

Course Agreement

Effective Date: 4/28/23

THE AGREEMENT: This Course Agreement (hereinafter, "Agreement") is made by and between Georgia A. Benjou, hereinafter referred to as "Course Provider," and you, further defined below, as a participant in the Course, also defined below.

All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern the use of all pages and screens in and on the Course (all collectively referred to as "Course") and any services provided by or on this Course Provider through the Course ("Services") and/or on the Course Provider's website ("Website").

Article 1 - DEFINITIONS:

A) The parties referred to in this Agreement shall be defined as follows:

I) Course Provider, I, we, us: Course Provider, as the creator, operator, and publisher of the Course, is responsible for providing the Course publicly. Course Provider, us, we, our, ours and other first-person pronouns will refer to the Course Provider, as well as, if applicable, all employees and affiliates of the Course Provider.

II) You, the user, the participant: You, as the participant in the course and user of the Website, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as user or participant.

III) Parties: Collectively, the parties to this Agreement (Course Provider and You) will be referred to as Parties.

B) The Course details are as follows:

- I) Course Name: Catching the Editor's Eye
- II) Course Description: Media Relations for Independent Designers and Boutique Owners
- III) Total Course Fees ("Fees"): \$175 (one hundred seventy-five dollars, US)
- IV) Course URL: <https://www.georgiaalexiabenjou.com/>
- V) Course Start Date: 4/28/23
- VI) Course End Date: 6-months from Course Start Date

Article 2 - ASSENT & ACCEPTANCE:

By purchasing and participating in the Course, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please cease your participation in the Course immediately. If you do so after

purchase, you will not be entitled to any refund. Course Provider only agrees to provide the Course to you if you assent to this Agreement.

Article 3 - AGE RESTRICTION:

You must be at least 18 (eighteen) years of age to use this Website, participate in the Course or access any Services contained herein. By participating in the Course, you represent and warrant that you are at least 18 years of age and may legally agree to this Agreement. Course Provider assumes no responsibility or liability for any misrepresentation of your age.

Article 4 - LICENSE TO USE WEBSITE & ACCESS COURSE MATERIALS:

I may provide you with certain information as a result of your accessing of the Course through the Website. Such information may include, but is not limited to, documentation, data, or information developed by myself and other materials which may assist in your participation in the Course ("Materials"). Subject to this Agreement, I grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Course and your use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Course, your cessation of use of the Course or the Website, or at the termination of this Agreement.

Article 5 - COURSE TERMS:

After purchasing the Course, you may not be able to begin until the specified Course Start Date. You must complete the Course by the specified Course End Date. Whether or not the Course has been completed by the specified Course End Date, it will expire the following amount of time after purchase: 6 months.

The Course and any of its accompanying Materials may not be shared with any party. If Georgia Alexia Benjou suspects that the Course or Materials are being shared and/or that you have shared your log-in information with any party, I reserve the right to immediately terminate your access to the Course, in my sole and exclusive discretion.

I do not offer any promises or guarantees with regard to my Course or Course Materials. You hereby acknowledge and agree:

- A) You are solely and exclusively responsible for the choices that you make with regard to this Course, the Materials contained within it, or any significant changes to your business or life;
- B) You are solely and exclusively responsible for your own mental health, physical health, business decisions, and any other actions or inaction you choose to take;

- C) I am not liable for any result or non-result or any consequences which may come about due to your participation in the Course;
- D) This Course does not constitute a therapeutic relationship or a medical one. I do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

Article 6 - INTELLECTUAL PROPERTY:

You agree that the Materials, the Course, the Website, and any other Services provided by the Course Provider are the property of the Course Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title, and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

Article 7 - YOUR OBLIGATIONS:

As a participant in the Course, you will be asked to register with Georgia Alexia Benjou. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Course. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information or using the Course or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

OBLIGATIONS: As a participant in the Course, you will be asked to undertake and complete the following obligations:

Write 3 biographies, 1 brand profile, plan a lookbook format, and plan (and create, if applicable) a press book.

Article 8 - PAYMENT & FEES:

As noted above, the total Fees for the Course are as follows: \$175 (one hundred seventy-five US dollars).

The entirety of the Fees is due and payable upon your registration in the Course. No payment plans or installment plans are available.

Article 9 - ACCEPTABLE USE:

You agree not to use the Course or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Course or the Website in any way that could damage the Course, Website, Services, or general business of the Course Provider.

A) You further agree not to use the Course or the Website:

- I) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
- II) To violate any intellectual property rights of the Course Provider or any third party;
- III) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
- IV) To perpetrate any fraud;
- V) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
- VI) To publish or distribute any obscene or defamatory material;
- VII) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- VIII) To unlawfully gather information about others.

Article 10 - NO LIABILITY:

The Course and Website are provided for informational purposes only. You acknowledge and agree that any information posted in the Course, in the Materials, or on the Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between you and us.

You further agree that your participation in the Course is at own risk. We do not assume responsibility or liability for any advice or other information given in the Course, in the Materials, or on the Website.

Article 11 - REVERSE ENGINEERING & SECURITY:

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Course or Website:
- b) Violate the security of the Course or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user, or network.

Article 12 - DATA LOSS:

We do not assume or accept responsibility for the security of your account or content. You agree that your participation in the Course or use of the Website is at your own risk.

