

TERMS OF SERVICE FOR THE HARD DOG SUPPORT CIRCLE MEMBERSHIP PROGRAM

THIS DOCUMENT CONTAINS A LIMITATION OF LIABILITY AND RELEASE OF CLAIMS. BY ACCEPTING THESE TERMS DURING THE ENROLLMENT PROCESS, YOU AGREE TO GIVE UP CERTAIN LEGAL RIGHTS. PLEASE CAREFULLY READ THIS ENTIRE DOCUMENT.

In consideration for utilizing the services of Rescued By Training LLC, a North Carolina limited liability company ("Rescued By Training"), you agree to all of the following terms (the "Terms of Service"). By accepting these terms during the enrollment process, **YOU AGREE THAT YOU ARE KNOWINGLY AND VOLUNTARILY ENTERING INTO A VALID AGREEMENT** with Rescued By Training, and you intend and agree to be bound by all of these terms.

1. MEMBERSHIP PROGRAM

These Terms of Service govern all aspects of your enrollment and participation in The Hard Dog Support Circle membership program (the "Membership"). The Membership comprises:

- A one-on-one meet & greet via video conference with Rescued By Training.
- Authorized use of video recordings, documents, handouts, lessons, worksheets, checklists, training logs, tracking logs, and other materials made available to you by Rescued By Training in connection with the Membership (the "Materials").
- Group discussion meetings via video conference with Rescued By Training and other Membership participants held approximately twice per month.
- A one-on-one check-in meeting via video conference with Rescued By Training held approximately quarterly.
- Access to online community discussion boards via the Membership software platform (the "Discussion Boards") where you and other participants can submit content for group viewing and discussion ("Discussion Board Content").

2. FEES & PAYMENT

You agree to pay Rescued By Training \$37 per month for the initial one-month term of the Membership and each subsequent, consecutive one-month term. You acknowledge and agree that the term will automatically renew on a subscription basis each month until you cancel this service. You may cancel this service by self-cancelling within your account the day before the next scheduled payment or earlier.

You authorize Rescued By Training to automatically charge the provided credit card or other payment method every month until you cancel this service. If your credit card is declined at any time, Rescued By Training may immediately suspend your account access and/or terminate your participation in the Membership.

For any re-enrollment after cancelling the service, fees are subject to change without notice at any time prior to re-enrollment. Current fees are described on Rescued By Training's website. All purchases are non-refundable and non-transferable.

3. ONE-ON-ONE MEETINGS & RESCHEDULING

You may reschedule the one-on-one meet & greet or any one-on-one check-in meeting by selecting a different appointment using the "Reschedule Appointment" button in the applicable email confirmation at least 48 hours before the date and time of the scheduled appointment. If you notify Rescued By Training with less than 48 hours advance notice, or are not present at the scheduled time, the appointment is deemed to be forfeited and is not refundable.

4. ENROLLMENT & ACCOUNT SECURITY

You acknowledge and agree that your enrollment in the Membership and authorized use of the Materials under these Terms of Service is personal to you. You agree not to share your password or other account login credentials with any other person, or to permit any other person to participate in the Membership with you or on your behalf.

You acknowledge and agree that you are solely responsible for the security and confidentiality of your password and account, and any and all activities that occur under your account. You agree to immediately notify Rescued By Training of any unauthorized use of your account or any unauthorized use of the Materials.

5. INTELLECTUAL PROPERTY

All Materials including, without limitation, text, images, data, and illustrations, whether in printed, digital, or any other format, including without limitation, video recordings, documents, handouts, lessons, worksheets, spreadsheets, infographics, checklists, logs, templates, samples, forms, and guides are protected by U.S. and international copyright and other intellectual property laws. As between you and Rescued By Training, all Materials are owned, controlled, or licensed by Rescued By Training. Any unauthorized reproduction, publication, distribution, uploading, downloading, posting, displaying, transmitting, modification, or creating works derivative of the Materials, in whole or in part, is prohibited.

By purchasing the Membership, Rescued By Training grants you a personal, non-exclusive, revocable, non-transferable license to view and retain a copy of the Materials for your own personal, non-commercial use only. Rescued By Training grants you a personal, non-exclusive, revocable, non-transferable license to access, download, and use a single copy of the Materials for the limited purpose of participating in the Membership. You may not license, sublicense, or transfer the licenses set forth in this paragraph or any of the Materials or any information, material, links, or services from Rescued By Training.

