

## PURE VITALITY PRACTITIONER COURSE AGREEMENT

This Agreement is being made between PureVitalityUniversity.com (herein referred to as "Pure Vitality") and the individual whose signature appears at the bottom of this document ("Client" or "you"). The Client agrees to abide by all policies and procedures as outlined in this Agreement as a condition of his/her participation in the Program. We both legally agree to the following:

### PROGRAM DESCRIPTION

Your Pure Vitality Practitioner Course ("Program") includes:

- 12 modules that include video lessons, transcripts, PDF documents, and audio recordings
- Access to a private Facebook group
- Access to monthly Q&A calls

### FEES

The fee for the Pure Vitality Practitioner Course is \$4997. You may choose to make 1 payment of \$4997, 6 installments of \$897 or 12 installments of \$497. Failure to complete payments in a timely way will result in the removal of you from the course.

(Choose one):

- Pay in Full \$4997
  - Pay in Full 48 hour discount \$4500
  - 12 payments of \$497
  - 12 payments 48 hour discount of \$455 (discount payment plan)
- If paying in full, you agree that your investment is \$4997 and must be made upon enrollment in the Program.
  - If you pay in full within 48 hours after our discovery call, you agree that your investment is \$4500 and must be made upon enrollment in the Program (save \$497).
  - If paying in 12 installments, you agree that payment of the first of 12 installments in the amount of \$497 must be made upon enrollment in the Program, and 11 subsequent monthly payments in the amount of \$497 will be due in 1 month increments from the date of the first payment, for a total of \$5964.

- If paying in 12 installments within 48 hours after our discovery call, you agree that payment of the first of 12 installments in the amount of \$455 must be made upon enrollment in the Program, and 11 subsequent monthly payments in the amount of \$455 will be due in 1 month increments from the date of the first payment, for a total of \$5460.

## METHODS OF PAYMENT

If Client elects to pay by monthly installments, Client authorizes Pure Vitality to charge Client's credit card or debit card. If Client elects to pay in FULL, Client may pay by credit card or debit card. When paying by debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt.

If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3 day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within the 3 day grace period, the Program will automatically terminate and you will no longer be granted access.

## REFUNDS

We want you to be satisfied with your Program. We offer a 30 day trial period for your Program. In the event that you decide the Program was not the right decision for you, within 30 days of enrollment, simply let us know you'd like a refund by the 30th day at 11:59 EST by emailing us at [getpurevitality@gmail.com](mailto:getpurevitality@gmail.com) and we will refund your full payment or installment.

We will NOT provide refunds more than 30 days following the date of purchase. Whether by paying in full or by installment, your signature below indicates that you agree and understand that you are responsible for full payment of the Fees for the Program regardless of whether you complete the Program. If you selected to pay by installments and you do not request a refund within 30 days of the date of enrollment, you are required to complete the remaining payments of your payment plan.

## CONFIDENTIALITY AND NON-DISCLOSURE

Pure Vitality respects your privacy and insists that you respect Pure Vitality's confidentiality and the confidentiality of other Program participants. We mutually agree not to disclose to any other person or entity any information shared by you, Pure Vitality or any other Program participant during the Program ("Confidential Information"). We both agree not disclose any Confidential Information that shared during the Program to anyone else unless: (1) they have a

legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) express written advance permission has been provided. All Confidential Information and proprietary information obtained during the Program belongs solely and exclusively to the individual or company that shared it.

We both agree and understand that we are to keep confidential any information shared by any Program participant during the Program, including during discussions on the forum or otherwise. We both also agree not to disclose, reveal or make use of any information on any transactions, during discussions on the forum or otherwise. You understand and agree that while Pure Vitality will not disclose any Confidential Information that you share during the Program with any third parties, we cannot guarantee that other Program participants will not disclose such information, whether advertently or inadvertently, outside of the Program and therefore we cannot be held liable for any such disclosure.

#### INTELLECTUAL PROPERTY

The Pure Vitality Practitioner Course is copyrighted and original materials that have been provided to Client are for Client's individual use only and with a single-user license. All intellectual property, including Pure Vitality's copyrighted program and/or course materials, shall remain the sole property of Pure Vitality. Any disclosure, reproduction, and sale of these material by anyone but Pure Vitality is strictly prohibited and you agree not to share, disclose, sell, reproduce, copy or use the copyrighted and original materials for commercial purposes or in any way that makes you money. You agree that such proprietary material is solely for your own personal or your own business use with your clients, and may only be used by you as authorized by Pure Vitality. No license to sell or distribute the Pure Vitality's materials is granted or implied.

