Terms and Conditions for the EMPOWERed Mentoring Program	Terms and	Conditions	for the	EMPOWERed	Mentoring	Program
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Read these carefully to make sure you understand everything. You're required to abide by these policies to make sure we have the best experience working together. Please make sure you have a signed copy of this on file with Brian.

Definitions

In these Membership Terms:

- <u>"Member"</u>: an individual who has been accepted as a member of the EMPOWER Membership and has started submitting monthly payments.
- <u>"Brian R. King"</u>: the owner of the membership site and the individual with the right to seek legal action if a member breaches any of the Terms and Conditions.
- "Us": Brian R. King and the other individuals (his team members) working alongside him to serve the EMPOWER community.

Obligations of 1-on-1 Coaching Clients

Payments

- 1. Payments can be made via PayPal and will continue to occur on a monthly basis unless you choose to cancel with 30 days notice.
- 2. Should there be an issue with your payments and you are unable to make them, we reserve the right to suspend your access to all of the membership resources until you have submitted all outstanding fees. Not being able to pay outstanding monthly fees does not mean you can simply stop paying. The program fees will be cleared in a timeframe agreed upon by you and Brian R. King, until you cover all the necessary payments. After this is done, it will be agreed by the same parties whether you can keep your membership or not. Interest may occur for late payments.
- 3. Your program fee will remain the same throughout your membership. Should you choose to discontinue services, and begin again at a later date. You will be required to pay any increased rate.
- 4. All prepaid sessions (if applicable) are to be used during each 30 day pay period. Hours do not roll over to the next month. Time can be used in 30 or 60 min increments. You can establish a recurring day and time with Brian, or schedule when you feel the need.

4. Text messages sent by Member to Brian R. King will be responded to in 24 hours or less.

It's important to note that Brian R. King doesn't offer crisis management. It's important to have a professional to support you if a crisis is an issue for you.

Membership Obligations for the EMPOWER Community

- 1. When you apply to join EMPOWER (after your 1 FREE month), you're not automatically accepted. Your application will be reviewed and your personal needs will be considered along with how they balance with the needs of the community. The better the balance the better the experience for everyone.
- 2. Being a part of The EMPOWER Community doesn't require but encourages a minimum 6-month commitment. This is because change takes time and people can be tempted to withdraw when dealing with difficult issues. This commitment helps keep you in the game.
- 3. If you decide to cancel your membership, you need to do so with a written notice sent to our email associated with your membership minimum 30 days before your next payment date. Canceling your membership from your account does not mean you will stop being charged. We will cancel your membership on the date when your next recurring payment would have been made and revoke your access from the membership site and Discord channel

- 4. We have a 14-day money-back guarantee, afterward, no refunds can be given on membership fees that have already been paid whether they have been paid monthly or yearly. This does not apply to you if you conduct yourself in a way that goes against these terms and conditions (e.g. insult Brian R. King or any of the other members in a private, semi-private or public space; if you create a toxic or unsafe environment, act in any other way that Brian sees as unfit for an EMPOWER member within your first 14 days. In this scenario you are not entitled to a refund of your membership fee even if you're within the 14-day money-back guarantee.) If you enter the program at a discounted rate, you may keep that rate as long as your payments continue to be made without interruption. If you stop payment at any time, then decide to return to the program. Any price increases that have occurred will apply.
- 5. You get to keep all bonuses regardless of when you cancel your membership.
- 6. If you are evicted from the membership by Brian R. King (the owner) for a legitimate reason (see below) before your membership has officially expired, you are not entitled to a refund on any membership fees that have been paid for this duration.

Legitimate reasons include:

 Publicly speaking negatively about the community, Brian R. King or any of the members;

- Any fraudulent activity such as illegal online/offline activities,
 fraudulent chargebacks (on any products/services by Brian R. King or other business owners) or similar;
- Participating in any online or offline scams;
- Creating a negative environment inside the community (e.g. fighting with people, insulting people, creating arguments).

Rules of Conduct

- 7. Members shall at all times act with integrity and avoid conflicts of interest and avoid any actions or situations that are inconsistent with the Terms and Conditions written on this page.
- 8. Members shall at all times be mindful of their attitude and behavior towards other members. Discrimination, insults, and violent behavior of any kind will not be tolerated and will result in termination of the membership. We reserve the right to share not only testimonials publicly, but also any activity that can be deemed as fraudulent, to warn other people.