6. DISCUSSION BOARDS

You acknowledge and agree that you are solely responsible for any Discussion Board Content you submit on the Discussion Boards, and that you, not Rescued By Training, have full

responsibility for such content, including its legality, reliability, accuracy, and appropriateness. You further acknowledge and agree that any Discussion Board Content you submit is non-confidential and non-proprietary.

Rescued By Training has the right to terminate your access rights to the Discussion Boards at any time, and without prior notice, if Rescued By Training determines, in its sole discretion, that any of your Discussion Board Content is offensive, threatening, abusive, obscene, pornographic, libelous, defamatory, illegal, harassing, or otherwise objectionable to Rescued By Training or any Membership participant.

You grant Rescued By Training a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, host, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display throughout the world in any media, your Discussion Board Content. You represent and warrant that you own or control all rights in and to your Discussion Board Content, and have the authority to grant the license and other rights granted to Rescued By Training in this paragraph.

7. NO GUARANTEE OF BEHAVIOR RESULTS

You understand and acknowledge that dog training requires an ongoing commitment by dog guardians throughout the entire course of a dog's life. You understand and agree that Rescued By Training makes NO GUARANTEE, PROMISE, OR REPRESENTATION, express or implied, about your dog's behavior or that your desired goals will be achieved by participating in the Membership. You agree that all fees paid to Rescued By Training are fully-earned and non-refundable, and are in no respects contingent on your level of satisfaction with the results.

8. INDEMNIFICATION

You agree to HOLD HARMLESS, INDEMNIFY, AND DEFEND Rescued By Training and all of Rescued By Training's members, employees, agents, and representatives from any and all claims, actions, causes of action, suits, demands, damages, losses, obligations, settlements, judgments, fees, costs (including attorney's fees and costs), and liabilities of any nature, arising out of or related to your enrollment in the Membership and use of the Materials, including any resulting from the negligent acts or omissions by Rescued By Training or any of Rescued By Training's members, employees, agents, or representatives, and including claims made by you, members of your family, any person living in your home, your guests, or any third party.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL RESCUED BY TRAINING, OR ANY OF ITS MEMBERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM YOUR ENROLLMENT IN THE MEMBERSHIP, USE OF THE MATERIALS, AND/OR PARTICIPATION IN THE DISCUSSION BOARDS, WHETHER BASED ON A CLAIM OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, EQUITY, STATUTE, INDEMNITY, CONTRIBUTION, OR ANY OTHER LEGAL CLAIM OR ACTION WHATSOEVER, EVEN

IF RESCUED BY TRAINING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL RESCUED BY TRAINING'S TOTAL LIABILITY EXCEED THE AMOUNT OF THE FEE PAID FOR THE MEMBERSHIP, IF ANY, BY YOU TO RESCUED BY TRAINING PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

10. DISCLAIMER OF WARRANTIES

ENROLLMENT IN THE MEMBERSHIP IS SOLELY AT YOUR OWN RISK. THE MEMBERSHIP AND ALL MATERIALS ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. RESCUED BY TRAINING SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. RESCUED BY TRAINING MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE MEMBERSHIP, OR THE MATERIALS, AS APPLICABLE, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

11. TERMINATION OF THE MEMBERSHIP PROGRAM

You acknowledge and agree that Rescued By Training may discontinue and terminate the Membership at any time and without prior notice, and that all fees you paid for participation in the Membership prior to any such termination are fully-earned and non-refundable.

12. MISCELLANEOUS

Section headings are for reference purposes only and will not affect the meaning or interpretation of these Terms of Service.

If any provision in these Terms of Service is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

These Terms of Service are governed by the laws of the State of North Carolina. You agree that the exclusive jurisdiction and venue for any litigation, action, or proceeding arising from or relating to these Terms of Service will be in the federal or state courts located in New Hanover County, North Carolina. You expressly waive any right to contest personal jurisdiction, venue, or inconvenient forum for any reason whatsoever.

Last updated on June 11, 2026.