



# SULADIO

KNOWLEDGE ★ POWER ★ FREEDOM

## DRIVE SUBSCRIPTION AGREEMENT

Last Updated: March 1, 2024

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This Agreement (hereinafter the "Agreement") between Suladio LLC ("Suladio", "the Company", "us", "we", "our") and you ("you", "user", or "purchaser") governs your purchase of the Suladio educational services package known as ("the Package", the Service" or "the Services") for which you have agreed to pay a total price of \$199 USD the first month and \$149 USD each month after. You may sign this Agreement by the means provided, which may be a checkbox, an ink signature page or a signature using your keyboard, mouse, stylus, or finger on a touchscreen. By signing this Agreement, you acknowledge you have read it and agree to be bound by its terms. PLEASE READ THESE TERMS CAREFULLY BEFORE SIGNING. THEY MAY AFFECT YOUR LEGAL RIGHTS, PARTICULARLY SECTION 4 BELOW, WHICH GOVERNS RESOLUTION OF DISPUTES INVOLVING SULADIO. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SIGN THIS AGREEMENT.

### 1. Course Content

The package you purchased includes access to the Company's Learning Management System ("LMS") and streaming access to the Package together with supplemental documents and materials. A full description of the Package you purchased is available at [Suladio.com](https://www.suladio.com).

The Suladio Independent Business Owner ("IBO") who sold the Package to you can show you how to access it. Through the same web portal, you will be able to access updates or additions to the courses in the Package, which the Company may produce from time to time. You may, at the Company's discretion, be invited to attend webcasts and/or live tapings of such updates and additions. In the case of live tapings, you would be responsible for your travel, lodging and food expenses.

**REDEMPTION PERIOD:** You will have access to the Package for on a month-to-month basis, Beginning on your purchase date, defined as the date your order was submitted. Your education Subscription will continue to auto-renew each month, on the day of the month that you made your purchase, until you cancel. The time from your purchase date until the final day of the month during which you cancel your subscription is the "Redemption Period."



**LEARNING FAMILY:** You may designate additional people who reside with you to be your “Learning Family” which would grant the Learning Family members access to the Package you have. Your Learning Family members will not be given separate log-ins. As the “Primary Learner” you will be financially responsible for the account. As the “Learning Family”, your Learning Family members may not participate in or attend live events unless you are in attendance. Learning Partners who purchase their own education package will be granted full access and be considered the Primary Learner on their own account.

**CANCELLATION BY RESCISSION:** You may cancel this transaction, without penalty or obligation, within seven (7) calendar days of the date you signed and submitted this Agreement to the Company. To rescind, or to ask any questions about your right of rescission please contact [support@suladio.com](mailto:support@suladio.com).

**CONTENT AND COURSE CHANGES:** Certain classes, support materials and web features may exist in or be part of multiple learning paths. Company reserves the right to add, change or remove courses, instructors, and supporting materials from time to time and to make replacements or substitutions as it deems appropriate.

**RISK:** The Company makes no representations as to the completeness, currency, or accuracy of the information contained in the Suladio education. You assume the risk of any investments or business decisions you make, before, during or after consuming the education contained in your purchase. The Company recommends that you always exercise due diligence in every business decision regardless of a person or company's reputation, knowledge or how you know them, and always seek the advice of licensed professionals where appropriate.

**SCOPE OF SERVICES:** You acknowledge that your payment is solely for access to the Package, support materials, and LMS and that Suladio is not offering you a business opportunity.

(a) No Guaranteed Results. Suladio makes no guarantee of potential results that will or may be



achieved by you from purchasing, learning, and applying the services received under this Agreement. You acknowledge that no promise or guarantee of results was made to you to induce you to purchase the Package.

(b) No Buy-back or Security Agreement. You acknowledge that Suladio provides no "buy-back", "protection", or "secured investment" arrangement of any nature whatsoever that would serve to protect you from the loss of any purchases or payments in connection with your purchase. You have the right to cancel or rescind within 7 days as set forth in this Agreement.

(c) No Sales or Marketing Program. Suladio shall not provide a sales/marketing program/plan to you.

(d) No Location or Site Selection Assistance. Suladio makes no representation to you that Suladio will provide any locations for you to conduct business or in finding locations for the use or operation of your business.

(e) No business deals or funding. Suladio does NOT engage in investing with customers and Suladio does NOT find, fund, or do business deals for or with customers.

(f) You agree that you are solely responsible for your interactions with any other user, and you agree that Suladio is not liable for any loss or claim that you may have against any third party. Suladio reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the services. This section shall survive the termination of this agreement.

