

**NONPROFIT LEADERSHIP LAB, LLC**  
**TERMS AND CONDITIONS OF USE**

Please read these Terms and Conditions of Use (“**TOU**”) carefully. You must agree to these TOU before you are permitted to use any nonprofitleadershiplab.com digital or downloadable resources, online course, one-on-one or group coaching, success path, masterclass, boot camp, workshop, expert seminar, roadmap, or training, or enter any online private forums operated by Nonprofit Leadership Lab, LLC (for any purpose), whether on a website hosted by nonprofitleadershiplab.com or a third-party website such as an online course platform or any other social media or community hosting platform, such as facebook.com (collectively “**the Membership Program**”).

If you do not agree with these TOU, you may not use the Membership Program.

As used in these TOU, the term “**Releasees**” is defined to include the following: (i) NONPROFIT LEADERSHIP LAB, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “**the Company**”); and (ii) any Company volunteers.

**1. The Membership Program**

You will receive as part of the Membership Program:

- i. The Village, a private online community for members;
- ii. Live Q&A sessions where you can submit your questions for our experts;
- iii. Live community conversations connecting you with others within the space, giving you encouragement and emotional support;
- iv. Group Action Plan Call to determine your unique next steps and a clear action plan;
- v. Group education session including live panels, conversations with changemakers, and guest speakers;
- vi. Evergreen resource library with tools, training, and materials to help you stay in action;

**2. Members**

If you wish to participate in another session of the Membership Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

This Membership Program is intended and only suitable for individuals aged eighteen (18) and above. Some of the content in this Membership Program may not be appropriate for children. The Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

**3. Payment**

You agree to the following fees and payment schedule:

**Annual Commitment, Cancel at any Time (“Annual Membership”):** You agree to pay a one-time, immediate payment of the Annual Membership fee stated on the website, which is the total annual cost of your membership. Recurring annual payments will be charged to your card on the same day, each year after you join (if, for example, you join on April 28, 2024, your card would be charged April 28, 2025, and so on) until you cancel. You can cancel at any time before the next annual payment is charged, as outlined below.

**Month-to-Month Commitment, Cancel at any Time (“Monthly Membership”):** Upon registering for this Membership Program, your first payment will be due, followed by monthly payments of the Monthly Membership fee stated on the website. The recurring monthly payment will be charged to your card on or around the same calendar day each month (if, for example, you join on April 12, your card will be charged again on or around May 12, June 12, and so on) until you cancel. You can cancel at any time before the next month’s payment is charged, as outlined below.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If payment is not received when due, the Company reserves the right to terminate your participation in the Membership Program, which includes access to all Content, as defined below, immediately and permanently.

THIS AGREEMENT RENEWS AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM OF 1 MONTH/YEAR UNTIL BROUGHT TO AN END BY YOU OR THE COMPANY.

IF YOU DO NOT WISH FOR THIS AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY, AS OUTLINED BELOW.

#### 4. Refunds

Your satisfaction with the Membership Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Membership Program we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any payment for the Membership Program and no refunds will be provided to you at any time. By purchasing our Membership Program, you understand and agree that all sales are final, and no refunds will be provided.

The Company reserves the right, in its sole discretion, to determine how to resolve an issue with a member who violates these TOU. Therefore, if a member disagrees with how the Company resolves an issue with another member and requests a refund, the Company will deny such request.

Furthermore, if a member violates this TOU, the Company reserves the right, in its sole discretion, to offer the member another opportunity to abide by these TOU. If a member disagrees with the Company offering another member a second opportunity to follow these TOU, no grounds for a member to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company’s sole right and discretion, you persist with behaviors or actions that violate this TOU, the Company may terminate your access and participation in the Membership Program without notice and without refund.

The Company may offer additional Membership Program elements for a subgroup of members, as further discussed in this TOU. The Company reserves the right, in its sole discretion, to offer participation in these additional Membership Program elements to specific members. If a member is denied participation in these additional Membership Program elements, no grounds for a member to receive a refund would be created and any request for a refund on this basis will be denied.

Since we have a clear and explicit refund policy in these TOU that you have agreed to prior to completing the purchase of the Membership Program, we do not tolerate or accept any type of chargeback threat or actual chargeback (“dispute”) from your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback plus any processing fees.

