



## THE BOOK ACADEMY

### Membership Terms and Conditions

1. Applicability. These Community Terms and Conditions provide the terms for The Book Academy training library and membership community (“TBA”) as described in Section 2 herein (“Terms”). TBA shall be offered by Awe Luv Media, LLC (“Awe Luv Media” or “We”). Any website descriptions and these Terms (collectively, this “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous communications, both written and oral. In the event of any conflict between these Terms and any website descriptions these Terms shall control.

2. Membership Expectations. TBA includes but is not limited to access to a membership portal that includes **access to various course material, including pre-recording trainings**, as further described on this website.

3. Limitation. TBA membership may include pre-recorded trainings led by guest speakers. TBA membership does not form a client relationship between Members and the guest speakers. Also, Awe Luv Media shall not be liable for any legal matters that may arise concerning guest speakers.

4. Communication. All communications about TBA membership shall be sent by email to **academy@aweluv.com**. We request 72 hours for a response.

5. Pre-Recorded Trainings. Member understands that all trainings are pre-recorded.

6. Personal Use Only. By signing this Agreement, Member understands that material and content in TBA is each Member’s for personal, non-commercial use only.

7. Member’s Obligations. TBA is a safe space and we retain the right to remove a Member for behavior that disparages or harasses other Members. Refunds will not be granted for removals on these grounds.

8. Payment Terms. Members shall pay the fees (in US dollars) as published on the website, at the time of enrollment. If a payment is declined, returned or late due to the funds not being available in the Member’s account at the time of drafting (“NSF”) then Member must pay a twenty-five (\$25.00) dollar fee.

9. Refunds. Enrollment fees are nonrefundable.

10. Taxes. Member shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Member hereunder.

11. Testimonials. Member may be asked, at some point during enrollment, whether we have your consent to share your experience as a testimonial. If you consent to a testimonial, you will have the option to remain anonymous or for it to be shared with your initials only. Additionally, testimonials may be sourced from survey submissions, emails, and other communications to our team. Testimonials may be used on our social media, newsletter, website(s), and other places where you’d typically expect to see a testimonial.

12. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all content in TBA (collectively, “TBA Materials”) is owned by Awe Luv Media. Awe Luv Media does not own any information shared by Members or guest instructors.

Awe Luv hereby grants Member a license to use TBA Materials free of additional charge and on a non exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary for Member’s personal or professional development journey and not for any commercial or business purpose (as provided in Section 6 herein). TBA Materials may not be reproduced or publicly distributed for any reason.

13. Confidential Information.

(a) All community discussions and materials, whether disclosed by Awe Luv Media or a Member and these Terms are confidential (collectively, “Confidential Information”), whether disclosed orally or disclosed or

accessed in written, electronic or other form or media. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Member at the time of disclosure; or (iii) rightfully obtained by Member on a non-confidential basis from a third party.

(b) Awe Luv Media agrees not to use or disclose, directly or indirectly, for any reason or in any way, other than at the express written direction of Member any confidential information of Member. This obligation not to use or disclose the Confidential Information does not apply to any information that is public knowledge, provided that the Awe Luv Media did not cause it to become public knowledge.

(c) The parties shall be entitled to injunctive relief for any violation of this Section.

14. Disclaimer of Warranties, Testimonials. AWE LUV MEDIA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE FEAR-FIGHTER SQUAD, INCLUDING ANY GUARANTEE OR PROMISE OF INCOME OR SPECIFIC RESULTS; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, TESTIMONIALS ONLY PROVIDE INFORMATION CONCERNING PAST RESULTS AND DO NOT PROMISE FUTURE PERFORMANCE OR OUTCOMES.

15. Limitation of Liability.

(a) IN NO EVENT SHALL AWE LUV MEDIA BE LIABLE TO MEMBER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT Awe Luv Media HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL AWE LUV MEDIA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Awe Luv Media PURSUANT TO THESE TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) The limitation of liability set forth in Section 15 above shall not apply to liability resulting from Awe Luv Media's gross negligence or willful misconduct.

16. Acceptance of Terms. The Terms shall be considered accepted when Member signs or submits the Terms by way of a clickwrap agreement or pays the enrollment fee.

17. Waiver. No waiver by Awe Luv Media of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Awe Luv Media. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. Force Majeure. The Awe Luv Media shall not be liable or responsible to Member, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Awe Luv Media including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting internet service, carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

19. Assignment. Member shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Awe Luv Media. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Member of any of its obligations under these Terms.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

21. No Third-Party Beneficiaries. These Terms is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any

other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

22. Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

23. Submission to Jurisdiction. Any controversy or claim arising out of or relating to these Terms, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof located in the State of Illinois in Cook County.

24. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Awe Luv Media at [academy@aweluv.com](mailto:academy@aweluv.com). All Notices to Members will be addressed to the email address provided by the Member upon enrollment.

25. Severability. If any term or provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

26. Survival. Certain sections of these Terms will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Personal Use Only, Confidentiality, Governing Law, Submission to Arbitration, and Survival.

27. Amendment and Modification. These Terms may be amended at any time and will be updated on the TBA website.