#### CLIENT RESPONSIBILITY

This Program is developed for strictly informational and educational purposes ONLY. You accept and agree that you are 100% responsible for your progress and results from the Program. We make no representations, warranties or guarantees verbally or in writing that you will obtain any specific results. You understand that because of the nature of the Program and the unique nature of each individual, the extent of the results experienced may significantly vary.

#### DISCLAIMER

You understand that Becky Mauldin (herein referred to as "Becky") and Marie Elam (herein referred to as "Marie"), PureVitalityUniversity.com, and Pure Vitality are not a doctors, licensed

physicians, therapists, or psychotherapists. We have used care in preparing the information provided to you, but this Program and our Program materials are being provided as self-help tools for your own use and for informational and educational purposes only.

There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that we are not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program.

You understand that your participation in this Program is not intended to treat or diagnose any disease, illness, or ailment. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice in any way. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer.

Do not start or stop taking any medications because of anything you have read or received through this Program. Any recommendations or suggestions made during this Program are simply offered for educational purposes, and you need to check with your own medical professional before using any recommendation of practices or products on, in or near your body in any way.

You also understand that Pure Vitality, Becky and Marie have not promised, shall not be obligated to and will not: (1) procure or attempt to procure employment of business sales for Client; (2) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (3) introduce you to our network of contacts.

#### LIMITATION OF LIABILITY, INDEMNIFICATION, AND RELEASE OF CLAIMS

Pure Vitality, Becky and Marie will not be held responsible in any way for the information that you request or receive through this Program, including our services, products, and Program materials and any other information you have received from or through us related to this Program. You accept any and all risks, foreseeable or unforeseeable and you agree that you fully and completely hold harmless, indemnify and release us from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against us in the future that may arise from your participation in the Program, including all services, products, and Program Materials, to the extent permitted by applicable law. Pure Vitality assumes no responsibility for errors or omissions that may appear in any of the Program materials.

## DIPLOMA AND GRADUATION REQUIREMENTS

This Program is accredited with the American Association of Drugless Practitioners, which means that upon graduation, you are eligible to be board certified through the AADP. (The application fees for AADP registration and membership are separate from the Program's tuition and fees and are not included as a part of this Program.)

In order to earn your diploma and graduate from the Program successfully, you must fulfill the following graduation requirements ("Graduation Requirements"):

- \* Get an 80% or higher overall grade on the tests in each module
- \* Submit 6 completed health evaluations
- \* Submit proof of 1 coaching session, 1 class, and 1 discovery session with a client
- \* Make all payments for the Program in a timely manner in accordance with this Agreement.

Pure Vitality, in our sole discretion, will determine whether the above Graduation Requirements have been completed successfully. Upon the successful completion of the Graduation Requirements, you will receive a diploma stating that you have completed the Program and graduated from the Pure Vitality Practitioner Course.

## OTHER IMPORTANT TERMS

Termination: If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 3 days in advance by e-mail. Even after termination by either of us, all of the terms of this Agreement, including all of the Fees, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future.

Notice: All correspondence or notice required regarding the Program shall be made to us by e-mail at [getpurevitality@gmail.com](mailto:getpurevitality@gmail.com) and to you at the e-mail address you provided during your enrollment in the Program. Should your e-mail address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 3 days of any change.

Entire Agreement, Assignment, Survivability and Waiver: This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If Pure Vitality chooses to waive or not enforce one or more terms of this Agreement, it does not in any way limit our right to later enforce every part of this Agreement.

Governing Law: This Agreement shall be construed according to the laws of Douglas County in the State of Georgia.

Dispute Resolution: Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we are unable to seek resolution in 14 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in Douglas County in the State of Georgia where our principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Non-Disparagement: If there is a dispute between us, you agree to not publicly or privately make any negative or critical comments about the Program, Pure Vitality, Becky or Marie, or to communicate with any other individual, company or entity in a way that disparages the Program or harms our reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

By signing this Agreement, you acknowledge that you have read, understand, agree to and accept all of the terms in this Agreement. Electronic signatures of this Agreement are permitted and enforceable. You agree that you have had the opportunity to ask any questions prior to signing, and your signature indicates that you are in agreement with all of the terms of this Agreement. You also verify that you have read and received a copy of this Agreement.

CLIENT

PURE VITALITY

Print Name: \_\_\_\_\_

Names: Becky Mauldin, Marie Elam

Business Name: \_\_\_\_\_

Street Address: 3614 Highway 5

Street Address: \_\_\_\_\_

City, State, Zip: Douglasville, Ga, 30135

City, State, Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_