#### **5. European (EU/EEA/UK) Members’ Right of Withdrawal**

Members in the European Union and United Kingdom have a fourteen (14) day right of withdrawal from certain transactions under the terms of their respective laws. The Company is obligated to inform you of this right in very specific legal terms, which you can find below.

The Company agrees to honor your right of withdrawal as required by law prior to the commencement of the Membership Program, which includes, but is not limited to viewing or accessing the Membership Program portal, viewing, accessing and/or downloading Membership Program materials and Content, and attending trainings or events associated with the Membership Program (“Performance”).

If this right of withdrawal extends to you, then you have fourteen (14) days from your acknowledgement of this TOU to withdraw your acceptance of these terms, without giving any reason, and without incurring any costs other than those provided for in this section. The withdrawal period will expire after fourteen (14) days from the day you acknowledge this TOU.

**By accepting this TOU, you agree and give your express consent and acknowledgement that you will lose your right of withdrawal once you have begun Performance of the Membership Program.**

If you choose to exercise your right of withdrawal, the Company will reimburse to you all payments received from you. This reimbursement will be made using the same method of payment you used for the initial transaction. In any event, you will not incur any fees as a result of such reimbursement.

To exercise your right of withdrawal, you should inform the Company of your decision to withdraw by emailing support@nonprofitleadershiplab.com within the fourteen (14) day withdrawal period. You may use the below model form, but it is not obligatory.

**To Nonprofit Leadership Lab**

[Date]

I, [your name], hereby give notice that I, [your name] withdraw from my participation in the Nonprofit Leadership Lab that I purchased on [insert date of purchase]. I also withdraw from the Terms of Use Agreement that I acknowledged when registering for the Nonprofit Leadership Lab.

Acknowledged on [date] / Received on [date].

[Your name]

[Your address]

[Your signature (physical or electronic)]

The burden of proof of exercising the right of withdrawal in accordance with this clause shall be on you. Except as provided for in this section, you shall not incur any liability as a consequence of your exercise of the right of withdrawal. If you exercise your right of withdrawal, both you and the Company will be released from your obligations to perform under this TOU, any ancillary contracts will be terminated automatically, and you may not be afforded the opportunity to enroll or participate in any service or product offered by the Company in the future.

## **6. Intellectual Property Rights**

### **1. Ownership of the Content**

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Membership Program, and contained in e-mails sent to you or any communications (like SMS, social media DMs or comments, etc.) by the Company, as well as the look and feel of all of the foregoing (“**the Content**”) is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

### **2. The Company’s Limited License to You**

If you view, purchase or access any of the Content, you will be considered the Company’s Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Content for your own personal purposes or within your own business only.

You may not republish, reproduce, duplicate, copy, sell, adapt, display, disclose, distribute to friends, family, or any other third party, or otherwise use any Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using any Content for personal use you in no way assume any ownership rights – it is still Company property. Any unauthorized use of any Content shall constitute infringement.

You must receive written permission from the Company before using any Content for your own commercial use or before sharing it with others.

You are strictly prohibited from uploading or distributing Content to any website, platform, software, or database where it could be accessed or replicated by ChatGPT or other artificial intelligence technologies except for your own personal use.

The trademarks and logos displayed on the Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without the Company's written permission.

All rights not expressly granted in these TOU or any express written license, are reserved by the Company.

### 3. **Unauthorized Use**

Your use of any Content other than that expressly authorized in this TOU or by a separate written assignment, is not permitted ("**Unauthorized Use**"). You agree to pay liquidated damages of five (5) times the total fees paid for the Membership Program in the event of your Unauthorized Use, or a minimum of five thousand dollars (\$5,000.00), whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damage charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

### 4. **Your License to the Company; Use in Testimonials and Marketing.**

By posting or submitting any material during the Membership Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to the Company that you are the owner of all such materials, and you are at least eighteen (18) years old.

