

## {I Heart My Voice} Sakura Sun Entertainment

### Master Your Voice 90-Day Program Payment Plan Enrollment Agreement

By clicking "I Agree" below, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, in the course, you ("Client") are entering into a legally binding agreement with Roxie Sakura Wallis, Sakura Sun Entertainment, and I Heart My Voice ("Company"), according to the following terms and conditions:

**Client First and Last Name:**

**Email Address:**

**Program Start Date (today's date):**

**Program End Date:**

I agree that program and all features & benefits will end 90 days from today.

**1. COMPANY'S SERVICES.** Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to render services related to education, seminar, consulting, coaching, and/or business-coaching (the "Program"). The terms of this Agreement shall be binding for any further goods/services supplied by Company to Client. Parties agree that the Program is in the nature of coaching and education. The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Company's website as part of the Program. Company reserves the right to substitute services equal to or comparable to the Program for Client if the need arises.

**2. COMPENSATION.** Client agrees to compensate Company according to the payment schedule set forth on Company's website and the payment plan selected by Client (the "Fee"). Company shall charge a 5% (five-percent) late penalty to all balances that are not paid in a timely manner by Client.

**3. REFUNDS AND RESPONSIBILITY.** Upon execution of this Agreement, Client shall be responsible for the full extent of the Fee. If client cancels attendance at the Program for any reason whatsoever, Client will receive no refund. This program is only for participants "Client" who are ready to achieve their highest potential and transform. Company does not guarantee any results to Client and the Client takes 100% responsibility for their own development and achievements within the program.

**4. CHARGEBACKS AND PAYMENT SECURITY.** Payment must be received and processed before the start of your 1st session. United States payment by credit card must be made no later than 48 hours in advance. Foreign payments must be made no later than 72 hours in advance. To the extent that Client provides Company with Credit-Card(s) information for payment on Client's account, Company shall be authorized to charge Client's Credit Card(s) for any unpaid charges on the dates set forth herein. If client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company's account or cancel the credit card that is provided as security without Company's prior written consent. Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.

**5. SCHEDULING.** IHMV programs have a start and end date. Master Your Voice is a 90-day program that begins on today's date and expires 90 days thereafter. Client agrees to schedule a weekly standing time prior to the start of each month. The program and all features and benefits contained within the program (10 1-hour sessions and any additional add on services purchased) will not be extended past the program end date. All sessions will start and end on time, even if Client is late. Emergency sessions scheduled during non-booking hours will be charged at an hourly flat fee of \$250. A 24-hour advance notice is required to reschedule any session. In event of a no-show or less than 24-hour notification, Client will forfeit session. Only 1 session per month may be rescheduled.

**6. SKYPE AND GOOGLE HANGOUT.** Any and all in-studio sessions may be given virtually upon 24-hour notification by Client or Company via Skype, Google Hangout or Phone. Client will provide Company with Skype and Google Hangout information and will keep an updated account with both companies in event that lessons are held virtually. Company cannot accept responsibility for connectivity issues from Client. Company will rebook a session at no extra charge in event that Company is experiencing technical difficulties.

**7. NO RESALE OF SERVICES PERMITTED.** Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program. This agreement is not transferrable or assignable without the Company's prior written consent.

**8. NO TRANSFER OF INTELLECTUAL PROPERTY.** Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and a single-user license. Client shall not be authorized to use any of Company's intellectual property for Client's business purposes. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

**9. LIMITATION OF LIABILITY.** By using Company's services and enrolling in the Program, Client releases Company, its officers, employers, directors, and related entities from any and all damages that may result from anything and everything. The Program is only an educational/coaching service being provided. By using Company's services and enrolling in the Program, Client releases Company from any and all damages that may result from anything and everything. Client accepts any and all risks, foreseeable or nonforeseeable, arising from such transactions. Regardless of the previous paragraph, if Company is found to be liable, Company's liability to Client or to any third party is limited to the lesser of (a) the total fees Client paid to Company in the one month prior to the action giving rise to the liability, and (b) \$1000. All claims against Company must be lodged with the entity having jurisdiction within 100-day of the date of the first claim or otherwise be forfeited forever. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client agrees that use of Company's services is at Client's own risk.

**10. DISCLAIMER OF GUARANTEE.** Client accepts and agrees that she/he is 100% responsible for her/his progress and results from the Program. Client accepts and agrees that she/he is the one vital element to the Program's success and that Company cannot control Client. Company makes no representations or guarantees verbally or in writing regarding performance of this Agreement other than those specifically enumerated herein. Company and its affiliates disclaim the implied warranties of titles, merchant ability, and fitness for a particular purpose. Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same results.

**11. COURSE RULES.** To the extent that Client interacts with Company staff and/or other Company clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. Client agrees to abide by any Course Rules/Regulations presented by Company. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

**12. USE OF COURSE MATERIALS.** Client consents to recordings being made of courses and the Program. Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client. Client consents to its name, voice, and likeness being used by Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client.

**13. NO SUBSTITUTE FOR MEDICAL TREATMENT.** Client agrees to be mindful of his/her own well-being during the course and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

**14. TERMINATION.** In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due here under shall be immediately due and payable. Company shall be allowed to immediately collect all sums from Client and terminate providing further services to Client. In the event that Client is in arrears of payments to Company, Client shall be barred from using any of Company's services.

**16. NON-DISPARAGEMENT.** In the event that a dispute arises between the Parties or a grievance by Client, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

**17. INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Company, Company's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Company recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

**18. CONTROLLING AGREEMENT.** In the event of any conflict between the provisions contained in this Contract and any marketing materials used by Company, Company's representatives, or employees, the provisions in this Agreement shall be controlling.

**19. CHOICE OF LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles or conflicts of law. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of California, San Diego County pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

**20. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. This Agreement may be modified only by an instrument in writing duly executed by both parties.

**21. SURVIVABILITY.** The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

**22. SEVERABILITY.** If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

**23. OTHER TERMS.** Upon execution by clicking "I agree," the Parties agree that any individual, associate, and/or assign shall be bound by the terms of THIS AGREEMENT. A facsimile, electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

# MASTER YOUR VOICE PAYMENT PLAN INFORMATION

## Payment Schedule:

I agree to pay \$800 today, plus 2 additional payments of \$500 every 30 days for 10 1-hour sessions

## Optional Add-On Specials (\$1000 each):

2-hour recording session with Roxie and Engineer + 1/2 Day Intensives

2-hour photo shoot with Roxie and Photographer + 1/2 Day Intensives

2-hour live video shoot with Roxie and Videographer + 1/2 Day Intensives

None

**Total Due Today** (\$800 down payment plus any optional add-on specials):

## Enrollment Agreement:

I acknowledge that I have read this enrollment agreement. I agree to the terms and conditions of the program including the refund, payment, scheduling and any optional add-on services that I have purchased. I am aware that I can view the enrollment agreement anytime at [iheartmyvoice.com](http://iheartmyvoice.com).

**Client's Signature:**

**Date:**

## Payment Method:

Check

Cash

Credit Card

## Credit Card Type:

Visa

MasterCard

American Express

Other

Card Number:

3-4 Digit

Security Code

Exp. Date:

Billing Street Address:

City, State and Zip Code:

**Credit Card Holders's Signature:**

**Date:**

Submit form or send questions to [info@iheartmyvoice.com](mailto:info@iheartmyvoice.com).