# MOMS DOING BUSINESS

# STRATFORD AVE, LLC ("MOMS DOING BUSINESS") WORKSHOP TERMS ("Agreement")

A Note to our Clients: We are committed to offering the best possible experience to our clients and believe that outlining the terms for our Workshop will enhance the experience for all parties. Creating guidelines and terms allows Moms Doing Business to balance helping our clients to grow while also protecting the proprietary information of all parties involved.

Please read these terms carefully. To get the most benefit from the Kickstart Workshop, you agree to the following.

## Part 1. Workshop Guidelines, Payment Terms

Workshop: New Business Kickstart known at "Workshop"

Duration: 6 (six) weekly workshop virtual meetings

#### **Our Guarantee:**

If for any reason you're not satisfied with KICKSTART we'll issue a prompt and full refund. The bonuses are yours to keep. There's only ONE condition: Please tell us the main reason you weren't happy with the product, so we have a chance to make it better.

Total Workshop Cost: \$300
Payment Terms:
One discounted payment of \$247
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purchase. The other due on September 1st.
$\hfill\square$ Payment Plan: 6 payments of \$50. One due at time of purchase
The remainder of payments due on
8/21/2023, 9/1/2023, 10/1/2023, 11/1/2023, 12/1/2023

- You authorize Stratford Ave LLC to collect the Kickstart Workshop Cost as outlined above. Payments will commence the day you enroll in the Kickstart Workshop.
- Payments are due in full on the due date.
  - Failed Payments: Failed payments must be remedied by providing a valid form of payment within three (3) business days or Client may be removed from the Kickstart Workshop.
  - Valid forms of payment: Payments may be made via credit or debit card or PayPal.
- Due to the digital nature of our products and services that we sell, your purchase is non-refundable except as outlined above. Moms Doing Business is here to coach you to your highest level of success; however, this requires your full investment into the Kickstart Workshop. Moms Doing Business only wants to enroll you into our Workshop if you are committed to working with us. Just as our team is 100% committed to working with you. This is not a class this is a hands-on business coaching workshop. As such, you are expected to be working on the business, attending live and group coaching as well as working on a recorded curriculum.

Payments:

- You grant consent to having charges automatically charged to your credit card or debit card or PayPal on the due dates as outline above;
- Moms Doing Business (Stratford Ave LLC) is authorized to collect payments in full by collecting on all card and PayPal accounts that are provide to Moms Doing Business by the client;
- You, the Client, must give Moms Doing Business three
   (3) business days' notice if you wish to change the preferred method of payment for an upcoming charge.
   If 3 business days' notice is not given, the charge may already be in process and there is a possibility that a different method of payment will be charged.

# Part II. Terms of Participation.

We at Moms Doing Business are committed to providing all of our participants with a positive experience. Therefore, Moms Doing Business may, at its sole discretion, limit, suspend or terminate your access to or involvement with its Workshops or events whether they be recorded, live, digital or in person without refund or forgiveness of remaining payments due if you:

- Become argumentative or difficult to work with;
- Fail to follow the Kickstart Workshop guidelines; or
- Impair the participation of our employees, contractors, clients, instructors or participants in any of our Workshops

# Part III. Solicitation is expressly forbidden.

You agree that for the benefit of all parties involved and all Workshop participants, that during no time in the Kickstart Workshop or for I (one) year after your completion in the Kickstart Workshop, you will not in any way (except with the prior written consent of Moms Doing Business), directly or indirectly, either as an individual or a business entity in any manner whatsoever contact, solicit or attempt to solicit any of the persons, clients, employees, companies or institutions with whom you were introduced through the Kickstart Workshop...

- To offer for sale or solicit orders for the sale of any products or services
- To leave the employ of Moms Doing Business
- For the purpose of competing with Moms Doing Business to provide a similar set of services or products which Moms Doing Business is already providing to any of these individuals or companies.

