

# Terms and Conditions

The following Terms and Conditions (the "**Agreement**") are entered into by and between You ("**Customer**" or "**You**") and Nichole M. Beamer ("**Beamer**", "**I**", or "**Me**").

## **Digital Products, Membership Program, and Communities**

Should You purchase a digital Products, invest in a membership program, or join the Dreamwinder Guardians' Community on the Dreamwinder Manor website ([www.dreamwinder.com](http://www.dreamwinder.com)) ("**Dreamwinder Manor**"), Beamer agrees to provide You with access to said digital Products, membership program, and/or community (collectively the "**Products**"). As a condition of gaining access to the Products, You agree to be bound and abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

## **Effective Date**

This Agreement shall commence and be enforceable with respect to each Customer upon the date that Customer initially registers for the Products.

## **Copyright & Privacy Policies**

Dreamwinder Manor's Copyright and Privacy Policies are hereby incorporated by reference into this Agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to You. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

## **Fees**

In consideration of Your access to the Products, You may choose between one of several payment options (“**Payment**”). These options will be clearly outlined and shall commence and be enforceable with respect to each Customer upon the date that Customer initially registers for the Products.

## **Renewal Payment Authorization**

Should You purchase a Dreamwinder Manor membership, it will renew automatically and at a set frequency in accordance with the terms of your Payment renewal agreement (“**Payment Renewal**”), determined at the time of purchase. You hereby authorize Beamer to charge Your credit card or debit card automatically according to the terms set forth in the Fees section above and according to the terms of Payment Renewal.

## **Coupons & Other Discounts**

From time to time, Beamer may choose to offer coupons, run special promotions, or otherwise put Products and Products on sale. If You purchase using a coupon or during a promotion or other sale, You agree to pay the fees set forth during the checkout process at the time of Your purchase. All other elements of these Terms & Conditions shall apply to such purchases without change.

## **Cancellation Policy**

Products are offered on an ongoing basis. Memberships are offered with an auto-renewing subscription. You may cancel Your subscription at any time by following the instructions in the membership portal or emailing [nichole@dreamwinder.com](mailto:nichole@dreamwinder.com). Your

subscription shall be terminated immediately upon cancellation, You will lose access to all aspects of the membership immediately regardless of how much time is left in Your subscription period, and You shall not receive a refund. You shall not be charged after a cancellation.

## **Refund Policy**

Beamer does not offer refunds.

## **The Products**

As part of the Products, Beamer shall provide various incentives to Customer, including but not limited to the following:

*Access To Holding Area* – Beamer shall maintain a Holding Area that may include podcast episodes, forms, journaling sheets or booklets, audio downloads, and other digital media. You shall have access to this Holding Area indefinitely, or until such time as you cancel Your subscription in the Products.

*Access To Private Discussion Group* – Beamer shall maintain the Dreamwinder Guardians' Community, a Private Group ("**Group**") that You will have access to indefinitely as a member of the Products. The Group provides a forum for You to connect with other Products participants and seek creative support. Members of the Group will seek to interact with Products participants in the group, but Beamer does not make any guarantees about participation by any of the Dreamwinder Manor employees, founders, or members in the Group. You are required to abide by any and all rules posted in that Group. If You fail to abide by those rules, You will forfeit Your right to participate in that Group.

*Group Events* – As a member of the Products, You will have access to monthly events and discussions with the other members. Beamer shall provide You with details about how to participate in these sessions.

*Bonuses* – From time to time, Beamer may offer bonuses to individuals who sign up for the Products. You shall be entitled to any bonuses offered to You at the time of registration.

*Other Forms of Media* – Beamer will also provide digital downloads, audio downloads, visual content, and other forms of media.

### **Ownership Of All Intellectual Property**

All content included as part of the Products, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Products, is the property of Beamer or her suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Dreamwinder Manor name, the Dreamwinder Manor logo, the Dreamwinder Manor slogan, and all related names, logos, Products and service names, designs, and slogans are the property of Beamer, or her affiliates or licensors. You must not use such marks without the prior written permission of Beamer. All other names, logos, Products and service names, designs and slogans in the Products are the property and/or trademarks of their respective owners.

Your participation in the Products does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Products, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Products content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Products.

The Dreamwinder Manor content owned solely by Beamer is not for resale. Your participation in the Products does not entitle You to make any unauthorized use of any protected content, and in particular You will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for Your individual use, and will make no other use of the content without the express written permission of Beamer, the copyright owner. You agree that You do not acquire any ownership rights in any protected content. We do not grant You any licenses, express or implied, to the intellectual property of Beamer or my licensors except as expressly authorized herein.