Article 13 - SPAM POLICY:

You are strictly prohibited from using Course for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

Article 14 - MODIFICATION & VARIATION:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

Article 15 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Parties with respect to the Course. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

Article 16 - SERVICE INTERRUPTIONS:

We may need to interrupt your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

Article 17 - Disclaimers

To the maximum extent permitted by law, the services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. Course Provider specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade. Course Provider further disclaim any and all liability related to your access or use of the services or any related content. You acknowledge and agree that any access to or use of the services or such content is at your own risk.

Article 18 - LIMITATION ON LIABILITY:

To the maximum extent permitted by law, Course Provider shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: (a) your access to or use of or inability to access or use the services; (b) any conduct or content of any party other than the applicable Course Provider, including without limitation, any defamatory, offensive, or illegal conduct; or (c) unauthorized access, use, or alteration of your content or information. In no event shall Course Provider's aggregate liability for all claims related to the services exceed twenty U.S. dollars (\$20) or the total amount of fees received by Course Provider from you for the use of paid services during the past six months, whichever is greater.

You acknowledge and agree that the disclaimers and the limitations of liability set forth in this terms of use reflect a reasonable and fair allocation of risk between you and Course Provider, and that these limitations are an essential basis to Course Provider's ability to make the services available to you on an economically feasible basis.

You agree that any cause of action related to the services must commence within one (1) year after the cause of action accrues. otherwise, such cause of action is permanently barred.

Article 19 – Export Controls

You warrant that you are not located in, or ordinarily reside in, any country that is subject to applicable U.S. laws and regulations preventing Georgia Alexia Benjou from providing you access to the Services. Your location is determined by your physical location. Use of a virtual private network service, IP routing services, or other similar service for the purpose of circumventing these laws is strictly prohibited.

You warrant that you are not named on any government prohibited, denied, unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list (collectively, "Sanctions Lists"). You will immediately discontinue your use of the Services if you are placed on any Sanctions List. You also warrant that you will not export, re-export, or transfer the Services to an entity on any Sanctions List or otherwise use the services in a manner that would be in violation of applicable laws.

Notwithstanding anything to the contrary in these Terms, Georgia Alexia Benjou may terminate any further obligations to you, effectively immediately if you are in breach of the obligations in this section.

Article 20 – INDEMNIFICATION:

You agree to defend and indemnify the Course Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees and costs, which may arise from or relate to your participation in the Course, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if we wish.

Article 21 – Governing Law & Venue

Except as provided below, the Services are managed by Georgia Alexia Benjou, which is located in Arapahoe County, Colorado. You agree that these Terms will be governed by the laws of the State of Colorado, excluding its conflicts of law provisions. In the event of any dispute related to these Terms that is not subject to binding arbitration, you and Georgia Alexia Benjou will submit to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Arapahoe County, Colorado as the legal forum for any such dispute.

Article 22 – Binding Arbitration and Class Action Waiver

In case of a dispute between the Parties whether pre-existing, present, or future, that arise out of or relate to our Services, these Terms, and/or any other relationship or dispute between you and us, including without limitation (i) the scope, applicability, or enforceability of these Terms and/or this arbitration provision, and (ii) relationships with third parties who are not parties to these Terms or this arbitration provision to the fullest extent permitted by applicable law (each a "Claim," and collectively the "Claims"), the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Arapahoe County, Colorado. The arbitration shall be conducted by a single, neutral

arbitrator. The arbitrator shall be an active member in good standing of the bar for any state in the continental United States and shall be either actively engaged in the practice of law for at least five years or a retired judge. Such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Colorado. Unless inconsistent with applicable law, and except as otherwise provided herein, each party shall bear the expense of its respective attorney, expert, and witness fees, regardless of which party prevails in the arbitration.

The arbitrator's decision will be final and binding upon the parties and may be enforced in any federal or state court that has jurisdiction. You and we agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of governmental agencies. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Neither you nor Georgia Alexia Benjou may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. The Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Georgia Alexia Benjou individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. Accordingly, you and we agree that the AAA Supplementary Rules for Class Arbitrations do not apply to our arbitration. This arbitration provision and the procedures applicable to the arbitration contemplated by this provision are governed by the Federal Arbitration Act, notwithstanding any state law that may be applicable.

This arbitration agreement does not preclude you or Georgia Alexia Benjou from seeking action by federal, state, or local government agencies. You and Georgia Alexia Benjou also have the right to exercise self-help remedies, such as set-off, or to bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. In addition, you and we retain the right to apply to any court of competent jurisdiction for provisional or ancillary relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with any of these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in this provision.

A court may sever any portion of this Binding Arbitration and Class Action Waiver Section that it finds to be unenforceable, except for the prohibitions on any Claim being handled on a class or representative basis, and the remaining portions of this arbitration provision will remain valid and enforceable. No waiver of any provision of this Section will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms.

THIS BINDING ARBITRATION AND CLASS ACTION WAIVER SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, AND THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE AAA RULES. OTHER RIGHTS THAT YOU OR GEORGIA ALEXIA BENJOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Article 23 - GENERAL PROVISIONS:

- A) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.
- B) JURISDICTION, VENUE & CHOICE OF LAW: Through your participation in the Course and your use of the Website, you agree that the laws of Colorado shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Arapahoe, Colorado. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.
- C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased, or otherwise transferred by Course Provider, the rights and liabilities of Course Provider will bind and inure to any assignees, administrators, successors, and executors.
- D) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- E) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- F) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- G) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

- H) FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- I) ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address:
GAB@GeorgiaAlexiaBenjou.com.