#### i. **Commercial Use outside the Membership Program**

The Company may request your consent to use your likeness (including your name or screen name), comments, posts, photos, images, videos, or other contributions created by you (collectively, "**Your Material**"), for commercial purposes such as advertising. If you grant such consent, you agree that the Company, and anyone authorized by the Company, is granted an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly display Your Material, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and grant us the right to make it part of the Company's current or future website and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by the Company to you. You acknowledge that, if you grant this consent, the Company has the right but not the obligation to use Your Material and that the Company may cease the use of Your Material on its website or in the Content at any time for any reason.

#### ii. **License to Use Your Material within the Membership Program**

You grant the Company, and anyone authorized by the Company, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, commercially exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for the purpose of the Company's current or future Membership Program and Content. This right includes granting the Company proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by the Company to you.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Membership Program that may contain you, your voice and/or your likeness. The Company reserves the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Membership Program, without compensation to you at any time, now or at any time in the future for the purpose of the Company's current or future Membership Program and Content.

You also grant the Company, and anyone authorized by the Company, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company, or by name, email address, or screen name, for the purpose of the Company's Membership Program and Content.

The Company does not reserve the right to use content made during the Membership Program for marketing or promotional purposes or in any manner outside the Membership Program's paywall, unless you grant the Company your consent to do so as described above.

This means you give the Company permission to use anything you submit or post in the Membership Program or any third-party forum or website operated by the Company, or anything captured by the Company during your participation in the Membership Program, including images in which your face is visible and recognizable within the Membership Program for the purpose of the Company's Membership Program and Content.

#### **e. Request for Permission to Use the Content**

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by sending an e-mail to [terms@nonprofitleadershiplab.com](mailto:terms@nonprofitleadershiplab.com).

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from the Company, and you consent to immediately stop using such Content and to take whatever actions as The Company may request and by the methods and in the time frame that The Company prescribe to protect our intellectual property and ownership rights in the Membership Program and Content.

### **7. Your Conduct**

The Membership Program is a "pitch free zone." You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Membership Program members on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Membership Program members to join, "shadow" groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Membership Program members to participate in events, such as a meetup, seminar, or athletic competition, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as financial, legal, coaching services, or other products or services to Membership Program members, unless you are authorized or requested in writing to do so by the Company. Membership Program meetups for social purposes are approved by the Company as long as they do not include the selling of goods or services and the Company is notified.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public.

You are responsible for any comments, posts, photos, images, videos, or other contributions you make and for any liability that may result from anything you post. You participate, comment, and post material at your own risk. Any communication by you on the Company's website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to other members
- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Using any Company website or private membership forum or third-party forums operated by Company, to take pictures and/or screenshots of comments, posts, pictures, materials or any other content posted and/or shared by Company and/ or members without receiving their advance permission
- Sharing any private and proprietary information, screen shots, comments, posts, pictures, materials, or any other content posted and/or shared from other members without permission, with the public or with anyone who is not a member on or in any Company website, private membership or third-party forums operated by Company.

If, in the Company's sole discretion, your conduct violates these TOU in any way, you agree that the Company may immediately and permanently terminate your participation in the Membership Program and your access to the Content without refund.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's website and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or

liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

## **8. Community Guidelines**

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within the Company's community is the baseline expectation that all members will treat one another with respect while bringing encouragement and consideration to all members.

The Company's community guidelines are as follows:

A. The Company's Membership Program promotes diversity amongst its members. Therefore, the Company encourages all members to connect with one another and to learn about one another's background, interests, hobbies and points of view. The Company does not tolerate nor support any member's discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, religion, socio-economic status, disability, or other labels.

B. The Company does its best to create a safe and welcoming space for all members, however, the Company cannot guarantee that all members will follow these guidelines. The Company, in its sole discretion, may remove any member's comments, posts, content or materials, however, the Company does not have a duty to review all comments, posts, content and material shared within the Membership Program. Therefore, the Company shall not be held liable for any member's comments, actions, posts, content or materials that result in another member's trauma or discomfort.

C. The Company has created a safe space for all members to feel seen, respected and heard. The Company encourages members to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each member must demonstrate respect towards one another. The Company is the sole arbiter of what is considered "disrespectful actions or comments".

D. All members should support each other with words of encouragement, resources or suggestions, while respecting each member's boundaries.

