

Relationship Development Opt-In Agreement

By submitting your name and contact information on our web site, you (“**you**” or “**your**”) are applying to Relationship Development, LLC (the “**Company**”, “**we**” or “**us**”) for access to proprietary Company information and materials (the “**Content**”). This **Relationship Development Opt-in Agreement** (the “**Agreement**”) is a binding contract between you and the Company, and governs your receipt, access and participation in the Content.

1. No Commercial Gain. The Content is only offered and available to individuals seeking to improve their interpersonal relationships and for noncommercial personal use.
2. Confidential and Proprietary Information. As a recipient you will be provided with materials and information, including software, methods, intellectual property, and know-how, that belong solely and exclusively to the Company and constitute the Company’s confidential and proprietary information (collectively, “**Proprietary Information**”). All Proprietary Information is provided only for your noncommercial use in your personal relationships and may only be used by you as authorized by the Company. You shall not infringe the Company’s copyright, patent, trademark, trade secret or other intellectual property rights. **In addition, you shall not reproduce, distribute, teach, transmit, share, broadcast or sell this Proprietary Information, or permit anyone else to do so.** These prohibitions include recording or reproducing any portion of Content without the Company’s prior written permission, or live-streaming or posting such recordings on social media, or using them for any other purpose. No portion of the Content or Proprietary Information can be stored, reproduced, recorded, translated, processed through artificial intelligence or used to produce any derivative works, or transmitted in any form or by any means (electronic, photographic, mechanical, or any other medium) without the Company’s express written permission. If you violate, or appear likely to violate, any of the covenants contained in this paragraph, the Company may terminate your access to the Content and the Company may pursue any of its available remedies at law or in equity, including injunctive relief, to prohibit any such violations, or to protect against the harm of such violations.
3. License. The Company grants you a limited, nonexclusive, nontransferable, nonsublicensable, terminable, and royalty-free license to use, store, and retain one copy of the Proprietary Information for your personal, noncommercial use, during your enrollment period in the Content. This is the grant of a license, not a transfer of title, and under this license you may not:
 - a. Modify or copy the Proprietary Information;
 - b. Use the Proprietary Information for any commercial purpose, or for any public display (commercial or non-commercial);
 - c. Attempt to decompile, process through artificial intelligence or reverse engineer any Proprietary Information or software used in the Content, on any Company web

site or any third party hosting service used by the Company to deliver the Content and Proprietary Information.

- d. Remove any copyright or other proprietary notations from the Proprietary Information; or
- e. Transfer the Proprietary Information to another person or “mirror” the Content on any other server.

This license will automatically terminate if you violate any of these restrictions and may otherwise be terminated by the Company at any time. Upon termination of this license, you must promptly return, delete, or destroy all Proprietary Information in your possession whether in electronic or printed format. You shall certify, upon demand from the Company, that you have permanently deleted or destroyed such information. Notwithstanding the return or destruction of Proprietary Information, you and your respective representatives remain bound by the obligations of confidentiality and other obligations under this Agreement.

- 4. **No Guarantee. The testimonials and examples in or on the Company’s website and marketing materials, in the Content or that may be otherwise provided to you, are not intended to represent or guarantee that you or anyone else will achieve the same or similar results.** You acknowledge and agree that the Company makes no guarantees as part of the Content. Each Content participant's results depend on many factors, including his or her personal situation, relationships, decisions and actions. You acknowledge and agree that the Content is not professional psychological counseling, but rather discussions providing information on the potential for personal growth. The Company makes no guarantee that your relationship will improve because of your receipt or participation in the Content. **The Company makes no representation, warranty, or assurance that you will achieve the Content objectives or your own desired goals because of your receipt or participation in the Content and related Materials.**
- 5. **Limited Warranty.** The Company represents and warrants that the Content will substantially conform to the description provided on our website from time to time. Otherwise, the Company makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the Content. The Proprietary Information is provided “as is” and with all faults and could include technical, typographical, or photographic errors. The Company makes no warranties with respect to the Proprietary Information. To the extent any sites are linked to the Proprietary Information or any other part of the Content, the Company has not reviewed the sites so linked and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of that website. Use of any such linked website is at the user's own risk. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 5, THE COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

6. Limitation of Liability. The Company is able to keep Content fees affordable because you and other participants agree to reasonable liability limits. Except if solely caused by the Company's gross negligence or willful misconduct, the Company is not liable for any personal or property damage, loss, or destruction, or personal injury or death, arising out of in any manner, or connected with your consumption and participation in the Content. ADDITIONALLY, IN NO EVENT WILL THE COMPANY BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONTINGENT DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE CONTENT, REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE, (B) WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM DEGREE ALLOWED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE THE RIGHT (A) TO CLAIM OR COLLECT CONSEQUENTIAL, INCIDENTAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONTINGENT DAMAGES OF ANY KIND, AND (B) TO CLAIM OR COLLECT LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE. **Further, notwithstanding any other provision of this Agreement, the total amount of any Company liability for any reason whatsoever is limited to the amount that you actually paid for access to the Content within the past 365 days.**
7. Offensive Content. The Company instructs in adult topics. You represent and warrant that you are at least 18 years of age. You acknowledge and agree that, at times, you may be exposed to Content that may be considered to be offensive, indecent or objectionable by certain individuals or groups. Under no circumstances will the Company be liable in any way for any such Content, or any loss or damage of any kind incurred or suffered by you because of the use of any such Content or otherwise made available in connection with the Content.
8. Prerecorded Content. Prerecorded content may be used which is streamed over the internet. You understand and agree that the terms of this Agreement apply to all Content activities and content whether live or prerecorded Content is provided.
9. Termination of Relationship. You understand and agree that Content and Company instructors, agents, and contractors are not authorized or qualified to advise you to stay in your relationship or to leave or terminate any relationship. You must disregard and agree to disregard as completely invalid any such suggestion or directive to do so and you are solely responsible for deciding whether to stay in or to terminate any relationship.
10. Well-being. You understand and agree that you are solely responsible for creating and implementing your own physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from your participation, or lack of participation, in any portion of the Content. As such, the Company is not and will not be liable or responsible for any of your actions or inaction, or for any direct or indirect result of your participation in the Content.

