

## **The Wealth Transfer Investing Course**

### **Terms and Conditions**

These terms and conditions (the “Agreement” or “Terms”) govern your participation in **The Wealth Transfer Investing Course** (the “Course”). By signing up for the Course you agree to these Terms, which form a legally binding contract between you (“you” or “Member”) and Finances Demystified LLC, a Delaware limited liability company (“FD” “Company” “we”, or “us”) with an address at: 2035 Sunset Lake Rd., Suite B-2, Newark, DE 19702.

If you are signing up on behalf of another individual or entity, it is your responsibility to ensure that the person or entity participating is aware of these Terms and accepts them. By completing the sign-up process on behalf of another individual or entity you are warranting that you have made them aware of these Terms and that they have accepted these Terms.

**IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT SIGN UP FOR THE COURSE. WE RESERVE THE RIGHT TO CHANGE THESE TERMS FROM TIME TO TIME. YOUR CONTINUED PARTICIPATION IN THE COURSE WILL CONSTITUTE ACKNOWLEDGMENT AND ACCEPTANCE OF THE MODIFIED TERMS IF ANY. THESE TERMS ARE EFFECTIVE AS OF FEBRUARY 8, 2022 (“EFFECTIVE DATE”).**

#### **1. The Course.**

**The Wealth Transfer Investing Course** is a self-paced six (6) module course facilitated by finance expert, Dominique Broadway, and/or any instructor of Company’s choosing (“Instructor” or “Facilitator”) designed to help you learn how to invest. The Course includes the following:

- Lessons and guidebooks
- Live weekly investment trainings/sessions
- Private discord community and daily trade group
- Private Facebook community
- Portfolio jumpstart
- 5-day wealth-building challenge
- Finances Demystified Bootcamp course
- Secrets of a Millionaire Mindset program

#### **2. Course Costs and Refund Policy.**

- (a) **Course Fee.** The Course costs **\$2,997 USD** (the “Fee”). You understand and acknowledge that you are required to pay the full Fee at the time of sign-up. Company may, in its sole discretion, allow you to pay the Fee under a payment plan. You understand that any such payment plan, if applicable, does not negate your obligation to

pay the full Fee. Failure to pay the Fee will result in your removal from the Course and loss of access to Course Materials (as defined below).

- (b) **Other Expenses.** You will be responsible for any additional expenses that may be incurred as it relates to the implementation of recommended strategies, tools, or resources. This includes, but is not limited to, any fees associated with your trading platform of choice.
- (c) **Refund Policy.** If within the first three (3) days (the “Refund Period”) of accessing the Course you are unhappy with the Course for any reason, we will provide you with a full refund. This is the only instance in which refunds will be given. After the Refund Period, the Fee becomes non-refundable.

### **3. Course Materials, Access, and Limitations on Use.**

- (a) **Course Materials Defined.** For purposes of this Agreement, Course Materials refers to Company’s processes, methodologies, guidebooks, worksheets, live and recorded trainings, videos, audio recordings, powerpoints and any other materials that currently exist (“Current Course Material”) or may later be created for The Wealth Transfer Investing Course (“Course Materials”).
- (b) **Access.** As a benefit of your membership, you will have lifetime access to Current Course Materials. Under no circumstance does your membership grant you access to materials that may be later created or added to the Course. Notwithstanding the foregoing, Company may in its sole discretion grant you access to later created materials.
- (c) **Limitations on Use.** In addition to Course Materials, you acknowledge and agree that anything you may view or access in the Course or in your interaction with Company is protected by any and all intellectual property and/or other proprietary rights, including but not limited to, trademarks, copyrights, service marks, logos, and/or the name of Company or its Affiliates, and is the sole property of Company (collectively “Company IP”). Nothing in these Terms grants you any right to use Company IP. **Except for a single copy made for personal use, You may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any Company IP in any form or any means whatsoever. Any unauthorized use of Company IP violates our intellectual property interests and will result in your immediate removal from the Course, along with and any other Company courses, products, or offering, you may be participating in, denial of access to any and all Company products and offerings currently available or may be later created, as well as criminal and/or civil penalties.**

### **4. No Guarantee, Disclaimer, and Warranties.**

While we operate to the best of our ability in teaching you investing skills, we cannot guarantee that this Course will yield or guarantee you any specific results. This includes, but is not limited

to, you making money from your investments. You agree to not hold us liable for any results as a participant in this Course.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THERE ARE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE COURSE OR ANY DELIVERABLES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **5. Live Sessions.**

Live sessions will take place once a week. All live sessions will be recorded and made available to you within the Course community.

