

TERMS OF PARTICIPATION

CSFL VIDEO COURSE

Please READ carefully before using the website(s) of Choose a Smokefree Life, LLC (herein “CSFL”, the “Company”, “we”, or “us”) or Chooseavapefreelife.com (CVFL), owned by CSFL, and/or purchasing, licensing or in any manner using (together herein “using”) any product or service offered by the Company.

By purchasing this product, You accept the following Terms and Conditions as entered into by Choose a Smokefree Life, LLC (CSFL) and chooseavapefreelife.com (CVFL) (the “Company”, “we”, or “us”) and You (“You” or “You”):

1. PROGRAM/SERVICE

(a) The Company hereby agrees to provide to You the “Choose a Smokefree Life® Video Course” (herein referred to as the “Course”) identified in the online commerce shopping cart. Your access to, and the use of, the Course is conditioned on Your acceptance of and compliance with these terms. These terms apply to all visitors, users and others who access or use the Course. By accessing or using the Course You agree to be bound by these Terms. If You disagree with any part of the terms, policies or procedures, including those incorporated by reference, then You may not access the Course.

(b) As part of the Course, the Company shall provide the following to You: A link to the Course and a Password Protected *Course Area*: The Company shall maintain a Course Area that will include the videos as well as any of the following: audio and written lessons, templates, worksheets, other training and support information. You will have access to this Course Area for a maximum period of 180 days, and no less than 180 days. In the event that the Company intends to close the Course Area, it will provide You with a 30 day notice and the ability to download the resources contained in the Course Area.

(c) *Course Participant Facebook Group*: The Company will create and maintain a closed Facebook group for Alumni of the Course (“the Video Course Facebook Group”). The Video Course Facebook Group shall be open to You indefinitely from the date of purchase of the Course provided You complete the course and remain an ex-smoker or ex-vaper. The Video Course Facebook Group will open during January 2024. This is a community run group, meaning that former students are encouraged to support each other. The Company employs a Community Manager, who is charged with overseeing the group and ensuring that it runs smoothly. Carol Williard will conduct live Question and Answer sessions as needed inside the Video Course Facebook Group or on Zoom. The Company reserves the right to discontinue these question and answer sessions at any time without any advance notice. The purpose of the Facebook group is to for peer support by its members, it is not designed to rescue those who may relapse. However, those who relapse will retain access to the Stage 1 course for 180 days from date of purchase and they may resume the unused portion of the stage 2 follow up by phone, email and Facebook group once they have regained success.

2. DISCLAIMER

(a) The Company’s Privacy Policy is hereby incorporated by reference into this Agreement. Except as modified by this Agreement, this policy shall apply fully to Your purchase of, and access to, the Course.

(b) You understand that each of Carol Williard (herein referred to as “Consultant”) and the Company is not an employee, agent, lawyer, doctor, medical professional, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. You understand that each of Consultant and the Company has not promised, and is not qualified to, and will not: (1) offer medical advice (2) provide any form of advice related to Your personal life; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; or (4) act as mentor.

(c) You understand that a relationship does not exist between the parties after the conclusion of this program. If the Parties wish to continue their relationship, they shall execute a separate agreement, whereupon these Terms of Service will again apply to You.

3. PURCHASES

(a) If You wish to purchase any product or service made available through the CSFL Program Service, You may be asked to supply certain information relevant to Your Purchase including, without limitation, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

(b) You represent and warrant that You are 21 years of age or older, or if a minor, have permission and endorsement by Your parent to purchase and use the Course: (i) You have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information You supply to us is true, correct and complete. You expressly agree that the Company is not responsible for any loss or damage arising from the submission of false or inaccurate information.

(c) By submitting such information, You grant us the right to securely provide the information to third parties such as our payment processor like PayPal or Stripe, for the purposes of facilitating the completion of Purchases.

(d) We reserve the right to refuse or cancel Your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Your order or other reasons. You expressly agree that the Company cannot accept any liability for loss or damage arising out of such cancellation. We also reserve the right to refuse or cancel Your order if fraud or an unauthorized or illegal transaction is suspected.

(e) All products or services purchased from the Company shall not be sold, resold or used for any business and marketing purposes.

(f) Concerning purchases that are paid using installments: If an installment payment was not paid, for any reason, within three business days of the due date, the Company retains the right to cancel Your Course access or Follow Up and deny You a refund.

4. TESTIMONIALS

(a) The Company retains the right to publish the content or part of the content of received testimonials, success stories, emails, comments and messages of any form (referred to as “testimonials”) to the Choose a Smokefree Life website, programs or any form of content associated and produced by Choose a Smokefree Life.

