

Terms and Agreements

Last Updated: 3/2/2024

This Agreement is legally binding. It is your responsibility to read this document fully and carefully prior to your use or access of any of our Programs, Products and Services collectively referred to moving forward as PROGRAM(S).

PROGRAM DESCRIPTION: Your purchase of the Insecurity Detox Program includes the following:

- 12 Weekly Modules for your own reflection and personal growth
- A weekly one-hour live group coaching call with Karla (recording will be available if unable to attend)
- Ability to interact with Karla and others in the Insecurity Detox Cohort in Private Slack Community
- Insecurity Detox Workbook and Journal

PRICING: The cost of the basic program is \$1595 and the VIP Program is \$1895. There are two payment plan options (3 and 6 months as well), please review the terms and conditions below.

REFUNDS: You understand that all program purchases with Thrivewell, LLC are refundable prior to April 1, 2024. Once the first day of the program launches, the PROGRAM is non-refundable due to the nature of the program.

PAYMENT PLAN AND LATE PAYMENTS: Fees for this program are due in full or, if you signed up for a payment plan, according to the payment plan agreement. By signing up for a payment plan, you have authorized Thrivewell, LLC the continued access to your financial information stored by our third-party financial processing company, Stripe, until your payment plan is complete. Late payments are subject to a 3% interest charge per month for any outstanding sum left unpaid. For all payments that are more than 60 days outstanding, Thrivewell, LLC, reserves the right to send you to collections, upon which you will owe the total amount of all outstanding payments, plus any collection costs including reasonable legal fees. You understand that certain payment plans last longer than the duration of the PROGRAMS, and if you signed up for one of these 6-, 8-, 10-month, or longer payment plans they will continue despite the completion of the program. In the event you chose to dispute a transaction with your financial institution, we reserve the right to present proof of your access to the PROGRAMS and this Legal Agreement to the financial institution investigating the dispute.

INTELLECTUAL PROPERTY: You understand that Thrivewell, LLC owns the rights to the materials, paid or free, presented as part of or related to the PROGRAM(S). You are not allowed to reproduce any part of our website, program, products, service materials, or related communications or share these materials with anyone else.

You are receiving a limited, non-transferable, non-exclusive, revocable license to access the content or materials in the PROGRAM. You may access, download, and print the materials as required. You may NOT re-sell or trade your access, share the offering with anyone else, republish the offering in part or in whole, reproduce, edit, remix, alter in part or whole for distribution as your own work, or use our offering in an unlawful way.

DISCLAIMER: You completely understand that Thrivewell, LLC services and materials and all aspects of the PROGRAM do not constitute or create a doctor-patient, therapist-patient, or other healthcare professional relationship. Further, the PROGRAM is for educational and informational use only and shall not constitute medical, legal, tax, or financial advice. You also understand may be both a medical and behavioral health professional, but is not acting as a medical professional, therapist, lawyer, CPA, or legal authority in relation to the PROGRAMS and does not protect my business in this regard. You understand that the services, communications, materials, and information provided during the PROGRAM are in no way intended to diagnose, cure, or treat any medical or health condition. If Karla Coughenour suspects the existence of disease, disorder, or condition, you will be informed of this suspicion. However, you acknowledge this is not a diagnosis or conclusion about the state of my health and that you are directed to promptly consult a licensed Physician, Therapist, or Psychologist about any suspected problems. The PROGRAM will not be used in place of my physician's, therapist, or psychologist recommendations. You also understand that while the Company makes every effort to make accurate statements Thrivewell, LLC cannot guarantee that all materials are accurate and up to date. You understand that any use of the materials provided is at your own risk. If you see errors or omissions, please let us know at info@karlacoughenour.com

INCOME DISCLAIMER: You understand that the services, communications, materials, and information provided by Thrivewell, LLC are in no way intended to promise health or relational outcomes, sales or income. Health and relational outcomes and actual income results may vary. Your unique circumstances such as your background, field of interest, level of effort, and other factors outside of Thrivewell, LLC control will impact your results. Further, any testimonials shared with you are not indicative of typical performance.

WARRANTY DISCLAIMER: YOU UNDERSTAND THAT ALL PROGRAMS ARE PROVIDED "AS IS" AND WITHOUT A WARRANTY EITHER EXPRESSED OR IMPLIED. WE DO NOT EXPRESS OR IMPLY THAT PROGRAMS ARE FIT FOR A CERTAIN USE, FREE OF ALL ERRORS OR ADMISSIONS, OR FREE OF COMPUTER VIRUSES. WE DO NOT WARRANT OR MAKE REPRESENTATIONS OF THE USE OR THE RESULTS OF THRIVEWELL, LLC.

