacy Policy). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through our breach of the Terms); (b) was lawfully known to JKR&Associates.com before receiving it from you; (c) is received by JKR&Associates.com from a third party without our knowledge of breach of any obligation owed to you; (d) was independently developed by JKR&Associates.com without reference to your Content; or (e) posted by you on any of our sites or apps knowing that others could see your Content. JKR&Associates.com may disclose your Content when required by law or legal process, but only after we, if permitted by law, use commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.
- 3.4. Security. JKR&Associates.com will store and process your Content in a manner consistent with industry security standards. We try to implement appropriate technical, organizational, and administrative systems, policies, and procedures designed to help

ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content. If JKR&Associates.com becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of, personal data related to your account ("Security Incident"), we will take reasonable steps to notify you without undue delay, but if possible within 72-hours of becoming aware of the Security Incident. JKR&Associates.com will also reasonably cooperate with you in regards to any investigations relating to a Security Incident by helping to prepare any required notices and providing any other information reasonably requested by you in relation to any Security Incident, where such information is not already available to you in your account or online through updates provided by GrowthDayJKR&Associates.com, subject to our Guidelines for Legal Requests.

4. JKR&Associates.com **Intellectual Property**

4.1. Services License. Neither the Terms nor your use of the Services grants you ownership in the Services or any content you access through the Services (other than your Content). The Terms also do not grant you any right to use JKR&Associates.com trademarks or other brand elements. We or our licensors own all right, title, and interest in and to the Services, and all related technology and intellectual property rights. Subject to the Terms, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Services solely in accordance with the Terms. Except as provided in this Section 4.1, you obtain no rights from us, our affiliates, or our licensors to the Services, including any related intellectual property

rights. If you are accessing our Services through an app, subject to your compliance with the Terms, JKR&Associates.com grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device or computer that you own or control for your own personal or internal business purposes. If the app is accessed through or downloaded from the Apple App Store (an "App Store Sourced Application"), you will only use the App Store Sourced Application (i) on an Apple-branded Services that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

4.2. License Restrictions. You may not use the Services in any manner or for any purpose other than as expressly permitted by the Terms. You will not, or will not attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Services or any of our tools or proprietary processes; (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any software or app included in the Services (except to the extent applicable law doesn't allow this restriction); (c) access or use the Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) resell or sublicense the Services; or (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any apps, sites or tools associated with the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy

materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials).

5. User Content

- 5.1. User Content. The Services may display content provided by others that JKR&Associates.com does not own. Such content is the sole responsibility of the entity that makes it available. Additionally, as stated in Section 2.1, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. JKR&Associates.com is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use any Content from or on our Services unless you have first obtained the permission of its owner or are otherwise authorized by law to do so.
- 5.2. Content Review. JKR&Associates.com does not have an obligation to monitor or review any Content submitted to the Services nor do we pre-screen any Content. You acknowledge that, in order to ensure compliance with legal obligations, GrowthDay may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms, including our Acceptable Use Policy (such as when unlawful content is reported to us). We have the sole discretion to modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. It is in our sole

discretion to refuse or remove any Content from the Services or platform.

5.3. Third Party Resources. JKR&Associates.com may publish links or provide information in its Services to internet websites maintained by third parties. We do not monitor or have any control over, and we make no claim or representation regarding any such third party offerings and we accept no responsibility for reviewing changes or updates to, or the quality, content, policies, nature, or reliability of, any such third party offerings. Your use of any third party offerings provided by our Services or a third party website is at your own risk. You should review such third party's applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Trademarks and Content displayed in conjunction with the Services are the property of their respective owners. When you click on a link to a third-party site, ad or app, we will not warn you that you have left JKR&Associates.com and are subject to the terms and conditions (including privacy policies) of another website or destination.

6. Account Management

6.1. Keep Your Password Secure. If JKR&Associates.com has issued an account to you in connection with your use of the Services, you are responsible for safeguarding your password and any other

credentials used to access that account. You, and not JKR&Associates.com, are responsible for any activity occurring in your account, whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify JKR&Associates.com immediately at Info@TheWealthInvestors.com. Accounts may not be shared and may only be used by one individual or organization per account as purchased.