11. Your Right. The Content is a comprehensive process that may involve different areas of your life, including work, finances, health, relationships, education and recreation. Deciding how to handle these issues, or to incorporate Content principles into those areas and implementing choices is your sole and exclusive right and responsibility.
12. Not a Substitute for Treatment. **The Content does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. The Content is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or for sexual or domestic violence abuse counseling from qualified professionals. It is your exclusive responsibility to seek such independent professional, emergency, medical guidance and assistance as needed. If you are currently under the care of a mental health professional, you should promptly inform the mental health care provider of the nature and extent of the Content.**
13. Not Professional, Medical, Legal, or Financial Advice & Not a University. **The Content instructors and other Company personnel are not qualified to provide legal, tax, medical, accounting, or financial advice, and the information provided to you by the Content is not intended as such. You should refer all legal, tax, medical, accounting, and financially related inquiries to appropriately qualified professionals of your choosing. Further, the Company is not, and is not affiliated with, a private or public “university” or other educational institution for higher learning.**
14. TCPA. By applying for access the Content, you expressly authorize Company to contact you (including via telephone, email, and text) about the Content, Company programs, offers and services using automated technology to the email address and phone numbers you provided to us. We may use the information you submit in coordination with third parties to personalize your experience but we do not sell your information to anyone.
15. Consent to Web Site Terms and Policies. By applying for access the Content, you additionally acknowledge and agree to all web site terms, conditions, policies and disclaimers on the web site page where you provided your information to Company.
16. Class Action Waiver: Where permitted under applicable law, you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative action. Unless both you and the Company agree, no judge or arbitrator may consolidate more than one person’s claims or otherwise preside over any form of a representative or class proceeding.
17. Nonwaiver of Remedies. The failure or neglect of a party to enforce any remedy available by reason of the failure of another party to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of the term or condition. A waiver by a party (i) must be in writing, (ii) will not affect any term or condition other than the one specified in the waiver, and (iii) will waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

18. Amendment. The Company may, in the Company's sole and absolute discretion, unilaterally modify, amend, or change this Agreement at any time and from time to time, by giving you notice and sending a revised version of such agreement to you at the most recent address provided to the Company (including email). Unless otherwise provided, any modification, amendment, or change to this Agreement by the Company is effective upon the specified date given in such notice. Following any such modification, amendment, or change, your continued participation in the Content will serve as and be deemed your express assent and agreement to all modifications, amendments, and changes. You may not modify, amend, or change this Agreement, and any such modifications by you are void, unless agreed to by the Company in a writing signed by an authorized Company representative.
19. Severability. The provisions of this Agreement are severable, and if any portion of this Agreement is held or declared to be illegal, invalid or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision of this Agreement, and the remainder of this Agreement, disregarding such portion, will continue in full effect.
20. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by Idaho law, without giving effect to that state's the conflict of laws jurisprudence. The state and federal courts of Idaho have jurisdiction, and the exclusive venue for mediation, litigation, and all other proceedings (each, a "**Proceeding**") will be in Boise, Ada County, Idaho. If the Company institutes a Proceeding against you and thereafter prevails in that Proceeding, the Company will, in addition to any other damages awarded, be awarded its reasonable attorney fees and costs in the Proceeding, including trial, arbitration, mediation, or appeal, as awarded by the court, arbiter, or mediator.
21. Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.
22. Counterparts; Execution. This Agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means), and all counterparts taken together will constitute the same instrument. This Agreement may be delivered by facsimile or other form of electronic delivery, and a facsimile, scanned, or other form of electronic copy of this Agreement will be binding as an original. This Agreement may be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures in the United States. Each party's electronic signature is the legal equivalent of its manual signature on this Agreement. Each party's use of a keypad, mouse, or other device to select one or more letters, characters, numbers, or other symbols in digital form incorporated in, attached to, or associated with an electronic document constitutes its signature ("**E-Signature**"), acceptance, and agreement as if actually signed by such party in writing. No certification of authority or other third-party verification is

necessary to validate a party's E-Signature and that the lack of such certification or third-party verification will not affect the enforceability of its E-Signature.

This is a legally binding contract between you and the Company. By providing your information to the Company, you are acknowledging that you have read, agree to and accept all of the terms and conditions contained in this Agreement, reviewed and attest to the accuracy of your personal information provided to us and that you intend for the Company to rely upon this acknowledgement.

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