RELEASE OF USE OF IMAGE AND LIKENESS: You warrant and represent that you own the copyright to any materials, including images, that you provide by default or voluntarily related to the PROGRAMS. You grant Thrivewell, LLC a commercial license to any images(s), video(s), and content you provide by default or voluntarily as part of the Offering or by our request. By providing these materials You voluntarily release your image and likeness which may be used by Thrivewell, LLC for reasonable future business use. We are not required to notify you or anyone in the photographs of our use and publication of your image or likeness that was

submitted by default or voluntarily. You have no right to confidentiality unless otherwise explicitly stated in writing.

LIMIT OF LIABILITY: THRIVEWELL, LLC WILL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR THE INFORMATION, PRODUCTS, OR MATERIALS THAT YOU RECEIVE THROUGH OR IN RELATION TO THE PROGRAMS. WE DO NOT ASSUME LIABILITY FOR ANY THIRD-PARTY CONDUCT, ACCIDENTS, DELAYS, HARM, OR OTHER DETRIMENTAL OR NEGATIVE OUTCOMES AS A RESULT OF YOUR ACCESS TO THE PROGRAMS AND RELATED MATERIALS.

UNDER NO CIRCUMSTANCE (INCLUDING NEGLIGENCE) SHALL THRIVEWELL, LLC BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH), OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM THE USE, OR INABILITY TO USE, PROGRAMS OR RELATED MATERIALS. WHEN YOU USE OUR PROGRAMS OR ANY OTHER INFORMATION PROVIDED BY THRIVEWELL, LLC. YOU ARE ACTING AT YOUR OWN RISK AND WE ASSUME NO RESPONSIBILITY.

IN NO EVENT SHALL THRIVEWELL, LLC TOTAL LIABILITY UNDER ANY THEORY OF LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY, OR EXPENSE (INCLUDING LEGAL FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR EXCEED THE LESSER OF THE AMOUNT PAID BY YOU, IF ANY, FOR THE RIGHT TO ACCESS PROGRAMS OR \$200.

INDEMNIFICATION: You agree to indemnify and hold harmless Thrivewell, LLC and its employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or related to the PROGRAMS, including legal fees and expenses.

ASSUMPTION OF RISK: By accessing the PROGRAMS or any other materials provided free of charge, you assume all the risk of your access and any subsequent actions you choose to take because of the influence, information, or educational materials provided to you.

EXPECTATIONS: By joining this program, you agree that you are 100% committed and ready to take the steps required to prioritize this program and achieve your goals. You also agree that you will join each coaching session on time and without distractions.

CANCELLATION AND RESCHEDULING: If you have purchased a VIP Package, you may reschedule a call provided you provide at least 24 hours of notice. Appointments that are changed within 24 hours of their start, or further appointments where you are more than five (5) minutes late are considered a “no show” and the call will be forfeited. All the Three (3) calls must be completed during the Three (3) Month PROGRAM and any calls that are still outstanding at the end of the program will be forfeited. You may book one call per month. There will not be a refund for any forfeited calls.

FORCE MAJORE: Thrivewell, LLC may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of the company that materially affects the performance of Services, such as: an act of God (fires, explosions, earthquakes, hurricane, natural disasters, flooding, storms, infestation, plague, or other similar occurrences), or War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not), or any hazardous situation created outside the control of Thrivewell, LLC such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

GOVERNING LAW: The laws of Virginia govern all matters arising under or relating to this Agreement, including torts.

NOTICE: Parties shall provide effective notice ("Notice") to each other, including any payments or invoices, via email at info@karlacoughenour.com or the email you used to sign up for the PROGRAMS.

SEVERABILITY: If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each Party remain legal and enforceable.

MERGER: This Agreement constitutes the final, exclusive agreement between the Parties on the matters contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

AMENDMENTS: The Parties may amend this Agreement only by the Parties' written agreement with proper Notice.

ASSIGNMENT: Neither Party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided in this Agreement.

TITLES: The titles and section headers in this Agreement are provided for convenience only and should not be construed as part of this Agreement.

DISPUTE RESOLUTION: Any controversy or claim arising out of or relating to this contract, or the breach of this Agreement, will be settled by alternative dispute resolution (ADR) prior to a formal complaint. ADR includes arbitration or mediation administered by an authorized entity, such as the American Arbitration Association, in accordance with its Commercial [or other] Arbitration Rules. Any judgment on the award rendered by the arbitrator(s) or mediator(s) may be entered in any court having jurisdiction over this Agreement and related dispute resolution proceedings.