E. The Company reserves the right to offer additional Membership Program elements from time to time, for any subgroup of members. These additional Membership Program elements are a bonus, not a part of the services included in the base membership of the Membership Program. The selection of the members who may participate in any additional Membership Program elements is at the sole discretion of the Company.

The Company may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules, and they are expressly incorporated into these TOU.

## **9. Confidentiality**

The Company is not legally bound to keep your information confidential. You acknowledge that your communications with the Company are not covered by any legal privilege or other privilege.

You agree that the Company shall not be liable for the disclosure of any of your information by another Membership Program member. You agree to keep all information you learn about other Membership Program members, their



businesses (including their intellectual property), or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

The Company may record coaching calls or other live events (online or offline) and share them in the Membership Program, on the Company's website, or on third-party forums operated by the Company.

You agree you will not share any recorded events (online or offline), coaching calls, content or third-party forum postings outside the private member areas of the Company's website, or any third-party forums operated by the Company. If the Company discovers you have done so, this will be grounds for immediate termination of your participation in the Membership Program and access to the Content.

Due to privacy and intellectual property concerns, you may not use AI technology to record or transcribe any coaching session or event.

#### **10. Username and Password**

To access certain features of the Membership Program, including any private membership areas, you may need a username and password. It is your responsibility to inform the Company upon the Membership Program start date if you are unable to login to access the Membership Program. You agree to keep your username and password confidential. During the registration process for any Company service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Membership Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Membership Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

#### **11. Live or In-Person Events**

If you participate in any live or in-person event as part of the Membership Program, you agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by the Company through its employees, representatives or agents, and to abide by any decision of any Company staff or volunteers, or Company vendors or contractors, regarding your ability to safely participate in the event. You agree to exhibit appropriate behavior at all times and to obey all local, state and federal civil and criminal laws while participating in the Membership Program, including any events. This includes, generally, respect for other people, equipment, facilities or property. The Company may dismiss you, without refund, if your behavior endangers the safety of or negatively affects the Membership Program or any person, facility or property.

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as Company, volunteers or medical professionals may deem appropriate. These TOU extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

If you choose to consume alcoholic beverages during any part of the Membership Program, you must do so responsibly and only if you are over the age of twenty-one (21).

The Company is not responsible for any personal item or property that is lost, damaged or stolen at or during the Membership Program, including any events.

## 12. Termination or Cancellation

The Company reserves the right in its sole discretion to refuse or terminate your access to the Membership Program and Content, in full or in part, upon delivery of written notice at any time. The Company may terminate your participation in the Membership Program at any time if you breach any part of these TOU. In the event of cancellation or termination, you are no longer authorized to access the part of the Membership Program or Content affected by such cancellation or termination, including any private forums or communities. The restrictions imposed on you in this TOU with respect to the Membership Program and its Content will still apply now and in the future, even after termination by you or the Company.

IF YOU DO NOT WISH FOR THIS AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY BY ON THE ACCOUNT SECTION OF THE MEMBER WEBSITE OR BY SENDING THE FOLLOWING EMAIL TO SUPPORT@NONPROFITLEADERSHIPLAB.COM:

*Please cancel my Nonprofit Leadership Lab membership.*

*I understand that by canceling, I will be removed from any online forum and will lose access to all content upon the completion of the most recent term I have already paid for, but that I am still bound by all ongoing provisions in the Terms and Conditions to which I agreed.*

*Signed,*  
*[ENTER YOUR NAME]*

YOU MAY CANCEL AT ANY TIME.

YOU WILL CONTINUE TO HAVE ACCESS TO THE MEMBERSHIP PROGRAM AND CONTENT THROUGH THE END OF THE THEN-CURRENT RENEWAL TERM.