(b) If You or members, customers, subscribers, followers of Choose a Smokefree Life LLC do not wish their testimonials to be published, they have the responsibility to email info@chooseasmokefreelife.com and the Company will unpublish and delete the testimonials.

5. FEES

(a) In consideration of Your access to the Course, including any Follow-up program You may purchase, You agree to pay the fees set forth in the [Pricing Plan](#). If You opt for monthly payments, You will remain responsible for those payments unless You obtain a refund according to the Course’s Refund Policy set forth in Section 7 below.

(b) 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 Course, Follow Up phone calls and emails, as well as access to the private Facebook group (in addition to all other remedies available to the Company by applicable law).

6. METHODS OF PAYMENT

(a) 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 Section 5 hereof.

(b) 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.

(c) If You do not request a refund within the terms of the program with the required coursework at the time of Your refund request, You are required by law to complete the remaining payments of Your payment plan and You understand that You understand that your access to the Stage 2 Program composed of phone, email and access to the Facebook group will resume if and when you retake and successfully complete the Stage 1 Class.

Your elected financial plan will automatically continue and You authorize us (without notice to You, unless required by applicable law) to collect any and all outstanding receivables, using any eligible payment method we have on record for Your account.

7. REFUND POLICY

(a) We want You to be satisfied with Your purchase, but we also want You to give Your best effort to apply all of the strategies in the Stage 1 and Stage 2 of the Course. Our refund policy allows for full refunds of purchases within 60 days from the day of purchase unless specified otherwise during the purchase process.

(i) Refunds are only provided for customers who have completed up to Day 4 of Stage 1 of the Course and completed the worksheets and exercises included in the purchased program. The Company retains the right to ask for proof of completion, such as completed worksheets and videos watched and can deny a refund if there is lack of proof of completion. Pricing of the Video Course can be found on the CSFL, CVFL and Video Course Sites.

(ii) Stage 2 Follow-up commences after Day 5 of the course and continues for 90 days from your stop date. Follow-up is composed of phone calls, email messages, and access to a private Facebook group of other successful clients. There may be live group monthly meetings as needed.

(iii) Clients who pay for the One Payment Plan may be refunded for the Stage 2 Plan you purchased *provided You did not begin receiving Follow-up support*. If You did commence to receive follow-up support for any portion within

the first 30 days of Your stop date, you may not be refunded. However, you may renew receiving Your unused portion of the Follow-up and access to the Facebook Group after you retake the 5 Day course at no additional charge, up to one repeat class. You may purchase additional follow-up support if desired.

(Be aware that the 2 Pay and 3 Pay plans are payments received *after* the ongoing services are rendered for the first and second month of follow-up support. If you fail to complete the Stage 2 Follow-up portion of the course within the first 30 days from Your stop date, you may not be refunded. However, you may renew receiving Your unused portion of the Follow-up and access to the Facebook Group after you retake the 5 Day course within 180 days from the date of purchase at no additional charge, up to one repeat class. You may purchase additional follow-up support if desired.)

(b) Refunding a purchase includes losing access to the Course, Follow Up, Emails, private Facebook community and other material offered as part of the purchase.

(c) Refunds should be claimed via email by the end of the 4th day of the Stage 1 class. Refunds can be provided to the same individual only once.

(d) The Company is not responsible and cannot refund transaction fees charged by third parties. Transaction fees include but are not limited to fees from the customer's bank, payment processors such as Stripe and PayPal, and other currency conversion charges.

(e) 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 having access to and using any material and shall destroy all copies of the materials 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.

(f) Notwithstanding anything herein provided to the contrary, all refunds are discretionary as determined by the Company. 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.

(g) If You have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: info@chooseasmokefreelife.com.

8. ACCOUNTS

(a) When You create an account with us, You must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on our Service.

(b) You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, irrespective of whether Your password is with our Service or a third-party service. You agree not to disclose Your password to any third party.

(c) You must notify us immediately upon becoming aware of any breach of security or unauthorized use of Your account. We have a strict policy of one account per person so You cannot disclose your account details to a third party or share access with anyone. In the event that an account is being accessed from multiple locations, the account will get automatically banned and blocked without any notice or compensation. If You need to give access to close friends or family, the Company should be notified and approve in writing before You are able to disclose Your account details.

(d) You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade- mark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations You make in this regard.