- 6.2. Keep Your Details Accurate. JKR&Associates.com occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate.
- 6.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, JKR&Associates.com will not be liable for any failure to store, or for loss or corruption of, your Content.
- 6.4. Account Inactivity. JKR&Associates.com may terminate your account and delete any Content contained in it if there is no account activity (such as a log in event or payment) at any time at our discretion. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.
- 6.5. Customer Success. JKR&Associates.com may assign you a customer success manager ("CSM"). The CSM may review your use

of the Services and your Content to help you to more effectively use the Services, including by providing reporting and usage insight.

6.6 Your account phone number and SMS/Text.

When you provide your phone number to us, we may use your phone number to confirm orders, deliver promised ongoing training or communication, and to send text updates, promotions, videos, audios, or sms messages related to GrowthDay services, or related brands or programs. You can opt-out of receiving any future SMS/text messages by simply replying to any of our text messages at any time with the word STOP. By signing up for our Services, you hereby grant us permission to text you until you reply STOP. If for any reason our system does not receive your STOP request, you waive any claims against us and we ask you to email us at Info@TheWealthInvestors.com to let us know if you are continuing to receive any unwanted messages.

7. User Requirements

7.1. Legal Status. If you are an individual, you may only use the Services if you have the power to form a contract with JKR&Associates.com. If you do not have the power to form a contract, you may not use the Services. If you are not an individual, you warrant that you are validly formed and existing under the laws of your jurisdiction of formation, that you have full power and authority to enter into these Terms, and that you have duly authorized your agent to bind you to these Terms

- 7.2. Minors. "Minors" are individuals under the age of 18 (or a higher age as provided in certain countries and territories). The Services is not intended for use by Minors without supervision of or recommendation by their caregiver. Services is not directed at children under the age of 16 and JKR&Associates.com does not knowingly collect personal information from children. In your use of the Services, it is your sole responsibility to comply with all applicable laws relating to the privacy rights of children, including the Children's Online Privacy Protection Rule (COPPA).
- 7.3. Embargoes. You are not permitted to use our Services if you are, or you are owned or controlled directly or indirectly by, any person, group, entity, or nation, named on any list issued by the Department of the Treasury's Office of Foreign Asset Control ("OFAC"), or any similar list or by any law, order, rule, or regulation or any Executive Order of the President of the United States, including Executive Order 13224, as a "Specially Designated National and Blocked Person", terrorist, or other banned or blocked person (collectively, a "Prohibited Person") By using our Services you represent and warrant that (i) you are not (nor are you owned or controlled, directly or indirectly, by any person, group, entity, or nation that is) acting directly or indirectly for or on behalf of any Prohibited Person; (ii) you have not conducted nor will you conduct business nor have engaged nor will you engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, the making or receiving of any contribution of funds, goods, or services to or for the benefit of a Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation; (iii) you are not prohibited by any sanctions program as

maintained by OFAC from using JKR&Associates.com Services, including those sanctions programs currently in effect with respect to Iran, North Korea, or Venezuela.

Furthermore, it is your responsibility to ensure that you do not provide access to the Services to any Prohibited Persons.

7.4 Compliance with Laws. You must always use the Services in compliance with, and only as permitted by, applicable laws. There are various federal, state, and international specific laws, requirements, guidelines, and/or standards (collectively, "Laws") that apply or may potentially apply to your Content, business, websites, and/or mobile applications, including, but not limited to those related to privacy and data security (such as the California Consumer Privacy Act (CCPA) or the EU General Data Protection Regulation (GDPR)), the accessibility of websites and/or mobile applications, taxes, the Health Insurance Portability and Accountability Act (HIPAA), and subscriptions and auto-renewals. JKR&Associates.com is not HIPAA compliant and currently we have no plans to become so. Accordingly, you may not use the Services to collect, store, or process any protected health information subject to HIPAA, any applicable health privacy regulation, or any other applicable law governing the processing, use, or disclosure of health information. Any information provided by JKR&Associates.com in content, help articles, examples, or the like are provided for informational purposes only and are provided without any warranty, express or implied, including as to their legal effect and completeness. JKR&Associates.com cannot provide you with any therapeutic, financial or legal advice and encourages you to consult with professionals of your own selection and at your own expense. You agree that you are solely and exclusively responsible for your Content and the entirety of your Content, including compliance with Laws.