#### **6. Confidentiality.**

The Parties agree to keep confidential any and all proprietary information relating to the other party's business, and any other information not generally made available to the public (collectively, "Confidential Information"). The term Confidential Information includes the terms of this Agreement. The Parties shall use all commercially practicable efforts to safeguard the secrecy and confidentiality of each other's Confidential Information, and shall not disclose any of the Confidential Information to any third party (other than as required to fulfill its contractual obligations or with the written consent of the other party), during the Term and thereafter.

#### **7. Term and Termination.**

The Term of this Agreement shall commence on the Effective Date and will remain in effect until terminated. You may terminate this Agreement by ending your participation in the Course at any time. **Company may terminate this Agreement at any time due to breach by you**, or by written notice to you. If Company terminates this Agreement no refund of full or partial Fee will be given. **You agree and understand that termination of this Agreement does not remove or negate your obligation to pay the full Fee.** Your failure to make timely payments under any applicable payment plan will automatically terminate this Agreement without written notice to you.

#### **8. Miscellaneous Provisions.**

- (a) **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflict of law principles.
- (b) **Dispute Resolution.** Any dispute, controversy or claim arising out of or related in any way to this Amendment or any services performed hereunder which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the (American Bar Association) in accordance with its commercial arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place before a panel of three (3) arbitrators sitting in New Castle County, Delaware. The language of the arbitration shall be English. The arbitrators will be bound to adjudicate all disputes in accordance with the laws of the

State of Delaware. The decision of the arbitrators shall be in writing with written findings of fact and shall be final and binding on the parties. Each party shall bear its own costs relating to the arbitration proceedings irrespective of its outcome. This section provides the sole recourse for the settlement of any disputes arising out of, in connection with, or related to this Amendment.

- (c) **Representations and Warranties.** Each party represents and warrants to the other party that it has the right to enter into this Agreement and fulfill its obligations without violating any other agreement entered into with any third-party. Each party further represents and warrants to the other party that to the best of its knowledge, any and all materials or information of any kind that it provides: (i) does not infringe upon any third-party rights of any kind, including without limitation, any intellectual property rights, unfair competition, or publicity or privacy rights; and (ii) is true and accurate in all respects.
- (d) **Assignments.** The benefits and obligations of each of the parties under this Agreement may not be assigned without the written consent of the other party.
- (e) **Schedules and Exhibits.** All Schedules and Exhibits to this Agreement, if any, are incorporated by reference into, and made a part of, this Agreement.
- (f) **Severability.** In case any one or more of the provisions contained in this Agreement, for any reason, is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- (g) **Interpretation.** The fact of authorship by or at the request of a party must not affect the construction or interpretation of this Agreement.
- (h) **Modifications and Amendments.** No modification or amendment of this Agreement or waiver of any provision of this Agreement will be valid unless in writing and signed by both Parties.
- (i) **Force Majeure.** Neither Party will be liable to the other, or will be considered to be in breach of this Agreement, on account of any delay or failure to perform as a result of any acts of God, pandemics, acts of any political entity, or natural disasters, or any other causes or conditions that are beyond such party's reasonable control. Should any such event occur, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.
- (j) **Notices.** Any notice required to be given under this Agreement must be in writing and delivered to the other designated party by email or by mail to the party's address by certified, registered or Express mail, or by Federal Express.

- (k) **Independent Contractors.** The relationship between the Parties under this Agreement is that of independent contractors. No joint venture, franchise, partnership, employment agreement, or agency is created under this Agreement.
- (l) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. **You certify and acknowledge that they have had the opportunity to read this Agreement, and that they have voluntarily entered into this Agreement fully aware of its terms and conditions.**