

Worthy to Win Service Agreement

SECTION 1 – DESCRIPTION OF SERVICE Subject to the provisions contained herein, and effective the date of registration and payment. Worthy to Win hereby grants to Customer a non-exclusive license to use the proprietary Worthy to Win training system, and associated services, with the specific services and products as specified below,

SECTION 2 – PAYMENT TERMS AND OPTIONS Customer agrees to pay the quoted fee for a one-time purchase, plus any recurring monthly fee for services billed on a monthly basis in total for all services specified in SECTION 1. Customer shall maintain confidentiality regarding the terms of this agreement. The payment of recurring fees will commence as specified in SECTION 1 if applicable. Customer agrees that no access to the Worthy to Win training system, services or activities will begin prior to receipt by Worthy to Win of payment for the initial payment as specified in SECTION 1. Customer further agrees to pay all recurring fees via the options selected on the first business day of each payment period listed for services provided during that period.

SECTION 3 – DURATION OF AGREEMENT

For the eight-step one on one process this agreement shall be for an initial term beginning on the 1st day of registration and continue without interruption for 8 -10 weeks from that date. If the customer has purchase the 8-step process on a monthly basis the agreement will continue for a four month time-frame. The eight-step online course is a subscription agreement and lasts for a 12-month period unless specified differently. If a customer desires to cancel their subscription agreement or monthly training package a requirement is to notify Worthy to Win, LLC in writing 30 days in advance.

SECTION 4 – LICENSE, USE AND CONFIDENTIALITY

4.1. LICENSE. Worthy to Win hereby grants to Customer a non-exclusive, non-transferable license (the "License") to use The Worthy to Win training system according the specified service offerings in SECTION 1, subject to the terms and conditions contained herein. This Agreement may not be assigned, sub licensed, or transferred by the Customer without prior written consent from Worthy to Win.

4.2 USE. The Worthy to Win training system may be used to the personal benefit of Customer in the services package as specified in SECTION 1. In no event shall the Worthy to Win training system be used to provide information by or for the benefit of third parties. The Customer may not copy, reverse engineer or otherwise reproduce the Worthy to Win training system or any part thereof. The Customer may not reproduce The Worthy to Win training system and acknowledges that all titles, trademarks, trade names, copyright notices, and other proprietary information of Worthy to Win are retained.

4.3. CONFIDENTIALITY. The ideas, design, and programs contained in The Worthy to Win training system are confidential, proprietary information and trade secrets that the Customer will receive in confidence. The Customer shall not in any manner or form disclose, provide or otherwise make available, in whole or in part, any part of The Worthy to Win training system to any third parties. The obligations expressed within Section 4 shall survive termination of Agreement. The Customer will use the same standard of care, and will bind their associates to such standard, to prevent disclosure of such confidential information contained in The Worthy to Win training system to protect the Worthy to Win training system confidential information and trade secrets.

SECTION 5 – LIMITS OF LIABILITY

5.1 USE OF THE WORTHY TO WIN TRAINING SYSTEM. Customer expressly agrees that use of The Worthy to Win training system is at customer's sole risk. Neither Worthy to Win, its affiliates nor any of its respective employees, agents, third party content providers or licensors warrant that The Worthy to Win training system will generate the expected results; nor do they make any warranty as to the results that may be obtained from use of The Worthy to Win training system or as to the accuracy, reliability or content of any information, service or products provided through The Worthy to Win training system.

5.2 NO WARRANTY/REFUNDS The Worthy to Win training system is provided on an "as-is", "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or

fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. No refunds will be given at any time for any reason. 5.3 DISCLAIMERS OF LIABILITY. The disclaimers of liability contained in this section 4 apply to any damages or injury caused by any failure of performance, error, omission, interruption, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Customer specifically acknowledges that Worthy to Win is not liable for the defamatory, offensive or illegal conduct of other users or third parties and that the risk of injury from the foregoing rests entirely with the Customer. 5.4 NON-LIABILITY OF PERSONS OR ENTITIES. In no event will Worthy to Win or any person or entity involved in creating, producing or distributing The Worthy to Win training system be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use The Worthy to Win training system or out of the breach of any warranty. Customer hereby acknowledges that the provisions of this section 5 shall apply to all content and features of The Worthy to Win training system. The Worthy to Win training system liability to customer, if any, shall in no event exceed the total amount paid for use of The Worthy to Win training system. 5.5 CUSTOMER RESPONSIBILITY. Under no circumstances will Worthy to Win, or any person or entity involved in creating, producing or distributing The Worthy to Win training system be liable for any loss or damage caused by customer's reliance on information obtained through either the content found via The Worthy to Win training system or any source connected to The Worthy to Win training system. It is customer's responsibility to evaluate the accuracy, completeness or usefulness of any information or other content available through The Worthy to Win training system. 5.6 NON-ENDORSEMENT. Provider does not endorse, warrant or guarantee any products or services offered through vendors whose information appear via The Worthy to Win training system or through any source connected to The Worthy to Win training system. Provider will not be a party to or in any way monitor any transaction between customers and third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, customer should exercise caution where appropriate.

SECTION 6 – MISCELLANEOUS PROVISIONS 6.1 SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representative, successors, and assigns of the parties. 6.2 DEFAULT. In the event of a default under this Agreement, the defaulted party shall reimburse the non-defaulting party or parties for all costs and expenses reasonably incurred by the non-defaulting party or parties in connection with the default, including without limitation attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to the Agreement, the prevailing party or parties shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including without limitation, reasonable attorney's fees at the trial level and on appeal. 6.3 SEVERABILITY. No waiver of any provision of this Agreement shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by both parties. 6.4 GOVERNING LAW. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Utah. 6.5 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior agreements, representations, and understandings of the parties whether verbal or written. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties. 6.6 HEADINGS. The headings of the several sections and subsections of this Agreement are inserted only as a matter of convenience and for reference, and they in no way define, limit or describe the scope or intent of any provision of this Agreement, nor will they be construed to affect, in any manner, the terms and provisions hereof or the interpretation or construction thereof.

Worthy to Win, LLC