

# TERMS OF PARTICIPATION

Please READ carefully. By purchasing this product, the following Terms and Conditions are entered into by Doulagivers LLC. (“Company”, “we”, or “us”) and You (“Client” or “You”) agree to the following terms stated herein.

## PROGRAM/SERVICE

Doulagivers LLC (herein referred to as “Doulagivers LLC” or “Company”) agrees to provide Program, “End of Life Doula Training and/or Doulagivers Specialist Bundle Training”<sup>®</sup> (herein referred to as “Program”) identified in online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Company shall provide the following to Client:

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. You shall have access to this Program Area for as long as the Program Area exists, however no less than 90 days. In the event that Company intends to close the Program Area, it shall provide clients with a 30 day notice and the ability to download the core resources contained in the Program Area.

The Company will offer bonuses to individuals who sign up for the Program at different times. You shall be entitled to any bonuses offered to you at the time of your 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.

## DISCLAIMER

The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program.

Client understands Suzanne O'Brien (herein referred to as "Consultant") and Doulagivers LLC, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) Perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's full network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties continue their relationship, a separate agreement will be entered into.

The Doulagivers trainings, courses and products are not giving any medical or legal advice. By signing this agreement, you understand that the Doulagivers materials are for educational purposes only. If you need medical advice, consult a medical doctor and for legal advice, consult an attorney. These materials also do not constitute funeral planning. We simply educate families on the different options that are now available for them to choose.

## FEES

In consideration to products or programs, you may choose between a single payment or a payment plan when available. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following payments on a monthly basis until the payment plan is complete. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

# METHODS OF PAYMENT

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new eligible payment method promptly or your program access will be removed.

# DOULAGIVERS REFUND POLICY

We want you to be satisfied with your purchase, but we also want you to give your best effort to apply all of the learning in the course. The Company provides money-back guarantees governed by the below terms.

## **REFUNDS FOR DOULAGIVERS SPECIALIST COURSE:**

In the event that you decide your purchase was not the right decision, within 14 days of enrollment, contact our support team at [support@doulagivers.com](mailto:support@doulagivers.com) and let us know you would like a refund.

If you purchased the Doulagivers Specialist Program as a Full Pay student (not a payment plan), you also receive the Doulagivers Double Back Guarantee. This guarantee is only redeemable 12 months from the time of FULL CERTIFICATION (all three certifications must be complete) and governed by the following terms. We stand by our education 100% because we know it works. We want you to be completely satisfied with your purchase, but we also want you to give your best effort to apply all of the learning in the course. The Company will provide back DOUBLE the price of the Full Pay Doulagivers Specialist Program pursuant to the Doulagivers Double Back Guarantee if all conditions listed below are fully completed and verified 12 months after the purchaser reaches full certification, and the graduate verifies they have made LESS THAN the Full Pay Price of the Doulagivers Specialist Program providing their services.

In order to qualify for the refund payout covered in the Doulagivers Double Back Guarantee, you must submit proof that you did the work in the course and it did not work for you. In the event that you believe you qualify for the double back refund, contact our support team at [support@doulagivers.com](mailto:support@doulagivers.com) and let us know you are submitting proof of this. You must include your coursework, and all items listed below with your request for a refund. If you request a refund and

do not include your coursework or all items listed below, you will not be granted a refund according to the terms of the Doulagivers Double Back Guarantee.

The work that you need to submit with your request for a refund includes ALL of the following items:

- Access, proof, and full completion to ALL of your modules and quizzes in your Doulagivers Specialist online training program. All Modules, quizzes, and related materials must be marked as 100% complete. (Take a Screenshot of 100% Course Completion and submit with your refund request).
- You must complete ALL certifications within the program (Doulagivers Certified End of Life Doula, Doulagivers Certified Care Consultant, Certified Doulagivers Eldercare Doula).
- Access to The Private Graduate IDMA FB Group included with the program with engagement. (Please provide at least 4 screenshots).
- Attendance of at least 9 monthly Learning Labs included in the IDMA membership.
- Completion of your 3 Step Business Formula.
- Proof that you have hosted a free monthly community/library event in your community (for 9 consecutive months).
- Proof of network email list and monthly email sends.
- Proof of the 30-minute free consultation sign-up offer you share at every monthly community/library event.

We will NOT provide refunds if ANY of the above items are incomplete and/or missing past the initial 14-day window after purchase.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

All refunds are discretionary as determined by Doulagivers LLC. To further clarify, we will not provide refunds if ANY of the above items are incomplete and/or missing. All payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: [support@doulagivers.com](mailto:support@doulagivers.com)

#### **REFUNDS FOR ALL OTHER PRODUCTS:**

If you decide that a program or membership is not for you, you can cancel your purchase/subscription within 7 days of your initial purchase to receive a full refund unless otherwise stated. Upon cancellation, you will no longer have access to the product or the Facebook group related to the product purchased. Refunds are only available for initial purchases, not on subscription renewals.

**CANCELLATION:** After 7 days from original purchase, if you decide a subscription is not for you, you can cancel your subscription renewal. Canceling the renewal prevents your payment method from being charged again when your subscription period ends (monthly, quarterly, annual, or other, depending on which plan you purchased). Your cancellation will take place 24-48 hours after requested and you will no longer have access to the program once canceled.

Please fill out [this form](#) to process your request for a refund or cancellation. To ensure your request is successful, you must provide the same email address with which you enrolled. We cannot initiate requests through the Facebook group or any other social media.

Please do not initiate a dispute claim directly with your credit card company as your first step – we are here to help: [support@doulagivers.com](mailto:support@doulagivers.com).

**DEFAULTS:** If your payment method cannot be processed for any of the payments, you'll be contacted. Your access to membership may be suspended until your payments are current.

## **CLIENT RESPONSIBILITY**

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participants to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby

agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

## CONFIDENTIALITY

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

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## NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content

We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

## TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, if You do not act in the highest ethical state when learning and practicing as deemed by the Company, or if You otherwise violate this Agreement. You 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 termination and will lose your active certification status immediately.

## INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client 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.

## FORCE MAJEURE

The Company shall not be liable or responsible to You, 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.

## SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

## MISCELLANEOUS

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the 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.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make 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. The 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.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program. For errors or omissions that may appear in any of the program materials.

## RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to Charlotte, N.C.

## MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the [www.Doulagivers.com/terms](http://www.Doulagivers.com/terms) page.

## INDEMNIFICATION

You agree 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 your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

## EQUITABLE RELIEF

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

## EARNINGS DISCLAIMER

Every effort has been made to accurately represent our programs and the educational value they provide.

You should not rely on any revenue, sales, or earnings information we present as any kind of promise, guarantee, or expectation of any level of success or earnings. Your results will be

determined by a number of factors over which we have no control, such as your dedication to implement suggestions for launching your business, financial condition, experiences, skills, level of effort, education, and demand within the market. Running your own business requires risk and work. Subject to our Refund Policy, we provide content without any express or implied warranties.

By continuing to use our site and access our content, you agree that we are not responsible for any decision you may make regarding any information presented or as a result of purchasing any of our trainings or services. Any claims made of actual earnings or examples of actual results can be verified upon request.

## OUR MINIMUM GUARANTEES

Unless otherwise noted, all products come with a 90 days guarantee. Longer conditional guarantees may apply, so check the sales material at the time of your order for details. If you do not understand or agree with any of these conditions, please do not order this material. If you require further clarification, please contact [support@doulagivers.com](mailto:support@doulagivers.com)