## 2. Access and Use of the Services

**ACCOUNT ACCESS, PASSWORD AND SECURITY:** You may be required to register with Suladio in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form, including for example: (i) your name; (ii) contact phone number; (iii) current address; (iv) current email; and (v) payment information. You are responsible for maintaining the security and confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control, including ensuring a proper exit from your account at the end of each session when accessing the services. You may not share your password or other login information with any person, and you may not use another's account. Any use of your account by any person other than yourself is grounds for suspension or termination of your access. You agree to promptly notify us of any unauthorized use of your username, password, or other account information, or of any other breach of security that you become aware of involving your Suladio account, or the Suladio services. Suladio will not be liable for any loss or damage you incur as a result of someone else using your password, either with or without your knowledge.



### 3. Limited License/Conditions of Use

**COMPANY INTELLECTUAL PROPERTY** You acknowledge that the Company and/or its licensors own all the content contained in the Package, including but not limited to all video, audio, photographic and written content and any transcripts, reductions and derivative works of said content (collectively "the Content"). Your purchase of the Package gives you a non-transferable, non-sublicensable, non-exclusive and revocable license to stream the Content during the Redemption Period. It does not give you any other rights to the Content. Any attempt to download, reproduce, distribute, sell or use the Content except as authorized by the Company is prohibited and may result in the loss of your license to view it. If your license is revoked, you must promptly destroy all content downloaded or otherwise obtained through the Services, as well as copies of such materials, whether made in accordance with this Agreement or otherwise. Except for the foregoing limited license, no right, title, or interest shall be transferred to you.

The Suladio name and logos are trademarks and service marks of Suladio (collectively the "Suladio Trademarks"). Nothing in this Agreement or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Suladio's Trademarks displayed on the Service, without our prior written permission in each instance.

**USE OF NAME, VOICE AND LIKENESS:** You consent to allow the Company to take photographs and make audio and video recordings featuring your voice and image at live and online Company events, if you choose to attend them. If the Company does photograph or record you at such events –or if you submit content voluntarily to the Company -- you consent to the Company's use of your name, voice, likeness and image (in photographs, written materials, videos and voice recordings) in promotional or educational materials and products and services or for any lawful purpose, without any additional permission or authorization from you and without additional fees or consideration being paid to you.

#### 4. Dispute Resolution

**BINDING ARBITRATION/JURY WAIVER** Any dispute or claim between you and the Company arising out of or under this Agreement, the IBO Guide, any Supplemental Terms or any other agreement between you and the Company or any of its owners, employees or representatives ("Dispute"), will be finally settled by binding arbitration in Davis County, Utah, under the Commercial Arbitration Rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator will apply the laws of the state of Utah, and the arbitration will be conducted in English. At the request and expense of the requesting participant, the documents can be translated to their preferred language, and they may have an interpreter attend any proceedings. The arbitration proceedings will be closed to the public and confidential. Except as may be required by law, neither party may disclose the existence, content, or results of any arbitration without the prior written consent of all the participants. The prevailing party (as determined by the arbitrator), if any, shall be entitled to reimbursement from the other party or parties for such of its costs and expenses (including reasonable attorneys' fees) incurred in connection with such arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. **THE PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL TO RESOLVE ANY DISPUTE.** This section shall survive the termination or expiration of this Agreement.

**WAIVER OF CLASS ACTIONS. YOU UNDERSTAND AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN YOU AND SULADIO YOUR SOLE REMEDY IS IN AN INDIVIDUAL CAPACITY, WAIVING YOUR RIGHT TO LEAD OR PARTICIPATE IN A LAWSUIT INVOLVING OTHER PERSONS, SUCH AS A CLASS ACTION. This section shall survive the termination or expiration of this Agreement.**

**CONSEQUENTIAL LOSS WAIVER** Notwithstanding any other provision of this Agreement, you hereby waive your right to seek any punitive or exemplary damages or any damages for indirect, special or consequential loss against the Company, its owners, managers, officers, employees or agents. For the purpose of this clause, "indirect, special or consequential loss" includes:

- a. any loss of income, profit, or business;
- b. any loss of goodwill or reputation; and
- c. any loss of value of intellectual property.

This section shall survive the termination or expiration of this Agreement.

**INDEMNIFICATION AND RELEASE.** You hereby waive, release and discharge, and also agree to indemnify, defend and hold harmless, the Company -- including all of its employees, officers, directors, principals, members, managers, affiliated companies, attorneys, agents, and other representatives -- from and against all claims, liabilities, losses, damages, costs, charges, fees,



actions, obligations, expenses, suits or actions, including all reasonable expenses and attorneys' fees arising out of or relating to any real estate, marketing, business, or any other activity, transaction, dealing, contract, communication, or other matter into which you are a party or participant. To the extent the harm to Suladio is Suladio's fault, then you shall not be liable to indemnify Suladio for such harm. You acknowledge that your agreement to indemnify the Company as set forth above is a material part of this Agreement and that the Company considers it essential to the operation of its business. This section shall survive termination of this Agreement and/or your status as an IBO or a customer of the Company.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY SIGNING IN THE BOX BELOW OR BY USING ONE OR MORE OF THE SERVICES OF THE COMPANY REFERENCED HEREIN YOU EXPRESSLY CONSENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

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