

## The BossSquad Membership Agreement

This is a Membership Agreement between the **BossSquad** ("we," "us," "our") and any individual that procures our services ("you" or "your"). If you have any questions about this agreement, please email [nicola@shebuildsbrands.com](mailto:nicola@shebuildsbrands.com)

**Acceptance of Terms:** Any work that we do for you is governed by the terms and conditions you are reading. If you do not agree to these terms, we cannot provide you with any services. This agreement is a binding contract between you and us.

**Payment:** Our fee structure is simple. All services are paid in advance via debit or credit card. We use industry-standard PCI Compliant third-party vendors to manage our payment system and your information.

**Termination:** Mentees must email [admin@shebuildsbrands.com](mailto:admin@shebuildsbrands.com) to request cancellation of payments. Refunds are a 30-day turnaround and payment date for the refund will be made on the 29th of the month. Cancellations need to be notified one month in advance to cancel the membership.

**Refunds:** The BossSquad mentoring programme is a final sale, and we are both making a commitment to each other. We understand life happens, so if there is a legitimate reason for needing to leave the group, you can notify the team at [jane@shebuildsbrands.com](mailto:jane@shebuildsbrands.com) to discuss possible solutions.

**Services:** We will provide the following services: Weekly mentoring, access to the BossSquad Membership Hub, ambassador program, discounted events, and any other additional perks throughout the year.

**Defamation of Character:** The Parties ("you", "BossSquad", as well as Kubi Springer and the SheBuildsBrands, Worldwide team) covenant and agree that in no event, and at no time during the Term of this Agreement or at any time, thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives. This includes social media, email, reviews, website blogs/copy, written articles, podcast episodes, radio shows, television shows, instant messaging platforms, text messages, interviews, or word-of-mouth.

**Intellectual Property:** All digital and hardcopy assets, including but not limited to images, text, designs, graphics, document layouts, icons, videos, logos, and taglines, are owned by and the property of Kubi Springer and SheBuildsBrands, Worldwide. By entering this agreement, you understand that it is a violation of federal law to use any IP (intellectual property). Modification of materials obtained as a member of the BossSquad is illegal. This act may be persecuted should we choose to do so, including seeking financial penalties and/or an injunction demanding you to cease using our materials immediately.

*You may:*

- Access the BossSquad for your individual use. Any additional team members must be paid for and have their account.
- Download and/or print learning materials for individual use in your business.

*You may not:*

- Re-sell or trade access to the BossSquad.
- Share the BossSquad materials and assets with any individuals have not purchased the program.
- Republish any of the learning materials, videos, or audio.
- Distribute any of the materials found in the Members Hub as your own.

**No Guarantee of Results:** We will work our hardest to give you the best results possible. Additionally, we make no guarantee about the number of leads, sales, conversions, click-throughs, impressions, list signups, or any return on investment resulting from our work with you.

**Honour Code:** The BossSquad is a private, paid group. We want to create a safe place to share ideas, so we ask that you please respect each other's privacy. Do not share members' ideas outside of the group/WhatsApp chat unless given permission, and do not take each other's ideas. Do not re-share the Zoom links with anybody, as this may result in the termination of your membership. We record all our mentoring sessions, and if a member feels as though their intellectual property (IP) has been taken, they may pursue legal action.

**Independent Contractor:** We are an independent contractor to you. By entering this contract, we do not intend to create a joint venture or partnership or become one of your employees. Neither of us are granted any rights to control the other or enter into agreements on the other's behalf.

**Not Exclusive:** We provide services to several clients. You recognise and agree that we may provide services to several individuals and organisations, including potential competitors, and are in no way obligated to provide additional services to you outside the mentoring programme.

**Publicity:** We are here for your success, therefore would love to celebrate any of your major business wins. You grant us the right to mention the following on our website, and in our marketing and advertising collateral: your company's name; the work that we did for you, described generally; and the relative impact that our work had on your business. You also grant us the right to link to your website. The rights granted to us are non-exclusive and irrevocable. We additionally retain the right to acknowledge our authorship of work done for you in an advertising and marketing context. Changes to these rights should be agreed upon in writing before you make your first payment.

**Limitation on Liability:** OUR LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE SERVICES THAT WE PROVIDE AND ANY REPORTS THAT WE PROVIDE, OR ANY OTHER MATERIALS PROVIDED AS PART OF OUR SERVICES, IS LIMITED TO CORRECTION OF THE SERVICES OR MATERIALS. IF CORRECTION IS NOT POSSIBLE OR IMPRACTICAL, THEN OUR LIABILITY IS LIMITED TO A REFUND OF ANY FEES PAID BY YOU UNDER THIS AGREEMENT. THIS LIABILITY LIMIT APPLIES TO ANY LEGAL THEORY OF DAMAGES, INCLUDING NEGLIGENCE, CONTRACT, WARRANTY, OR OTHERWISE AS MAY BE APPLICABLE. WE WON'T BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Force Majeure:** We will not be in breach of this agreement if fire, earthquake, illness, death, act of God, labour dispute, or other event beyond our control prevents us from providing services in a timely fashion. We will notify you about the situation and work with you to establish a timeline for completing our services, if possible.

BossSquad Member: .....

Signature:.....

Date:.....