

## TERMS OF SERVICE FOR ONLINE COURSES

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 these Terms of Service for Online Courses (these "Terms of Service"). By accepting these Terms of Service during the enrollment process, you agree that you are **knowingly and voluntarily entering into a valid agreement** with Rescued By Training LLC, a North Carolina limited liability company ("Rescued By Training"), and you intend and agree to be bound by all of these terms.

### 1. ONLINE COURSES

These Terms of Service govern all aspects of your purchase of and enrollment in a self-paced, online course offered by Rescued By Training (the "Course"), including use of the video recordings, documents, handouts, lessons, modules, worksheets, spreadsheets, and other materials provided by Rescued By Training in connection with the Course (the "Materials"). Your enrollment in the Course may also include access to online coaching and discussion groups via one or more social media platforms ("Coaching Groups").

### 2. FEES & PAYMENT

You agree to pay Rescued By Training the following fees for any Course that you purchase.

\$57 for Separation Anxiety Foundations

Payment is due at the time of enrollment. All purchases are non-refundable and non-transferable. Fees are subject to change without notice at any time prior to purchase. Current fees are described on Rescued By Training's website.

### 3. ENROLLMENT & ACCOUNT SECURITY

You acknowledge and agree that your enrollment in the Course 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 Course 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.

### 4. 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, modules, worksheets, spreadsheets, infographics, checklists, 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.

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## 5. GROUP COACHING

Rescued By Training may offer Coaching Groups where you and other Course enrollees can participate in group coaching and/or submit content for group viewing and discussion ("Group Content"). You acknowledge and agree that Rescued By Training does not have an obligation to provide Coaching Groups, and may discontinue Coaching Groups at any time and without prior notice.

You acknowledge and agree that you are solely responsible for any Group Content you submit, 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 Group Content you submit is non-confidential and non-proprietary.

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

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 Group Content. You represent and warrant that you own or control all rights in and to your Group Content, and have the authority to grant the license and other rights granted to Rescued By Training in this paragraph.

## 6. DISCLAIMER OF WARRANTIES

ENROLLMENT IN THE COURSE IS SOLELY AT YOUR OWN RISK. THE COURSE 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 COURSE, OR THE MATERIALS, AS APPLICABLE, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT DEFECTS WILL BE CORRECTED.

## 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. By offering the Course, including Coaching Groups, if any, Rescued By Training aims to help enrollees achieve their training goals. You understand and agree, however, that Rescued By Training makes NO GUARANTEE, PROMISE, OR REPRESENTATION, express or implied, about your dog's behavior or that your desired results will be achieved. 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 Course 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 other 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 COURSE, USE OF THE MATERIALS, AND/OR PARTICIPATION IN COACHING GROUPS, IF ANY, 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 COURSE, IF ANY, BY YOU TO RESCUED BY TRAINING PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

## 10. 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.