

## **The Thriving Scientist- supported version Terms of Use**

By purchasing **The Thriving Scientist - supported version** (hereinafter the “Program”), you, the purchaser (hereinafter “Student” or “you”) enters an agreement with **I focus and write** ("Company") and agree to the following terms:

### **1. Course Deliverables**

The Program is an online course. Company agrees to provide the content as promised on the Program checkout page, which includes:

- A Password Protected Program Area: The Company shall maintain a Program Area that will include video, audio and written lessons, templates, worksheets, checklists, slide decks and other training and support information. The Student shall have access to this Program Area for as long as the Program Area exists.
- Support during 4 months in the alumni-only membership Sustain, a monthly group coaching membership style program. This program includes co-working group sessions with other Students and one facilitator of the Company, a platform where students can interact, and sessions to discuss any questions that the Student has related to the program. The Company agrees to provide the support as described on the Program checkout page.
- From time to time, the Company will offer bonuses to individuals who sign up for the Program. The Student shall be entitled to any bonuses offered at the time of enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the program and they vary depending on specific live and automated promotions throughout the year.

Student will retain access to the Password Protected Program Area for the life of the Program, meaning for as long as Company offers and maintains the Program. Company will provide Student with at least one month’s notice should Company need to retire the program. It is then Student’s responsibility to download all materials from the Program before the retirement date noted by Company.

## **2. Privacy Policy**

Company's Privacy Policy is hereby incorporated by reference into this agreement. Student understands that Company will be providing educational content to Student and that Company's obligations under this Agreement exist only while Student is a paying member of the Program and that Company's obligations will cease once Student or Company cancels Student's membership.

Student also understands that Company is not providing one-on-one service on behalf of Student. Student understands that Ana Pineda (herein referred to as "Consultant") and "I focus and write", is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Student understands that Company has not promised, shall not be obligated to and will not; (1) do any writing for Student; (2) perform editorial proofreading of the full manuscript; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) introduce Student to Consultant's full network of contacts.

Student understands that a relationship does not exist between the parties. If the Parties continue their relationship, a separate agreement will be entered into.

## **3. Payment**

In consideration of Student's access to the Program, Student agrees to pay the fees as specified in the checkout page. If the Student opts for monthly payments, will remain responsible for those payments. The Student may not cancel or avoid these payments. In the event that any payment is not made, the Company shall immediately suspend access to the Program. If the Student have any coupon or signs up during a specific promotion, will receive the according discount.

Student hereby authorizes Company to charge Student's credit card or debit card automatically as part of Student's payment plan. In the case of other payment methods made by the Student or other parties, this same terms also apply.

## **4. No Refunds**

Company has a strict no refund policy on the Program. Student understands and agrees to this. In case of doubt, before signing up, Student can contact the Company at [ana@ifocusandwrite.com](mailto:ana@ifocusandwrite.com) to discuss the suitability of the program.

Since the moment the student signs up has access to the full online curriculum of the program and all the materials, a grace period cannot be granted. However, I'll grant a grace period of 14 days **for the supported part of the program**. The student signs up to start the supported part on a certain month, but if within 14 days after signing up and before that supported part starts, the Student can modify the starting date of that supported part.

## **5. Cancellation**

Student may not cancel their payments for the Program and understands that they are responsible for paying for the Program in full upon registration. Should Student fail to make timely payment, Company may immediately suspend Student's access to the Program and pursue whatever remedies available to collect the balance owed.

Company reserves the right, in its sole discretion, to cancel Student's access to the Program and the related services or any portion thereof at any time, if the Student becomes disruptive to the Company or other Program participants, if the Student fails to follow the Program guidelines, or if the Student otherwise violates this Agreement. Student shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such cancellation.

## **6. Intellectual Property and copyright owner**

Company owns the rights to all content in the Program such as texts in the forms of guides, books, explanations and the like, as well as other videos, graphics, logos, images, downloads, and other like materials. Student's participation in the Program does not transfer any intellectual property rights to Student. Company grants Student a single-use,

non-exclusive, non-transferable, revocable license to any and all Program content. Student agrees not to create any derivative works of the content found in the Program.

## **7. Force Majeure**

Company shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **8. Independent Contractor**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Company agrees only to provide Student with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

## **9. Severability**

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

## **10. Liability**

Student agrees to absolve and do hereby absolves Company of any and all liability or loss Student may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. Student agrees that Company shall not be liable

to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

Student hereby acknowledge(s) and agrees that participation in the Program is voluntary and solely within the discretion of the Student. Student also acknowledges and agrees that they may not benefit from participation in the Program, may incur or exacerbate known or unknown physical injuries or other risks, now or in the future, and understands that the physical movements associated with yoga may be different from other physical activities that they currently know. Participation in the Program may have considerable risks, seen and unforeseen, including without limitation, (i) head or brain injuries; (ii) neck, spinal or vertebral injuries; (iii) injuries to the back, shoulders, knees, or extremities; (iv) increased risk of arterial tear or blockage and blot clots; (v) bone fractures, (vi) joint dislocations or degeneration; (vii) risk of strokes; (viii) muscle or ligament tears; and (ix) injuries caused by contact with another person or object arising from your participation in the Program.

### **11. Warranty**

Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

### **12. Assignment**

Student may not assign this Agreement without express written consent of Company.

### **13. Modification**

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company’s website and purchasers shall be notified.

#### **14. Indemnification**

Student agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of Student's use of or inability to use the Program and related services, any user postings made by Student, your violation of any terms of this Agreement or your violation of any rights of a third party, or Student's violation of any applicable laws, rules or regulations.

#### **15. Results Disclaimer**

Every effort has been made to accurately represent this product and its potential.

There is no guarantee that the Student will finish the manuscript using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee. Writing potential is entirely dependent on the person using our product, ideas and techniques.

Any claims made of examples of actual results can be verified upon request. The Student level of success in attaining the results claimed in our materials depends on the time the Student devotes to the program, ideas and techniques mentioned, complexity of the work, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee Student's success. Nor are we responsible for any of Student's actions.

#### **16. Dispute Resolution**

Student expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Student attempts to assert any such claim, Student hereby expressly agrees to present such claim only in the small claims courts in The Hague, The Netherlands.

*Last Updated: 12.01.2024*