8. Acceptable Uses

You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services. If we become aware of any conduct or Content that falls outside the bounds of what is acceptable under this policy, we will take all appropriate action, including removing it and reporting it, as well as suspending or terminating your account. We also take steps to prevent uses of our Services that are contrary to the spirit of this policy.

- 1. Unless authorized by JKR&Associates.com in writing, you may not probe, scan, or test the vulnerability or security of the Services or any JKR&Associates.com system or network.
- 2. Unless authorized by JKR&Associates.com in writing, you may not use any manual or automated system or software to extract or scrape data from websites or other interfaces through which we make our Services available.
- 3. You may not use the Services to commit an unlawful activity; use the Services for activities where use or failure of the Services could lead to physical damage, death, mental harm, or personal injury.
- 4. You may not purchase, use, or access the Services for the purpose of building a Services or service that is competitive to JKR&Associates.com or for any other competitive purposes.

- 5. You may not misuse our Services by interfering with their normal operation or attempting to access them using a method other than through the interfaces and instructions that we provide.
- 6. You may not circumvent or attempt to circumvent any limitations that JKR&Associates.com imposes on your account (such as by opening up a new account to create or distribute Content that we have closed for a violation of our terms or policies).
- 7. You may not deny others access to, or reverse engineer, the Services, or assist anyone else to do so, to the extent such restriction is permitted by law.
- 8. You may not store or transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
- 9. You may not use the Services to infringe the intellectual property rights of others.
- 10. Unless authorized by JKR&Associates.com in writing, you may not resell or lease the Services.
- 11. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless JKR&Associates.com has agreed with you in writing otherwise. You may not use the Services in a way that would subject JKR&Associates.com to those industry-specific regulations without obtaining JKR&Associates.com prior written agreement.
- 12. You may not post or upload any Content that contains personally identifiable information, sensitive personal information, or confidential information, such as credit card

numbers, confidential national ID numbers, or account passwords, unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent. You may not use the Services to collect, store, or process any protected health information subject to the Health Insurance Portability and Accountability Act (HIPAA), any applicable health privacy regulation, or any other applicable law governing the processing, use, or disclosure of health information.

- 13. You may not register accounts by "bots" or other automated methods.
- 14. We may offer content like images or video that are provided by third parties. You may use that material solely in your content. JKR&Associates.com may modify or revoke that permission at any time at our sole discretion. In using such material, you may not imply that your content is affiliated with or run or endorsed by any company, Services, brand, or service depicted in that material unless you have obtained their permission.
- 15. You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. JKR&Associates.com will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to JKR&Associates.com.
- 16. To the extent that you use the Services to record or monitor calls or other communications, failing to comply with all applicable laws related thereto, including securing any required prior consents.

- 17. We will suspend any use of the Services that come to our attention that: (a) attempts to collect social security numbers, credit card numbers (other than solely for collecting payment through an authorized payment processor as permitted by the Services), passwords, or other similar types of sensitive information; (b) publishes a person's sensitive identifying information against their wishes; (c) is intended to deceive or mislead recipients, including by linking to websites with malicious software such as malware; or (d) knowingly and artificially boosts or inflates a website or webpage's search engine ranking.
- 18. You may not impersonate others when using the Services or collecting information. We don't like username extortionists. If you create or purchase a JKR&Associates.com account in someone else's name and then try to sell that account to them, you are cybersquatting. Cybersquatting accounts are subject to immediate cancelation.
- 19. We remove content and may report information related to that content to law enforcement authorities if we become aware of, or believe that, a genuine risk of harm or threat to public safety exists. Our Services may not be used to directly or indirectly threaten or attack others, or to organize or incite violence, harassment, or property damage. Our Services may not be used for hate speech, or to promote or fund such acts. Examples of hate speech include attacking or advocating for the abuse or exclusion of people based on their ethnicity, national origin, political or religious affiliations, gender, sexual orientation, genetic predisposition, disability, medical or physical condition, veteran status, or any other protected classes under applicable law.