Rules of Use and Intellectual Property Rights

9. Our Membership Area consists of a variety of video training, PDFs, and recordings. By entering the area through your paid membership, you agree that all the content inside is solely meant for your personal use and you do not have any rights to download it, share it, transfer it or reproduce it unless you have

Brian R. King's written consent. This includes all content from the Discord group and the membership site (<u>brianraymondking.com</u>). You are forbidden from screenshotting anything from any of the places and sharing it anywhere else, as well as sharing your password with other people so they can log in.

- 10. We do not accept content that is likely to offend our members or viewers, therefore, we reserve our right to remove it.
- 11. You are responsible for each and every access or use of the membership site that occurs in conjunction with use of your username and password.
- 12. Use of your username and password is conclusive evidence that you have accessed the Membership area of the sites.
- 13. You must keep your username and password confidential.
- 14. You must not allow any third party to access the site using your username and password and take advantage of the site on your behalf by viewing any of the content.

Application process

15. Submitting an application to become a member does not guarantee you an acceptance. We have certain criteria that you need to meet in order to be accepted, which a team of multiple people decides on, led by Brian R. King.

16. If accepted, your access to the membership site will be granted as soon as (the site is available). You'll receive your acceptance email within 24 hours of acceptance which includes details for accessing the Facebook group and respective Discord channel.

Payments

- 17. Payments can be made via PayPal or Stripe and will continue to occur on a monthly basis unless you choose to cancel.
- 18. Should there be an issue with your payments and you are unable to make them, we reserve the right to suspend your access to all of the membership resources until you have submitted all outstanding fees. Not being able to pay outstanding monthly fees does not mean you can simply stop paying. The membership fees will be cleared in a timeframe agreed upon by you and Brian R. King, until you cover all the necessary payments. After this is done, it will be agreed by the same parties whether you can keep your membership or not. Interest may occur for late payments.
- 19. Your membership fee will remain the same throughout your membership. We do not reserve the right to change it without your written permission.

Indemnity

- 20. If a member is found to be negligible of any of the terms and conditions and membership rules, he/she agrees to keep us indemnified of all losses, expenses, damages, and costs incurred by us in respect of any misleading statements, and/or acts, and/or omissions that may be carried by him/her against us.
- 21. If a member does not get the desired results as part of the membership, he/she agrees to not pursue any legal action against Brian R. King or any other member of the membership community. We cannot be held responsible for whether members choose to implement our teachings and advice, and for whether they implement them in the right way.

Confidentiality

22. All members agree to keep any and all Confidential information obtained about any of the other members or Brian R. King confidential. "Confidential information" relates to any information concerning the opinions, finances, or affairs of the other members which is not in the public domain. This clause shall survive termination of the Contract.

General

- 23. Any party that has a signed or confirmed agreement will be eligible to be reliant on these terms as caught under the Contracts (Rights of Third Parties) Act 1999.
- 24. An agreement is confirmed by finalizing the application process and submitting the first monthly payment, as the agreement can be viewed from the application.
- 25. The Terms and Conditions of this website shall constitute the entire agreement between you, Brian R. King and Brian R. King International, Inc., and shall supersede all prior engagements, written or oral, relating to the subject matter.
- 26. Should any of these terms come into dispute, they shall be interpreted under the context of Law of the State of Illinois.
- 27. We reserve the right to choose to use the Courts in the necessary U.S. jurisdictions to govern any disputes that may arise, however dependent on the domicile of a member of a particular country, reserve the right to bring proceedings in the residence of that country.
- 28. If for any reason any of the clauses contained within this agreement are deemed to be invalid in the eyes of a court in a particular jurisdiction, then we

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reserve the right to rely on the enforceability of all remaining terms under this
agreement.

- 29. We reserve the right to alter our terms and conditions. By using our website and membership area, you are automatically bound by these terms and the onus is on you to keep yourself informed of any changes that we carry out, without further notice to you.
- 30. This program/membership is NOT therapy and Brian R. King is NOT acting as a therapist, he's acting as a Mentor/Coach. Therefore, this program/membership is NOT a forum to process serious trauma or crisis related to mental health issues. If you live with challenges in the aforementioned areas, it's your responsibility to acquire a therapist to support you.

In the case of a dispute, you need to submit a complaint in writing to brian@brianrkingintl.com at Brian R. King International Inc.

Sign and date below to acknowledge you've read, understood and agree to abide by these Terms and conditions.

Name:	Date:	

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A Favor

Make sure you have a signed copy of this on file with us.

Thanks for being you,

Brian R. King

Brian R. King, MSW