If you should wish to engage in communications or sales with any of the persons, clients, employees or companies with whom you had dealings through the Kickstart Workshop, you must first receive express, written permission from Moms Doing Business by emailing.

You agree that your participation in Moms Doing Business Workshops, social media, communications, or events is subject to our <u>Privacy Policy</u>, <u>Terms of Service</u> and <u>Disclaimer</u> as found online at MomsDoingBusiness.com. Moms Doing Business reserves the right to make edits to any of these policies at its sole discretion and without notifying Workshop participants.

### Part V. Confidentiality Agreement.

We respect your privacy and ask that you respect the privacy of fellow Workshop participants. Please respect the proprietary and/or confidential information, plans, products, ideas, trade secrets, communications of Moms Doing Business and your fellow participants in the Kickstart Workshop. This includes and you agree to:

- Not infringe upon any of the copyrights, patents, trademarks, trade secrets or other intellectual property rights of Stratford Ave LLC, Moms Doing Business or the Moms Doing Business Workshop participants.
- Not disclose any confidential or proprietary information, documents, writings, recordings, ideas, business plans, etc... belonging to Moms Doing Business or other Moms Doing Business Workshop participants.
- The information, documents, ideas, etc.... is assumed to belong solely and exclusively to the party which discloses such information.
- That all the materials and information provided to you by Moms Doing Business are confidential and proprietary

intellectual property which belongs exclusively and solely to Stratford Ave LLC ("Moms Doing Business") and may only be used by You, the Kickstart Workshop participant, as authorized in writing by Moms Doing Business. The sale, resale, reproduction, sharing, distribution physically or distribution electronically of any of these materials, audio recordings or video recordings are strictly prohibited.

• The aforementioned proprietary items may be discussed during Workshop meetings, functions or events where all parties are bound by this same or similar agreement.

Please keep our community a safe place to share by respecting privacy and confidentiality. This workshop is built on a community of Workshop participants and while you are free to discuss your individual results from Moms Doing Business Workshops, the experiences and statements of other participants, regardless of oral or written, must be held in the strictest confidence. Your failure to adhere to these promises as outlined above will result in irreparable damages to Moms Doing Business and all involved parties. Should you break these promises, it would be impossible to stop the damage caused to Moms Doing Business and other involved parties, and there will not be an adequate remedy for the breach. In this situation, Moms Doing Business will be entitled to injunctive relief and other relief as may be deemed proper including monetary damages.

You are taking full responsibility if you decide to utilize (or not utilize) the teachings, concepts and ideas contained in this material. And, by enrolling in the Kickstart Workshop, you are acknowledging that your success is dependent on your willingness to follow the steps outlined by Moms Doing Business.

#### What is included?

- 6 live group calls where we'll go over all of the strategies, concepts and methods you'll need to elevate your business (value \$1200)
- Weekly workbooks filled with exercises designed to transform your business into a selling machine (value \$97 per workbook)
- An awesome community of like-minded Boss Mommas who will start out as strangers but leave as friends, mentors and business collaborators (value \$\$Priceless)
- All 6 sessions will be led virtually by G. Bayne and the Moms Doing Business team. Ask questions. Hot seat. Role play. Really get the full expertise of the Moms Doing Business team.
- Walk away with a solid plan to get your business out there.
   No more throwing everything you have up at the wall and hoping sales will come.

# Everyone who registers by Wednesday, August 2nd will be receive, the following bonuses:

- a free ticket for you and a friend to the very first Moms Doing Business in-person event
- a free 1-hour exclusive one-on-one strategy call with me
- and 20% off all future Moms Doing Business courses, workshops and workbooks for a year

- It is important to know that your success with this Workshop is mostly a result of your application of the Kickstart Workshop and your willingness to work hard at taking the actions recommended by Moms Doing Business and the Kickstart Workshop. The Kickstart Workshop is intended to be general in nature and it does not claim to be nor should it be assumed that it is specific advice or counseling tailored to a specific business or industry. It is meant for a general audience.
- All learning materials, policies, standards, teaching helps and other tools that have been, are or will be made available by Moms Doing Business and the Kickstart Workshop are for individual use in this training Workshop only. It is not to be sold, recorded, shared, taught, given away or otherwise divulged without the express written consent of Moms Doing Business, Gloria Bayne or designated agent.
- The information contained in the Kickstart Workshop material is for educational purposes only.
- Moms Doing Business assumes no responsibility for any errors or omissions in any of the Kickstart Workshop Materials.