9. SMOKING CESSATION ORGANIZATIONS AND HEALTH PROFESSIONALS

(a) The Choose a Smokefree Life Program, is intended for personal use for those wanting to stop smoking, vaping, or using other forms of nicotine. If You are a smoking cessation counselor, therapist, hypnotherapist, addiction treatment centre, or otherwise qualified professional or mental health organization or any individual or group offering addiction rehabilitation or any health and wellness services, non-profit or for-profit, herein referred to as "Health Professional(s)", who wishes to use the Choose a Smokefree Program tools in Your own practice, You are required to be an Accredited Choose a Smokefree Practitioner.

(b) Purchases of the Choose a Smokefree Life Program made by “Health Professionals” are invalid, as Health Professionals are not allowed to use our free or paid information, method and techniques or repurpose any of it for marketing, advertising or business purposes since it is the intellectual property of Choose a Smokefree Life LLC and protected by copyright & trademark laws. Health Professionals can use information from the Choose a Smokefree Life Youtube channel and website, with proper and clear references to the Choose a Smokefree Life LLC.

(c) If You wish to use the Choose a Smokefree Life Approach in Your business and obtain a license and training on the Choose a Smokefree Life Approach, please email us at info@chooseasmokefreelife.com.

10. CONFIDENTIALITY

(a) The Company respects Your privacy and will not disclose any information You provide except as set forth in this Agreement and the Company’s Privacy Statement. As a condition of participating in the Course, You hereby agree to respect the privacy of other Course participants and to respect the Company’s confidential information.

(b) Specifically, You shall not share any information provided by other Course participants outside of the bounds of the Course unless You receive express written permission from such other participant to share the information. Similarly, the content of the Course 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 Course with anyone other than the Company, its owners and employees, and other Course participants.

11. NO TRANSFER OF INTELLECTUAL PROPERTY

(a) You hereby explicitly agree that all content included as part of the Course, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Course, is the property of the Company or its licensors or suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

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

(c) Your access to the Course does not result in a transfer of any intellectual property to You, and, as a condition of access to the Course, You agree to observe, and abide by, all copyright and other intellectual property protection owned by or licensed to the Company.

(d) You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Course content and resources. You hereby agree that You will not duplicate, record, 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 Course.

(e) The Company content is not for resale. Your access to the Course 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 own 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.

(f) You hereby agree that any infringement of the Company’s intellectual property, in addition to any and all other remedies available to the Company, 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 Course will be terminated immediately, and You will not be entitled to a refund of any portion of the fees.

12. INDEPENDENT CONTRACTOR STATUS

(a) Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship between You and the Company. The Company agrees only to provide You with access to the Course, which provides education and information.

(b) The information contained in the Course, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

13. AVAILABILITY, ERRORS AND INACCURACIES

(a) We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other websites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

(b) We cannot and do not guarantee the accuracy or completeness of any information, including prices, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. This Section 13 is without prejudice to existing statutory rights.

14. CONTESTS, SWEEPSTAKES AND PROMOTIONS

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If You participate in any Promotion, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply. The terms and conditions of any other "Promotions" are independent of this Agreement.

15. 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, epidemic or pandemic, 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, 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.

16. 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.

17. MISCELLANEOUS

(a) To the extent permitted by applicable law, 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 Course and/or of any information and resources contained in the Course. 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 Course.

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

(c) 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 Course 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.

(d) 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 Course, with the delay or inability to use the Course or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Course, or otherwise arising out of the use of the Course, 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 Course or any portion of it, Your sole and exclusive remedy is to discontinue using the Course.

18. NON-DISPARAGEMENT

The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither You nor any of Your associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

19. ASSIGNMENT

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

20. MODIFICATION

The Company may modify terms of this Agreement at any time. All modifications shall be posted on the Choose a Smokefree Life.'s website and purchasers shall be notified.

21. TERMINATION

The Company reserves the right, in its sole discretion, to terminate Your access to the Course and the related services or any portion thereof at any time, if You become disruptive to the Company or other Course participants, if You fail to follow the Course guidelines, 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.

22. 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 Course 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.

23. LIMITATION OF LIABILITY

In no event shall Choose a Smokefree Life LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) Your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of Your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

24. RESOLUTION OF DISPUTES

To the maximum extent permitted by applicable law, You hereby expressly waive any and all claims You may have, now or in the future, arising out of or relating to the Course.

25. NO WARRANTY

The Company is providing a service to You, it is not selling a product, and the Company makes no warranties, express or implied, as to the Course's fitness for a particular purpose or merchantability. The Company does not guarantee Your success by Your participation in the Program or Course. CSFL does not guarantee that once stopped smoking or vaping or that You will not relapse.