## 13. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You are voluntarily participating in the Membership Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.
- b. Your participation in the Membership Program does not establish a business advisor-client relationship of any kind between you, the Company, or anyone providing membership services on behalf of the Company.
- c. The Membership Program and Content provide information and education only, and do not provide any formal advice. None of the Membership Program or Content prevents, cures or treats any mental or medical condition. The Membership Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Membership Program.
- d. You agree that you will not use coaching as a way of diagnosing or treating mental disorders as defined by the American Psychiatric Association.

e. You acknowledge that, by engaging with the Company for the Membership Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Membership Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Membership Program.

f. **Earnings and Results Disclaimer:** You agree that the Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Membership Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Membership Program, and you understand that results and earnings differ for each individual.

g. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

h. The Company is not responsible or liable for members of the Membership Program infringing on another member's intellectual property, content or materials.

i. The Company tries to ensure that the availability and delivery of the Membership Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, the Company will try to limit the frequency and duration of suspension or restriction.

j. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE MEMBERSHIP PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE MEMBERSHIP PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY'S WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

k. THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MEMBERSHIP PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR

SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE MEMBERSHIP PROGRAM.

#### **14. Security**

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with the Company are done at your own risk.

#### **15. Legal Disputes and Waiver of Class Actions**

These TOU shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its conflict of laws principles. The state and federal court nearest to Montclair, New Jersey shall have exclusive jurisdiction over any case or controversy arising from or relating to the Membership Program or Content, including but not limited to the Company's Privacy Policy or these TOU. By participating in the Membership Program or using the Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The parties waive any right to bring claims as part of a class or collective action and agree to limit any litigation to individual claims they may have against one another. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

#### **16. Users Outside United States**

The Company controls and operates the Membership Program from offices in the United States. The Company does not represent that the materials in the Membership Program are necessarily appropriate or available for use in other locations. People who choose to access the Membership Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **17. Indemnification**

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Membership Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

#### **18. Force Majeure**

The Company shall not be deemed in breach of this TOU if the Company is unable to complete or provide all of the Membership Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "**Force Majeure Event**"). Upon occurrence of any Force Majeure Event, the Company shall give you notice of its inability to perform or of delay in completing or providing the Membership Program and shall propose revisions to the schedule for completion of the Membership Program or other accommodations or may terminate this TOU.

### **19. Agreement to Receive Text Messages**

By opting-in, you agree that the Nonprofit Leadership Lab may send you periodic SMS or MMS messages containing but not limited to important information, updates, reminders, and events.

You will receive up to 5 messages per month. You will only receive messages regarding account information, event reminders, and your progress within the lab.

You may unsubscribe at any time by texting any of the words STOP, CANCEL, END, QUIT, STOPALL, UNSUBSCRIBE to the +1 (201) 793-7707. You may receive a subsequent message confirming your opt-out request. After this, you will no longer receive messages from us.

Message and data rates may apply.

United States Participating Carriers Include AT&T, T-Mobile®, Verizon Wireless, Sprint, Boost, U.S. Cellular®, MetroPCS®, InterOp, Cellcom, C Spire Wireless, Cricket, Virgin Mobile and others.

Carriers are not liable for delayed or undelivered messages.

You agree to notify us of any changes to your mobile number and update your account with us to reflect this change.

Data obtained from you in connection with this SMS service may include your cell phone number, your carrier's name, and the date, time and content of your messages, as well as other information that you provide. We may use this information to contact you and to provide the services you request from us.

By subscribing or otherwise using the service, you acknowledge and agree that we will have the right to change and/or terminate the service at any time, with or without cause and/or advance notice.

If you have any questions please contact us at [support@nonprofitleadershiplab.com](mailto:support@nonprofitleadershiplab.com).

For information regarding privacy, see our [Privacy Policy](#).

Will I be charged for the text messages I receive?

Though The Nonprofit Leadership Lab will never charge you for the text messages you receive, depending on your phone plan, you may see some charges from your mobile provider. Please reach out to your wireless provider if you have questions about your text or data plan.

### **20. General Provisions.**

The Company may modify the terms of this TOU at any time. All modifications shall be posted on the Company's website and members shall be notified when accessing the Membership Program. If any provision of this TOU is held invalid or unenforceable, the remainder of this TOU will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. Any waiver by the Company of a breach of this TOU does not equal approval or waiver of any subsequent breach or violation of this TOU. You cannot assign or transfer any rights or obligations under this TOU without the Company's prior written consent.

This is the entire agreement between you and the Company and it reflects a complete understanding with respect to the Membership Program. This TOU supersedes all prior written and oral representations.

**Updated on March 12, 2025**