You hereby agree that any infringement of Beamer's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if You violate Beamer's intellectual property rights, Your access to the Products will be terminated immediately, and You shall not be entitled to a refund of any portion of the fees.

### **Confidentiality**

Beamer respects the privacy of customers of Dreamwinder Manor and will not disclose any information You provide except as set forth in this Agreement, and as set forth in the Dreamwinder Manor Privacy Policy, incorporated herein by reference. As a condition of participating in the Products, You hereby agree to respect the privacy of other Products participants and to respect Beamer's confidential information.

Specifically, You shall not share any information provided by other Products participants outside of the bounds of the Products unless You receive express written permission from such other participants to share the information. Similarly, the content of the Products contains Beamer's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Products with anyone other than Beamer, her employees, and other Products participants.

### **Materials Provided By You During The Products**

Beamer does not claim ownership of the information or materials You may provide in ratio to Your purchase of the Products (including feedback and suggestions) or post, upload, input, or submit to any Website or associated services (collectively "**Submissions**").

However, by posting, uploading, inputting, providing, or submitting Your Submissions, You are granting Beamer, any affiliated companies, and necessary sub-licensees permission to include Your Submissions in the Products going forward.

In other words, Beamer has the right to include Your Submissions – including any audio or video recordings of You participating in any event as part of the Products – in the Products going forward.

No compensation will be paid with respect to the use of Your Submissions, as provided herein. Beamer is under no obligation to post or use any Submissions You may provide and may remove any Submissions at any time in Beamer's sole discretion.

By posting, uploading, inputting, providing, or submitting Your Submissions, You warrant and represent that You own or otherwise control all of the rights to Your Submissions as

described in this section including, without limitation, all the rights necessary for You to provide, post, upload, input, or submit the Submissions.

### **Personal Responsibility**

By participating in the Products, You accept personal responsibility for the results of Your actions. You agree that Beamer has not made any guarantees about the results of taking any action, whether recommended in the Products or not. Beamer provides immersive stories, podcasts, films, and other media types intended to support participants in the Products in developing their natural and inherent artistry. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of Beamer.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether participants of the Products or otherwise - applying the principles included in the Products do not guarantee that You or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available in the Products. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policies suggested or recommended in the Products.

### **No Warranties**

Beamer makes no warranties regarding the performance or operation of the Products, including any technological aspects of the Products. Beamer further makes no representations or warranties of any kind, express or implied, as to the information,

contents, materials, documents, audio, video, books, and/or services included in or through the Products. To the fullest extent permissible under the law, Beamer disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

You agree to absolve and do hereby absolve Beamer of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the Products and/or any information and resources contained in the Products. You agree that Beamer shall not be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Products.

The information, software, Products, and/or services included or available through the Products may include inaccuracies or typographical errors. Changes or updates may - from time to time - be added to the Products. Beamer and/or her suppliers may make improvements and/or changes in the Products at any time.

Beamer and/or her suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, Products, services, and related graphics contained in the Products for any purpose. To the maximum extent permitted by applicable law, all such information, software, Products, services, and related graphics are provided "as is", without warranty or condition of any kind. Beamer and/or her suppliers hereby disclaim all warranties and conditions with regard to this information, software, Products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall Beamer and/or her suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Products, with the delay or inability to use the Products or related service, the provision of or failure to provide services, or for any information, software, Products, services, and related graphics obtained through the Products, or otherwise arising out of the use of the Products, whether based on contract, tort, negligence, strict liability, or otherwise, even if Beamer or any of her suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Products or any portion of it, Your sole and exclusive remedy is to discontinue using the Products.

### **Choice of Law & Choice of Forum**

The Parties agree that this Agreement shall be construed under the laws of Texas regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in Dallas, Texas under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such a forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## **Termination And Access Restriction**

Beamer reserves the right, in her sole discretion, to terminate Your access to the Products and the related services or any portion thereof at any time, if You become disruptive to Beamer or other Products participants, if You fail to follow the Products guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

## **Miscellaneous Clauses**

The Parties further agree:

*Entire Agreement.* This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

*Amendments.* No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

*Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

*Waiver.* No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except

as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

*Relationship of the Parties.* The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

*No Third-Party Beneficiaries.* This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

*Indemnification.* Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, any of their employees and/or agents for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising from the Indemnifying Party's (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

*Force Majeure.* Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion,

governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic and pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.