



# ACCEPTANCE OF TERMS

## Resource Product Terms and Conditions Real Education for Life, LLC d/b/a Evolution Seminars

**I. General Terms:** *the following terms and conditions shall apply to all Evolution Seminars products, except where otherwise already provided for in these Terms and Conditions.*

a. **Payment terms:** All product sales shall be paid in full before the delivery of said products. If a payment plan is entered, no payment plan entered into shall exceed 3 months. Products will be shipped to buyer upon receipt of final payment.

b. **Breach:** A breach of this Agreement includes, but is not limited to, failure to pay under the terms and conditions of this Agreement. Any person found in breach of this Agreement will forfeit any bonuses, including any related to this Agreement, and will liable for full amount of payments.

**c. Returns and Refunds:**

i. Up to **3 calendar days after purchase**, you may return unopened products and **receive a full refund** for any unopened resource products.

ii. After 3 calendar days and **before 30 calendar days after purchase**, you may return unopened products for **seminar or product credit only**. Total amount paid may be applied to other seminars or products offered exclusively by Real Education For Life. (Credit does not apply to partner events or products NOT owned by Real Education For Life.)

iii. **30 calendar days after purchase and beyond, there are strictly no returns or refunds.**

iv. Due to the digital nature of resource products, **there are strictly no returns or refunds for any opened or downloaded resource products.**

v. Cancellation & refund requests for resource products must be made in person, or in writing by Certified Mail with Return Receipt to the address that appears on the front of this Agreement and postmarked by the applicable cancellation date. Once notice is received, you will be required to fill out a return and refund request form before any applicable refunds are processed. You must also return any physical materials received, in like-new condition, before any refund is processed. Any items not returned in like-new condition will be charged and deducted from any refund. Once the completed cancellation form and any physical materials are returned, refunds will be processed within 15 business days.

d. **Shipping:** Any products purchased that are not in stock at the time of purchase will be shipped to you at no additional charge. If you have entered into a payment plan agreement, you will be responsible to shipping charges once payments have been completed.

e. **Warranties:** You acknowledge that you are not relying on any warranties, promises, guarantees or representations made by us or anyone acting or claiming to act on behalf of us unless it is in writing and made a part of this Agreement.

f. **Attorneys' Fees:** The prevailing party shall be entitled to reasonable attorneys' fees in any dispute or action arising out of this Agreement.

g. **Venue & Choice of Law:** Any issue, dispute or controversy arising out of this Agreement shall be governed by the laws of California and filed with a court of competent jurisdiction in the County of Orange, State of California.

h. **Tax:** For products purchased inside the state of California, sales Tax, or other applicable tax will be charged for the total sales price. Any additional taxes based on city may be charged to the participant in addition in accordance with local government tax regulations.

i. **Subject to Change:** Products offers and special discounts are subject to change without notice, and any "in-seminar" special pricing expires at the conclusion of said seminar.

j. **Right of Refusal:** Evolution Seminars reserves the right to refuse to sell products to any person for any reason. In such case, there will be no refund for meals, transportation, lodging, or other incidental costs.

k. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

l. **Indemnity:** You agree to indemnify and hold harmless Evolution Seminars against loss or threatened loss or expense by reason of the liability or potential liability of you for or arising out of any claims for damages arising out of relating to this Agreement.

m. **Integration & Modification:** This Agreement is the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties. No employee or agent, other than Matt Brauning, has authority to modify this agreement.

n. **Severability:** If any provision of this Agreement is held unenforceable, then such provision will be modified to the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

o. **Heirs and Assigns:** This Agreement shall inure and bind the enrollee and their respective heirs, representatives, successors, and permitted assigns. This registration/Agreement shall not be assigned to another without the prior written consent of Evolution Seminars.

p. **Waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.