



TERMS OF PURCHASE – ‘Smart Money Accountability Coaching, LLC’

By clicking “Buy Now,” “Purchase,” “Pay”, entering your credit card information through Paypal, Zelle, Square, or any other means electronically, verbally, you agree to be provided with products, programs, or services by Monique Ellis, representative of Smart Money Accountability Coaching, LLC and you are entering into a legally binding agreement, subject to the following terms and conditions:

1. TERMS

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with Scope of Work to those contained therein and/or provided for by Monique Ellis, representative for Smart Money Accountability Coaching, LLC
- (b) Coach reserves the right to substitute services equal to or comparable to the e-course for Get Off the Bench if reasonably required by the prevailing circumstances.
- (c) Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives set.
- (d) The E-course includes the following:
 - 4 LIVE calls (Plus recordings: made available within 24 hours)
 - 2 follow-up calls (15-20 mins) with Monique Ellis (during 14 days following the end of class)
 - Facebook Group Access during 4 Weeks of the class

2. METHODOLOGY

Client agrees to be open minded to Coach’s methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the educational e-course. Coach may revise methods or parts of the training course based on the needs of the Client.

3. DISCLAIMERS

By participating in the E-course, Client acknowledges that the Coach is not certified public accountant, attorney, portfolio manager and his/her services do not replace the need and/or guidance of other professionals. The information in this e-course is in no way to be construed as investment advice but rather financial education. The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as life insurance, portfolio management, estate planning, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or



consequences that may result, either directly or indirectly, from any information or services provided by a third-party. Any testimonials, earnings, or examples shown through Coach's sales page are only examples of what may be possible for Client.

There can be no assurance as to any particular outcome based on the use of Coach's programs, courses, and/or services.

4. PAYMENT AND REFUND POLICY

- (a) Upon execution of this Agreement, Client agrees to pay the Coach the full purchase amount.
- (b) Coach does not offer refunds to ensure that clients are fully committed to the e-course.
- (c) If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on coach's website or otherwise provided to Client.
- (d) Credit Card Authorization. Each Party here acknowledges that Coach will charge the credit card chosen by the Client.
- (e) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and live training calls. If the Client has not paid within fourteen (14) days, Coach has the right to terminate the agreement.

5. INTELLECTUAL PROPERTY RIGHTS

In respect of the documents specifically created for the Client as part of this e-course, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used whether finished or unfinished. Client receives one license for personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement. The Coach reserves the right to immediately remove Client from the Program, without refund, if you are caught violating this intellectual property policy.

6. RECORDING AND REDISTRIBUTION OF CALLS

Client acknowledges that group LIVE sessions are recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach.

7. NON-DISPARAGEMENT

The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither client nor any of client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise,



that might reasonably be construed to be derogatory or negative toward, the Coach or any of its programs, e-courses, affiliates, subsidiaries, employees, agents or representatives.

8. GOOD FAITH

Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

9. DISCLAIMER OF WARRANTIES

The information, education, and coaching provided to the Client by the Coach under this Agreements are provided on an “as-is” basis, without any warranties or representations expressed, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

10. LIMITATION OF LIABILITY

By using Smart Money Accountability Coaching, LLC services and purchasing this e-course, Client accepts any and all risks, foreseeable or unforeseeable, arising from such a transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the e-course. Client agrees that use of this e-course is at user’s own risk.

11. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties.