

# RD TRAINING SYSTEMS, LLC—LICENSES AND SERVICE AGREEMENT

This License and Services Agreement (the "Agreement") is entered into between RD Training Systems, LLC (RDTS). "RDTS, LLC," and the individual or entity is submitting this form for enrollment as a licensee of RDTS, LLC ("Licensee"). By enrolling as a Licensee, the licensee shall be referred to herein as a "Customer." The customer agrees to be bound by the terms and conditions of this Agreement. RDTS, LLC reserves the right to change the Terms of this Agreement from time to time at its sole discretion. Customers must accept any new terms and conditions in the updated form of this Agreement. This Agreement shall apply to all versions, distributions, deliveries, assignments, and uses of Product and Services and other data and information. The workbook is copywritten material and is the intellectual property of RDTS LLC, the "The Edge Executive Training" Retreat. Pursuant to the protection provisions of the United States Copyright Act of 1976, no part of this training material, videos, or online content may be reproduced in any form or by any means, electronic or mechanical, for any purpose, in whole or in part, without the expressed written permission of RDTS LLC USA & Canada. Information in this material is subject to change without notice. RD Training Systems LLC USA & Canada aggressively protects its copyrights and will seek all legal remedies against anyone who infringes or attempts to infringe on our copywritten material. Violation of Federal Copyright regulations will subject you to civil and possibly criminal liability. We will adhere to our contract.

## I. 90 DAY PERFORMANCE GUARANTEE

Our system is proven. In fact, we are so confident that we guarantee you will have generated additional leads, a listing, or an additional sale if you implement and use the systems for 90 days after attending the live 2-day training. There is no other program like this anywhere, as you will soon see. If, after the use of the entire system, your efforts do not yield additional leads, a listing, or sale, contact us, and you agree to be provided with further assistance and coaching. We guarantee leads, not the conversion of a lead. Should you choose to request a refund at the end of the 90-day period, you must meet all requirements if you have not generated leads, a listing, or a sale. You will be required to fill out an exit survey detailing your efforts and results. This is not a satisfaction guarantee; it is a 90-day performance guarantee based on your efforts. No refunds will be granted without a completed exit survey. No refunds will be granted after 100 days from attendance. You must contact our office on the 90th day, not to exceed the 100th. We make a substantial investment in you with this program. Therefore, in the event of a refund request, all meals, training, education, content fees, workbook, pre-paid social media services, 120 days lead capture websites and follow-up systems as well as all other hard costs, will be deducted from your refund, not to exceed 50% of your tuition. All refunds will be credited to the original form of payment in approximately 90 days. The 90-day performance guarantee does not apply if the tuition is not paid in full. (The 90-day performance guarantee only applies when you attend the live training)

## II. INTELLECTUAL PROPERTY

This Agreement grants to Customer ONLY a limited one-time license for the personal use of the Product and Services. All Intellectual Property, including without limitation all copyrighted material, all trademarks, service marks, logos, or other corporate identification, all know-how, trade secrets and any other proprietary information of RDTS, LLC remains the exclusive property of RDTS, LLC. Commercial resale, electronic extraction, or reformatting of Product or Services or any information available on the website or any other co-branded website is strictly prohibited. Data mining, screen scraping, downloading, or any other activity designed to obtain, re-use, reformat, re-sell the proprietary information of RDTS, LLC, or co-branded websites is strictly prohibited. Reposting, manipulation, display, or other web-based presentation of data obtained through the website or co-branded website on the Internet or through e-mail is strictly prohibited.

## III. VIRTUAL ON DEMAND POLICY

Our normal refund policy does not apply to the Virtual OnDemand option without attending "The Edge 2.0" Executive training. The reason is that we cannot ensure your participation and success without attending the live two-day training. We will be glad to extend an invitation for you at any time to attend the next upcoming "The Edge 2.0" Executive training.

## IV. AUTHORIZATION FOR PAYMENT

By signing up for any direct training provided by RDTS, LLC, and providing either credit card, debit card, or ACH transaction information, the customer consents to the subsequent recurring billing for services purchased on an ongoing basis until the balance is paid in full.

## V. FEES

Processing Fee: RDTS may assess a \$100.00 per month processing fee. Credit Card Disputes (Charge-backs): If a customer initiates a credit card dispute, RDTS, LLC may assess a \$500.00 processing fee for each credit card dispute. Returned Checks: RDTS, LLC, may assess a \$150.00 processing fee on all returned checks. Collections Fee: In the event, an account is submitted to a third-party collections service, a \$100.00 processing fee may be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account. Interest: Any charges not paid when due are subject to a late fee of \$50.00 and interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law.

## VI. GENERAL BILLING

Usage of RD Training Systems products and services constitutes the customer's acceptance of the RD Training System's billing policy. The following is RD Training Systems, LLC billing policy in which all customers must comply. All accounts are set up on a prepaid basis. Payment must be received by RD Training Systems, LLC before any service is provided. Customers are required to keep a valid credit/debit card on file to charge for recurring monthly payment plans (if applicable). The entire tuition fee must be paid in full prior to the training. All customers must pay by credit/debit card. RD Training Systems, LLC, does not accept international checks. Customers are responsible for keeping all credit/debit card details and contact information current. All payments are automatically charged to the credit/debit card on file approximately 30 days apart.

