

## Rookie Season Program Agreement

By enrolling in Rookie Season from Threaded Quilting Studio, LLC (referred to as Company), you acknowledge reading and agreeing to the following terms and conditions without modification.

Your access to the Program may be revoked, without liability on our part, for failure to abide by these Terms of Service or for failure to make timely and full payments to the Company for your enrollment in the Program.

### THE PROGRAM

Your enrollment in the Program includes:

- a) Online access to the following:
  - i. Rookie Season Course
  - ii. Longarm League Membership
- b) A private online community where questions are answered during business hours
- c) Bi-monthly Zoom calls to ask questions and/or receive coaching

### PROGRAM TERM

Access will begin upon the date of purchase (unless otherwise noted in a special enrollment period) and lasts for one year.

### PROGRAM FEE

At the time of enrollment, your full payment covers access and support for one year. After one year, your subscription payment will automatically process for \$300 USD unless you cancel your payment plan prior to the end of the term. Access would then include items a) and b) under THE PROGRAM heading above. It does not cover continued bi-monthly support after the first year. To cancel your subscription plan, log into account settings once your account is established.

### REFUND POLICY

You understand and agree that there is a strict no-refund policy for this Program. Requests for cancellations and/or refunds will not be honored by the Company for any reason, even if you choose not to or are unable to complete the Program, or if you disagree with the advice given.

### ACCOUNT ACCESS

The Program may only be accessed by you as the customer on record with the Company. You agree that the Program, including usernames or passwords may only be used by you as permitted herein and may not be sold or distributed without the

Company's express written consent.

#### INTELLECTUAL PROPERTY

You agree that the Program contains proprietary information that is owned by the Company and is protected by copyright, trademark, and other applicable intellectual property laws. You will not use the Program or any bonuses you receive like digital design downloads in a manner that constitutes an infringement of the Company's rights or that has not been authorized by the Company. The use of the Company's Program, except as permitted herein, is strictly prohibited and infringes on the intellectual property rights of the Company and may subject you to civil and criminal penalties, including possible monetary damages, for infringement on the Company's intellectual property rights.

Company grants you a limited, personal, non-exclusive, non-transferable license to access the Program for your own personal and non-commercial use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, sell, distribute, duplicate, leave, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Program in any manner or medium (including email or other electronic means). You shall not remove any copyright notice, trademark, or author designation from any part of the Program.

#### FEEDBACK

We may want to use student feedback from emails, direct messages, surveys, comments, discussions in Program related forums, coaching calls, or otherwise, for the purpose of marketing or promoting the program. We may do this without permission if your name or likeness has been removed from said feedback. If we do want to use your name or likeness along with the feedback, we will ask for your permission first.

#### PARTICIPANT'S CONDUCT

You agree to conduct yourself in a dignified and professional manner and will not engage in any activity that is detrimental to the health, safety, and welfare of other Program participants. You acknowledge and agree that the Company reserves the right to remove you from the Program, without reimbursement or liability, if Company, in its sole discretion, determines that your behavior creates a disruption or hinders the Program or the enjoyment of the Program by other participants.

#### RELEASE

You agree that the Company may use any images, audio recordings or video recordings of you obtained while enrolled in the Program. You waive any right to payment, royalties or any other consideration for the use of such images, audio

recordings or video recordings. You waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears. The Company is hereby held harmless and released and discharged from all claims, demands, and causes of action which you, your heirs, representatives, your estates have or many have by reason of this authorization.

#### NO CONFIDENTIALITY

You understand that given the group format of this Program, information provided or shared with the Company or other participants, whether in the form of comments, discussions in Program related forums, coaching calls, live events, webcasts, or otherwise are not confidential.

#### LAWFUL PURPOSES

To access or use the Program, you must be at least eighteen (18) years old and have the requisite power and authority to enter into these Terms of Service. You may use the Program for lawful and legitimate purposes only. You agree to be financially responsible for all purchases made by you. You shall not post or transmit through the Program any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

#### REFUSAL OF SERVICE

We reserve the right to refuse Program access to any person, without the obligation to assign reason for doing so. We may at any time change or discontinue any aspect or feature of the Program, after fulfilling our previous responsibilities to you based on acceptance of your payment.

We reserve the right to immediately remove you from the Program without refund if you violate these Terms of Service.

#### ERRORS, INACCURACIES, AND OMISSIONS

Information provided about or in the Program is subject to change. Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. Company disclaims all liability for any inaccuracy, error or incompleteness in the Program.

#### COMMUNICATION

You agree that all communication with the Company will occur in our private group or with our customer support email: [longarmleague@gmail.com](mailto:longarmleague@gmail.com).

## DISCLAIMER

By purchasing the Program, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your future earnings, business performance, or results of any kind. The Company does not guarantee that you will get any results using our resources or coaching.

## THIRD PARTY RESOURCES

The Program may contain links or referrals to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links or referrals to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk from your use of any such websites or resources.

## LIMITATION OF LIABILITY

You agree that under no circumstances will the Company be liable for any indirect, special, consequential, or punitive damages arising out of or relating to these Terms of Service. In no event will the Company's liability exceed the price you actually paid to the Company for the Program.

## INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Program. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

## GOVERNING LAW; VENUE

The Terms of Service shall be governed by the laws of the State of Iowa, and any disputes arising from it must be handled exclusively in Dallas County, Iowa.

## RECOVERY OF LITIGATION EXPENSES

If any legal action or other proceeding is brought for the enforcement of the Terms of Service, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Terms of Service, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or

they may be entitled.

#### ENTIRE AGREEMENT; WAIVER

The Terms of Service constitutes the entire agreement between you and the Company pertaining to the Program and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of the Terms of Service by Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Company.

#### CHANGED TERMS

We reserve the right to update our Terms of Service at any time. Such amendments are effective immediately by us posting the new Terms of Service on this Program website at [longarmleague.com/terms](http://longarmleague.com/terms). Any use of the Program by you after an amendment is made means you accept these amendments.

#### HEADINGS

The subject headings of the paragraphs of the Terms of Service are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### SEVERABILITY

If any term, provision, covenant, or condition of the Terms of Service is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms of Service shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### ASSIGNMENT

Nothing in these Terms of Service, express or implied, will confer upon any person or entity not a party to these Terms of Service, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of these Terms of Service, except as expressly provided herein.

#### PRIVACY POLICY

Available at [longarmleague.com/privacy-policy](http://longarmleague.com/privacy-policy).