- 20. Our Services may not be used to promote or glorify self-harm.
- 21. JKR&Associates.comis committed to inclusion. We are an equal opportunity organization and will not allow discrimination based upon race, color, religion, national origin or citizenship status, sex, gender identity or expression, pregnancy, sexual orientation, age, size, disability, military status, socioeconomic background, or any other status prohibited by applicable law. If you use our Services, you must be willing and able to attest that you do not discriminate on any of the above grounds in order to receive services from us. External evidence, such as negative publicity or social media, that reveals such discrimination, hate speech, or disrespectful or bullying behavior, as determined by us in our sole discretion, may be taken into consideration. We reserve the right to refuse service to anyone for any reason at any time.
- 22. You may not offer goods or services, or post or upload Content, that contravene or that facilitate or promote activities that contravene the laws of the jurisdiction in which you operate or do business.
- 23. You may not offer goods or services, or post or upload Content, that imply or promote support or funding of, or membership in, a terrorist organization.
- 24. You may not offer goods or services, or post or upload Content that exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner, or asking for personally identifiable information.
- 25. You may not offer goods or services, or post or upload Content that is defamatory, obscene, indecent, offensive,

- abusive, or otherwise objectionable. You may not include pornographic or gratuitously graphic violent material.
- 26. We require that all our users respect the intellectual property rights of others. You must have the appropriate rights to any Content you use or include through the use of our Services.

We may, at any time and without notice, remove any Content and suspend or terminate your account or access to our Services if you engage in any of the activities that violate the policies herein, including activities outside of your use of the Services.

We have the right, but not the obligation, to monitor or investigate any Content and your use of the Services at any time for compliance with these terms or any other agreement between you, JKR&Associates.com or related parties governing your use of the Services. Our determination of whether a violation of any of these terms has occurred will be final and binding and any action taken with respect to enforcing this policy or any other terms, including taking now action at all, will be at our sole discretion.

9. Suspension and Termination of Services

9.1. By You. You can terminate your Subscription and delete your account at any time through your account management page if applicable on any given platform, or you can do so by writing us at Info@TheWealthInvestors.com. Such termination and deletion will result in the deactivation or disablement of your account and

access to it, and the deletion of content you collected through use of the Services. Terminations are confirmed immediately and you will not be charged again for that Subscription unless you purchase a new one. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund unless you are terminating these Terms for any of the following reasons: (a) we have materially breached these Terms and failed to cure that breach within 30 days after you have so notified us in writing; (b) a refund is required by law; or (c) we, in our sole discretion, determine a refund is appropriate. For clarity, we will not grant a refund where you have used our Services, unless the termination is due to our material, uncured breach or a refund is required by law. If you cancel a monthly or annual payment, or you choose not to renew, please note that you will lose all access to the content, bonuses, websites, membership areas, and community associated with that monthly or annual offer.

9.2. By JKR&Associates.com. JKR&Associates.com may terminate your Subscription for any reason at the end of a billing cycle by providing at least 30 days' prior written notice to you and you will not be charged for the next billing cycle. GrowthDay may terminate your Subscription for any reason by providing at least 90 days' written notice to you and will provide a pro rata refund for any period of time you did not use in that billing cycle. GrowthDay may immediately suspend performance or terminate your Subscription if you have materially breached these Terms, in our sole discretion, and failed to cure that breach within 30 days after we have notified you in writing of such breach. Additionally, GrowthDay may immediately limit, suspend, or terminate the Services to you: (i) if, in our sole discretion, you fail to comply with these Terms; (ii) if, in

our sole discretion, you use the Services in a way that causes legal liability to us or disrupts others' use of the Services; or (iii) we are investigating suspected misconduct by you. Also, if we limit, suspend, or terminate the Services you receive, depending upon the reason, we will endeavor to give you advance notice and an opportunity to obtain a copy of your Content from that Service. However, there may be time sensitive situations where JKR&Associates.com may decide that we need to take immediate action without notice. JKR&Associates.com will use commercially reasonable efforts to narrow the scope and duration of any limitation or suspension under this Section as is needed to resolve the issue that prompted such action. JKR&Associates.com has no obligation to retain your Content upon termination of the applicable Service.

9.3. Further Measures. If JKR&Associates.com stops providing the Services to you because you repeatedly or egregious breach these Terms, GrowthDay may take measures to prevent your further use of the Services, including blocking your IP address.