## VII. BILLING CYCLE

Credit/Debit Card Billing: All credit/debit cards are automatically charged on the day the Tuition Agreement is signed. If the credit/debit card is declined, RDTS, LLC, will attempt to charge the card on file until the payment clears. Late Fee: All accounts for more than 30 days past due may be assessed a late fee of \$50.00 per month. No more than three attempts to contact the customer will be made before any late fee is assessed. Delinquent Accounts: All accounts 30 days past due may be disabled (and may not use any services or tools or attend the live training). Deactivation: After an account is delinquent 60 days, it will be canceled due to non-payment.

## VIII. BILLING DISPUTES

(Charge-backs): If a customer initiates a credit card dispute, RDTS, LLC may assess a \$500.00 processing fee for each credit card dispute. Each customer agrees to provide RDTS, LLC 30 days to attempt settlement of any billing dispute before disputing with any third-party credit/debit card or bank. RDTS, LLC, must be the first option in billing disputes. Should RDTS, LLC receive a credit card dispute from a third-party credit/debit card or bank on the customer's behalf before RDTS, LLC has been given a chance to resolve the issue, RDTS, LLC retains the right to collect on any rendered services or fees that are due and will submit any disputed amounts to a collection agency. Once a credit card dispute has been received, RDTS, LLC, will immediately suspend services until the matter is resolved. RDTS, LLC reserves the right to terminate service for any customer at its sole discretion. If the Tuition fee/payment plan, credit card charges are declined or disputed, all fees revert to the full cost of \$7,995.00 (No discount applies). A licensee is required to complete a tuition form, which bears legal mandate that the attendee has accepted the "Cancellation Policy." Unwarranted credit card disputes will revoke your right to an Exit Survey and will void the Guarantee.

## IX. CANCELLATIONS

The tuition fee is non-refundable. There are no refunds or cancellations. If, for any reason, you cannot attend, you may send a substitute, transfer to another training, or convert to the Virtual OnDemand option. Medical exceptions do not apply as you will have the option to reschedule or convert to Virtual OnDemand. All transfer requests are subject to an additional \$625 fee. Failure to attend the training without prior notice will invalidate your 90-day performance guarantee. No exceptions, please. Virtual OnDemand orders are non-refundable and are shipped to you after the live training. All communication must be done in writing through an RDTS, LLC representative. Customers are encouraged to keep records of all communication. Request to cancel an account with RDTS, LLC, cannot be done by canceling the credit/debit card. RDTS, LLC will continue to treat this as an open account, and the billing cycle will continue, resulting in a past due account that may be turned over to a third-party collection service. Stop payment of an account does not dismiss an outstanding balance. RDTS, LLC reserves the right to reschedule or modify this training at any time and is held harmless for acts of war, nature, pandemic or catastrophe of any kind. RDTS will follow all government and state guidelines.

## X. CHOICE OF VENUE, JURISDICTION AND LAW

The parties hereby submit and consent to the exclusive jurisdiction of the State of California in Orange County. You agree that all disputes between you and us with regard to your relationship with us, including without limitation dispute regarding this user agreement, your use of the services, or rights of privacy or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration consumer-related disputes. Neither you nor we will participate in a class action or class-wide arbitration for any claims covered by this agreement to arbitrate. You are giving up your right to participate as a class representative or class member on any class claim you may have against us, including any right to class arbitration or any consolidation of individual arbitrations. Furthermore, this agreement between the parties hereto shall be governed by and construed in accordance with the laws of the State of California. All foreign state choice of laws, venue, or jurisdiction is hereby knowingly waived by the participant (Customer).

## XI. RELEASE OF LIABILITY

I agree to release RDTS, LLC of any illness, injury, or personal damage that may occur from attendance at "The Edge 2.0" Executive training.

## XII. INTEGRITY CLAUSE

This Agreement and all of the attachments, amendments, and modifications hereunder constitute the complete and only contract among both Parties on the subject matter of this Agreement. This Agreement and all of the attachments, amendments, and modifications replace all previous oral or written agreements, contracts, understandings, and communications of both Parties with respect to the subject matter of this Agreement and all of the attachments, amendments, and modifications.

## XIII. COVID-19 PANDEMIC RIGHT TO ALTER TRAINING

Due to the current COVID-19 Pandemic, you agree and accept possible reschedule date(s) due to government mandates and regulations if necessary. And you agree to accept the Virtual OnDemand option in lieu of the live training as services rendered.

## XIV. PRIVACY

Unless specifically noted when the information is obtained, RDTS, LLC will not disclose information that personally identifies its customers, customers, and clients available to third parties outside of RDTS, LLC, and its controlled subsidiaries and affiliates without your consent.

## XV. NUMBER OF AUTHORIZED USERS UNDER YOUR SUBSCRIPTION

**UNAUTHORIZED USE SHALL RESULT IN YOUR IMMEDIATE OBLIGATION TO PAY LIQUIDATED DAMAGES TO RDTS, LLC OF \$1,000 PER VIOLATION**, as Provided in Section I above. There shall be two types of Customers: (1) Individual Customers and (2) Teams (business partners recognized by your principal managing broker and share all expenses and commissions). Enrollment as an Individual Customer entitles the named Customer ONLY to limited use, review, viewing, copying for the restricted use of, or printing for the restricted use of, the Product or use of any Service, subject only to the Customer Exception described in Section I above. Enrollment as Team entitles ONLY the individuals named on the Team enrollment form (collectively "Team" individually "Customer") to limited use, review, viewing, copying for the restricted use of, or printing for the restricted use of, the Product or use of any Service, subject only to the Customer.

## XVI. ADDITIONAL SERVICES

Internet Lead Generation Services/Web Hosting/Social Media Services are offered. Hosting Fee Applies to range from \$49-\$159 monthly (these are additional/optional investments offered by separate vendors). Our 90-day guarantee does not cover these services.