

## TERMS AND CONDITIONS

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The following Terms and Conditions from Pure Imagination, LLC (hereinafter “COMPANY”, “We”, and “Us”) govern your use of the above web sites and apply to your access and use of them.

By accessing or using this web site, you are acknowledging and accepting, and agree to be bound by, the Terms and Conditions described herein. These Terms and Conditions are subject to change or modification by the Company at any time and at our discretion without notice. You waive any right you may have to receive specific notice of such changes or modifications, and your continued use of this web site after any changes are implemented constitutes your acceptance of the changes. As a result, we encourage you to consult the Terms and Conditions each time you use the Website. If you do not agree with the Terms and Conditions, please do not use or access the web site.

Please read carefully, and note our MANDATORY ARBITRATION PROVISION and WAIVER OF CLASS ACTION PROVISION.

Please also note that COMPANY is an entity based in Missouri, USA that primarily serves customers in North America.

### 1.) INTELLECTUAL PROPERTY

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### 2.) ABILITY TO ACCEPT TERMS AND CONDITIONS / LIMITATIONS ON USE

You affirm that you are either more than 18 years of age, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

If you are provided a password to access this web site, then that password is for your personal use only, unless otherwise specified. You agree to be responsible for the security of your password.

### 3.) ORDER AND RETURN POLICIES

For any digital products, you will receive an email with login details to our membership site or download page. We also offer a 30-day money back guarantee on all our products, including live events. If you are not completely satisfied, you can alert us on or before within 30 days of the date that you placed your order. We will rescind access to the product or cancel your event registration and give you a full refund.

### 4.) PRODUCT DELIVERY / MEMBERSHIP SITE / CONDUCT

A. For products that you purchase from us that are delivered through a download link, you will be given a URL to access and download the product(s) you purchased. In such instances, you agree not to share the download link with other people who did not purchase the product(s).

B. For products that you purchase from us that are delivered through a membership site, you will be given a user name and password to access the course materials and tools. In such instances, you agree not to share your login information with other people who did not purchase the product(s). You will not sell access to this program or duplicate and sell any of its content without written permission.

C. Where applicable, the membership site is meant for informational purposes only. It is not intended as specific medical, legal, commercial, financial, tax or other professional advice. Use of the information on the membership site and this web site are at your own risk.

D. Use of content, unless otherwise stated, is for your own personal, non-commercial use. You may not distribute content, print multiple copies, or use the content for public display or performance unless otherwise stated.

E. We reserve the right to discontinue or modify without notice or liability, any portion of this web site.

F. You affirm, represent, and warrant that your participation on this web site and the content you submit does not relate to pornography, illegal activities of any kind, occult, hate, or racism. You also represent and warrant that content you submit does not violate the intellectual property rights of third parties. COMPANY reserves the right to make the final decision regarding what is appropriate. COMPANY further reserves the right to remove content or terminate your account without prior notice for a violation of this provision.

G. You understand and agree to not place an unreasonable burden on the server hosting this web site or membership site, to not interfere with the running of this web site and to not attempt unauthorized access to any portion of this web site.

H. You understand and agree not to provide false information about yourself, to impersonate another individual or provide misleading or false content.

I. You agree that any ideas, suggestions, or improvements that you provide to COMPANY about COMPANY's products or services shall be owned by COMPANY and that COMPANY is free to include such ideas in future products without compensation to you.

J. You hereby warrant that any information you submit to COMPANY through this web site is owned by you and that you have the necessary authority to submit such information. You hereby grant COMPANY a royalty-free, perpetual, worldwide license to display, modify, adapt, create derivative works from, and otherwise use any suggestions, ideas, and information that you provide to COMPANY.

## 5.) PRIVACY

Please read the Privacy Policy carefully to understand how COMPANY collects, uses and discloses personally identifiable information from its users. The Privacy Policy is hereby incorporated by reference as part of these Terms and Conditions.

## 6.) THIRD PARTY REFERENCES / HYPERLINKS

This web site may link you to other sites on the Internet that are not operated by the Company ("Third-Party Sites"). These Third-Party Sites may contain information or material that some people may find inappropriate or offensive. These Third-Party Sites are not under the control of COMPANY, and you acknowledge that COMPANY is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the other site by or any association with its operators.

You agree to access and use any Third-Party Sites and the third-party content contained therein at your own risk. You acknowledge that a Third-Party Site may collect personal information about you, and any personal information you disclose or submit to a Third-Party Site will not be under control of the Company. The Company assumes no responsibility or liability for the privacy and information collection policies of third parties operating any Third-Party Site and we suggest contacting the providers of those sites directly for information on their privacy policies.

## 7.) CONTACTING US

If you need to contact us, you can email us at [support@productfoundersjourney.com](mailto:support@productfoundersjourney.com) or send us a letter at: Pure Imagination, LLC, Attn: Gv Freeman, 2201 Missouri Ave., St. Louis, MO 63104.

## 8.) DISCLAIMER OF WARRANTIES

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UNDER NO CIRCUMSTANCES SHALL COMPANY, OR ITS AGENTS, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AND CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS WEB SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IN NO EVENT SHALL THE AMOUNT OF COLLECTIVE LIABILITY OF COMPANY AND ITS AGENTS, AFFILIATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AND CONTRACTORS EXCEED THE AMOUNT ACTUALLY PAID TO COMPANY FOR PRODUCTS OR SERVICES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Any provision herein to the contrary notwithstanding, the maximum liability of COMPANY to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Content delivered to You hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to COMPANY by You for the Content whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of COMPANY arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the web site and any services rendered hereunder and that, were COMPANY to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

## 10.) INDEMNIFICATION

Upon a request by COMPANY, you agree to defend, indemnify, and hold COMPANY and its other affiliated companies harmless, and their employees, contractors, officers, and directors

from all liabilities, claims, and expenses, including attorney's fees, that arise from your misuse of this web site or from your violation of the Terms and Conditions stated herein.

#### 11.) SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and COMPANY with respect to this web site and supersedes all prior or contemporaneous communications between you and COMPANY with respect to this web site. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

#### 12.) GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Missouri.

#### 13.) ARBITRATION OF DISPUTES

The parties agree that any dispute or claim in law or equity arising between them regarding the use of this web site or these Terms and Conditions, including any dispute regarding the enforceability or applicability of this arbitration provision, shall be decided by neutral, binding arbitration conducted in St. Louis, Missouri. The arbitrator shall be a retired judge, justice, or an attorney with at least ten (10) years of legal experience relating to the subject matter of this Agreement, unless the parties mutually agree otherwise, who shall render an award in accordance with the substantive laws of St. Louis, Missouri. In all other respects, the arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, subject to the parties being allowed limited discovery. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

NOTICE: BY USING THIS WEB SITE, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE ANYHOW PURSUANT TO A COURT ORDER. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. IF YOU DO NOT WISH TO AGREE TO ARBITRATION, THEN YOU MAY NOT USE THIS WEB SITE.

#### 14.) CLASS ACTION WAIVER

ANY LEGAL ACTION OR ARBITRATION ARISING IN CONNECTION WITH THE USE OF THIS WEB SITE OR THESE TERMS AND CONDITIONS MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS

NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

#### 15.) ATTORNEYS' FEES

In any dispute, action, proceeding, or arbitration regarding the use of this web site or these Terms and Conditions, including the enforcement of any arbitration provision herein, the party prevailing in such action or proceeding shall be entitled to recover, in addition to any other award of damages or other remedies, its reasonable attorneys' and experts' fees, costs and expenses (including, without limitation, expenses for expert witnesses and all reasonable attorneys' fees, costs and expenses upon appeal).