10. App Stores.

You acknowledge and agree that the availability of the app(s) associated with our Services is dependent on the third party from which you received the Application license, e.g., the Apple iPhone or Android app stores ("App Store"). You acknowledge that thes terms are between you and JKR&Associates.com and not with the App Store. JKR&Associates.com, not the App Store, is solely responsible for our Services, including the Application, the content thereof, maintenance, support services, and warranty therefore,

and addressing any claims relating thereto (e.g., Services liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with JKR&Associates.com, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using our Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of these terms and will have the right to enforce them.

11. Changes and Updates

11.1. Changes to Terms. You acknowledge and agree that JKR&Associates.com may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. The most current version will always be posted on our website in our Legal and Policy center. If an amendment is material, as determined in JKR&Associates.com sole discretion, we may notify you by email and/or posting it to our website or upon your login to your account. Changes will be effective no sooner than the day they are publicly posted, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions will not apply to any disputes for which the parties have actual notice before the date the change is posted. If you do not want to agree to any changes made to the

Terms, you should stop using the Services, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

- 11.2. Changes to the Services and Services. We are continually changing and improving our Services. JKR&Associates.com may add, alter, or remove functionality from a Service it provides to you at any time without prior notice. JKR&Associates.com may also limit, suspend, or discontinue a Service provided to you at our discretion. If we discontinue a Service, we will give you reasonable advance notice to provide you with an opportunity to obtain a copy of your Content from that Service. JKR&Associates.com may remove content from the Services it provides you at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances. JKR&Associates.com may also change the dates, venues, accommodations, frequency, or event details of its live, in-person seminars or live shows at its discretion without reimbursement as it seeks to provide safe and excellent facilities and service at its events.
- 11.3. Downgrades. Downgrading your account plan may cause the loss of content, features, functionality, or capacity of your account.

12. Disclaimers and Limitations of Liability

12.1. Disclaimers. While JKR&Associates.com strives to provide you with a great experience when using the Services (and we love to please our customers), there are certain things we do not promise

about our Services. We try to keep our Services up, but they may be unavailable from time to time for various reasons. From time to time, JKR&Associates.com may offer new services, "beta" features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at our sole discretion.

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND ANY INFORMATION, GUIDANCE, TOOLS, OR RECOMMENDATIONS THEREIN ARE PROVIDED "AS IS" AND JKR&Associates.com DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

Some of our Content may feature insights or recommendations for businesses. We don't believe in "get rich" programs – only in hard work, adding value, building a real and professional career, and serving others with excellence and constancy. Our programs take a lot of work and discipline just like any worthwhile endeavor or professional continuing education program. Please don't enroll in our programs if you believe in the "money for nothing/get rich quick" myth or ideology; we only want serious people dedicated to real personal and professional development, who want to add value and move humanity forward. As stipulated by law, we cannot

and do not make any guarantees about your ability to get results or earn any money with our ideas, information, tools or strategies. You should know that all Services by our company, and our affiliates, are for educational and informational purposes only. Nothing in our Services is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced through any financial or business-related content are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Making decisions based on any business information presented in our Services should be done with the knowledge that you could experience risk or losses just like any entrepreneurial endeavor. Use caution and always consult your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or your business or finances. You alone are responsible and accountable for your decisions, actions and results in life, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, and under any circumstance.

12.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, JKR&Associates.com, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR (A) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, OR (B) LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY

OTHER LEGAL THEORY, EVEN IF JKR&Associates.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12.3. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF JKR&Associates.com, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID TO JKR&Associates.com FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

12.4. Consumers. We acknowledge that the laws of certain jurisdictions provide legal rights to consumers that may not be overridden by contract or waived by those consumers. If you are such a consumer, nothing in these Terms limits any of those consumer rights.

13. Indemnification

13.1. General. You agree that you are solely and exclusively responsible for the entirety of your Content and your interactions with all JKR&Associates.com users. To the fullest extent permitted

by law, you will indemnify and hold harmless JKR&Associates.com and its affiliates, officers, agents, licensors, teachers, providers, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim regarding or in connection with (a) your or related parties use of the Services; (b) breach of these Terms or violation of applicable law by you, your users, or your Content, websites, mobile applications, or business; or (c) a dispute between you and any third party.

