

GENERAL TERMS AND CONDITIONS

1. Applicability.

(a) These General Terms and Conditions (these “Terms”) are entered into by and between you (“Client”) and Brooks Betts LLC, a Connecticut limited liability company (“Brooks Betts”). These Terms govern Client’s receipt of services from Brooks Betts and comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.

(b) Please read these Terms carefully before ordering any services from this website, <https://www.brooksbetts.com/> (this “Website”). By clicking to accept or agree to these Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not submit any Order (as defined below) to, or otherwise request any services from, Brooks Betts, including without limitation, any request for an introductory or client intake call or meeting.

(c) Client acknowledges that the Services (as defined below) are intended only for individuals that are 18 years of age or older and Client hereby represents and warrants to Brooks Betts that Client is at least 18 years of age.

2. Orders; Services. Client may place an order for services (each, an “Order”) by submitting a booking request through this Website. All Orders are subject to acceptance by Brooks Betts and Brooks Betts reserves the right to reject any Order for any reason or no reason in its sole discretion. For all Order’s accepted by Brooks Betts, which shall be evidenced by Client’s receipt of an order confirmation (an “Order Confirmation”), Brooks Betts shall provide the services to Client as set forth in the applicable Order Confirmation (the “Services”) in accordance with these Terms.

3. Client’s Acts or Omissions. If Brooks Betts’ performance of its obligations under these Terms is prevented or delayed by any act or omission of Client, Brooks Betts shall not be deemed in breach of its obligations under these Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

4. Payment Terms; Cancellations; Taxes.

(a) In consideration of the provision of the Services by Brooks Betts and the rights granted to Client under these Terms, Client shall pay in advance all invoiced amounts due to Brooks Betts upon receipt of the applicable invoice. In the event payments are not received by Brooks Betts prior to the scheduled date of the Services, Brooks Betts may suspend performance for all Services until payment has been made in full. Client shall make all payments hereunder in US dollars. Class series, events, or offerings otherwise noted as “non-cancellable/non-refundable” are exceptions to this policy.

(b) Client may cancel his or her scheduled Services by providing written notice to Brooks Betts as provided in Section 11(h) hereof. If Brooks Betts receives Client’s cancellation request at least 48 hours prior to the scheduled date of the Services as set forth in the applicable Order Confirmation, Client shall be entitled to a refund equal to 100% of the fees paid by Client attributable to such canceled Services as set forth in the applicable Order Confirmation. Client shall not be entitled to any refund for cancelled Services pursuant to any cancellation request received by Brooks Betts within 48 hours prior to the scheduled date of the Services as set forth in the applicable Order Confirmation.

(c) Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.

5. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “Intellectual Property Rights”) in and to all documents, work product, and other materials that are delivered to Client under these Terms or prepared by or on behalf of Brooks Betts in the course of performing the Services, including any items identified as such in the Order Confirmation (collectively, the “Brooks Betts Materials”) except for any Confidential Information of Client shall be owned by Brooks Betts. Brooks Betts hereby grants Client a non-exclusive, limited, non-transferable, non-sublicensable, revocable license to use the Brooks Betts Materials solely in connection with Client’s receipt of the Services. Client must not, at any time, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Brooks Betts Materials or the Services.

6. Confidential Information. All non-public, confidential or proprietary information of Brooks Betts, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, “Confidential Information”), disclosed by Brooks

Betts to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and these Terms is confidential, and shall not be disclosed or copied by Client without the prior written consent of Brooks Betts. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Client at the time of disclosure; or (iii) rightfully obtained by Client on a non-confidential basis from a third party. Client agrees to use the Confidential Information only to make use of the Services and Brooks Betts Materials. Brooks Betts shall be entitled to injunctive relief for any violation of this Section 6.

7. Disclaimer.

(a) THE INFORMATION THAT CLIENT OBTAINS FROM THE BROOKS BETTS MATERIALS AND/OR THE SERVICES IS PROVIDED FOR INFORMATIONAL AND/OR ENTERTAINMENT PURPOSES ONLY. NEITHER THE BROOKS BETTS MATERIALS NOR THE SERVICES ARE INTENDED TO OFFER, AND DO NOT IN ANY WAY OFFER, ANY MEDICAL, LEGAL OR FINANCIAL ADVICE OF ANY KIND AND ARE NOT A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF A HEALTH CARE PROVIDER OR ANY OTHER PROFESSIONAL ADVISOR.

(b) THE BROOKS BETTS MATERIALS, THE SERVICES AND THE INFORMATION MADE AVAILABLE TO CLIENT THROUGH THE BROOKS BETTS MATERIALS AND THE SERVICES ARE EACH PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

8. Indemnification. Client shall defend, indemnify, and hold harmless Brooks Betts, its affiliates, licensors, and service providers, and its and their respective officers, directors, managers, members, employees, contractors, agents, heirs, successors, and assigns (the “Indemnified Party”) from and against any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, suits, causes of action, actions, demands, liabilities, losses, damages, costs, assessments, judgments, fines, penalties, threats, sums of money, accounts, costs and expenses (including reasonable attorney’s fees), known or unknown, direct or indirect, at law or in equity or in settlement or in any other proceeding and whether or not suit was filed thereon (collectively, “Losses”), arising from, relating to or in connection with (i)

Client's violation of these Terms, (ii) Client's use of the Brooks Betts Materials or the Services other than as expressly authorized in these Terms, and (iii) Client's use of any information obtained from the Brooks Betts Materials or the Services. THE INDEMNITY CONTAINED IN THIS PARAGRAPH WILL APPLY EVEN IF THE LOSS IS CAUSED IN WHOLE OR IN PART OR EXACERBATED BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE INDEMNIFIED PARTY.

9. Limitation of Liability.

(a) IN NO EVENT SHALL BROOKS BETTS BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT BROOKS BETTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL BROOKS BETTS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO BROOKS BETTS PURSUANT TO THE APPLICABLE ORDER CONFIRMATION.

10. Termination. In addition to any remedies that may be provided under these Terms, Brooks Betts may terminate these Terms with immediate effect upon written notice to Client, if Client: (a) fails to pay any amount when due; (b) has not otherwise performed or complied with any of these Terms, in whole or in part; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

11. General Provisions.

(a) Waiver. No waiver by Brooks Betts of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Brooks Betts. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(b) Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms (except for any obligations of Client to make payments to Brooks Betts hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of these Terms; (f) national or regional emergency; (g) shortage of adequate power or transportation facilities; and (h) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within two (2) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

(c) Assignment. Client shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Brooks Betts. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under these Terms.

(d) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in these Terms shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(e) No Third-Party Beneficiaries. These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(f) Governing Law. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Connecticut without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Connecticut.

(g) Submission to Jurisdiction. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Connecticut in each case located in Fairfield County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(h) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses that may be designated by the receiving party in writing; provided, that a copy of any such Notice provided to Brooks Betts must also be sent to brooks.dibble@gmail.com. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these Terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

(i) Severability. If any term or provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

(j) Survival. Provisions of these Terms, which by their nature should apply beyond the expiration or earlier termination of these Terms, will remain in force after any termination or expiration of these Terms including, but not limited to, the following provisions: Section 5 (Intellectual Property), Section 6 (Confidentiality), Section 7 (Disclaimer), Section 8 (Indemnification), Section 9 (Limitation on Liability) and Section 11 (General Provisions).

(k) Amendment and Modification. Brooks Betts may revise and update these Terms from time to time in its sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Services thereafter. However, any changes to Section 11(f) and Section 11(g) will not apply to any disputes for which the parties have actual notice on or before the date of such change.