#### Part VII. Limitations of Product.

 You hereby agree that you have fully consented that The Kickstart Workshop is not a done-for-you Workshop. Instead, Kickstart is an educational Workshop based on group workshops. You are not guaranteed individualized support

- from Gloria Bayne or any one specific mentor from Moms Doing Business or related Workshops.
- Moms Doing Business is open 9am 4pm EST Monday through Friday. Our offices are closed on the weekends, during the major US Federal Holidays and the week between Christmas and New Years.

#### Part VIII. Terms of Sale.

- You agree that this sale is non-refundable and non-transferable except as described above.
- You agree that you have fully agreed to and consented to any payment to Moms Doing Business and that any and all payments are valid.
- You are agreeing that you have consented to the purchase of The Kickstart Workshop as outlined in this document.
- You agree to waive any and all rights to "disputes" that is to charge-back, dispute, decline, make claim against any payment made to Moms Doing Business as being fraudulent, purchased in error, services not delivered to you, product not received, or any other dispute which claims that any payment is unlawful.
- You agree that you desire to purchase The Kickstart Workshop and that you will not initiate any disputes, claims, or otherwise withdrawal of payment through your credit card company or PayPal, bank, lending institution or any other provider of payment to Moms Doing Business. You have fully consented to all charges outlined in Section 1 and thus you agree that you may not dispute any payments made to Moms Doing Business, Stratford Ave LLC, or Gloria Bayne.

#### Part IX. Waiver.

You give permission to Moms Doing Business, its agents and assigns to use, adapt, modify, reproduce, distribute, publicly perform and display, in any form now known or later developed, your name, image, likeness, and/or voice ("Likeness") throughout the world and to incorporate or publish your Likeness in publications, catalogs, brochures, books, magazines, exhibits, motion picture films, videotapes, internet and/or other media (the "Works"), and any commercial, informational, educational, advertising, or promotional materials related thereto.

- You agree to release and agree to indemnify, defend, and hold harmless Moms Doing Business, its agents, and assigns (the "Released Entities") from any and all claims You may have now or in the future for invasion of privacy, rights of publicity, copyright infringement, defamation, or any other cause of action arising out of the use, reproduction, adaptation, distribution, broadcast, publication, performance, or display of your Likeness.
- You waive and forego any right to inspect or approve any Works that may be created using your Likeness and waive any claim with respect to the eventual use to which your Likeness may be applied.
- Your Likeness may be used at Moms Doing Business sole discretion alone or in conjunction with any other material of any kind or nature.

 You understand and agree that Moms Doing Business is and shall be the sole and exclusive owner of all right, title, and interest, including but not limited to copyright and rights of publicity, in the Works and any commercial, informational, educational, advertising, or promotional materials related thereto.

### Part X. Jurisdiction. Governing Law. Arbitration.

All matters relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving any effect to choice or conflict of law provision or rule regardless.

Any legal suit, action or proceeding arising out of, or related to this agreement shall be instituted exclusively in the state or federal district courts located in the County of Bucks, Pennsylvania, and you waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

The Company, at their sole discretion, may require you to submit any disputes arising from this Agreement, including but not limited to disputes arising from its interpretation, violation, invalidity, non-performance and even termination to final and binding arbitration under the Rules of Arbitration applying Pennsylvania law.

Your payment for the course and submission of application is your agreement to these terms and conditions.