You are solely responsible for your communications and interactions with other users of JKR&Associates.com Services, including on our app or community sites, and you understand that JKR&Associates.com does not attempt to screen, verify or represent any post by other users on our platforms.

You agree that the information contained in or made available through the Services (including but not limited to information contained on livecasts, videos, blogs, message boards, in text files, or in chats) cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, therapeutic, or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the Services. Neither we or our affiliates, nor our partners or any of their affiliates, will be liable for any direct, indirect, consequential,

special, exemplary or any other damages that may result, including but not limited to economic loss, injury, illness or death. You alone are responsible and accountable for your decisions, actions and results in life, and by your use of the Services, you agree not to attempt to hold us liable for any such decisions, actions or results, at any time, under any circumstance.

- 13.2. Intellectual Property. You will defend JKR&Associates.com and its affiliates, officers, agents, licensors, and employees from all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim alleging that any of your Content infringes or misappropriation that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- 13.3. Process. We will (a) endeavor to give you prompt written notice of the claim; (b) permit you to control the defense and settlement of the claim; and (c) reasonably cooperate with you in the defense and settlement of the claim. In no event will you agree to any settlement of any claim that requires a commitment by us, without our written consent.
- 14. Resolving Disputes; Arbitration Agreement; Governing Law.

- 14.1. Resolving Disputes. If you have a concern, we want to first try to address it without needing a formal legal case. Before filing a claim against JKR&Associates.com, you agree to try to resolve the dispute informally by contacting Info@TheWealthInvestors.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, or another duration JKR&Associates.com determines, you or JKR&Associates.com may bring a formal proceeding.
- 14.2. Judicial Forum for Disputes. You and JKR&Associates.com agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in Palm Coast, Florida, subject to the mandatory arbitration provisions below. Both you and JKR&Associates.com consent to venue and personal jurisdiction in such courts. If you reside in a country (for example, a member state of the European Union) with laws that give consumers the right to bring disputes in their local courts, this paragraph doesn't affect those requirements.
- 14.3. Mandatory Arbitration Provisions. IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree to Arbitrate. You and JKR&Associates.com agree to resolve any claims relating to these Terms or the Services through final and binding arbitration by a single arbitrator, except as set forth under Exceptions to Agreement to Arbitrate below. This

includes disputes arising out of or relating to interpretation or application of this "Mandatory Arbitration Provisions" section, including its enforceability, revocability, or validity.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate within 30 days of first registering your account by contacting us at Info@TheWealthInvestors.com.

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in Palm Coast, Florida, the United States county where you live or work, or any other location we agree to, in person or virtually. The AAA rules will govern payment of all arbitration fees. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address.

Exceptions to Agreement to Arbitrate. Either you or JKR&Associates.com may assert claims, if they qualify, in small claims court in Palm Coast, Florida. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of Palm Coast, Florida to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. If this specific paragraph is held unenforceable, then the entirety of this "Mandatory Arbitration Provisions" section will be deemed void.

14.4. Governing Law. These Terms, will be governed by U.S. or Puerto Rico law except for its conflicts of laws principles. However, some countries (including those in the European Union) have laws that require agreements to be governed by the local laws of the consumer's country. This paragraph doesn't override those laws.

15. Other Terms

15.1. Assignment. You may not assign these Terms or your rights to use our Services without JKR&Associates.com prior written consent, which may be withheld in our sole discretion. GrowthDay may assign these Terms at any time without notice to you.

15.2. Entire Agreement. These Terms, and any other policy located in our Legal and Policy Center constitute the entire agreement between you and JKR&Associates.com, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter.

15.3. Independent Contractors. The relationship between you and JKR&Associates.com is that of independent contractors, and not legal partners, employees, or agents of each other. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors). You will not imply any relationship or affiliation between us and you.

15.4. Interpretation. The use of the terms "includes", "including", "such as", and similar terms, will be deemed not to limit what else might be included.

15.5. No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

15.7. Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

15.8. Third Party Beneficiaries. There are no third party beneficiaries to these Terms.

15.9. Survival. The following sections will survive the termination of these Terms: 1, 2.2, 3, 10, 12, 13, 14, and 15.

15.10. Language. These Terms are prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by applicable law.

Contact: Email anytime at Info@TheWealthInvestors.com.