

Terms and Conditions of Use

Please read these Terms and Conditions (“T&C”) carefully. You must agree to these Terms & Conditions before you are permitted to use the InstaClubHub or Instagram Bootcamp Program and/or InstaClubHub Membership monthly subscription service, whether on a website hosted by Team Johnson, LLC or a third-party website (collectively “the Program”). Team Johnson, LLC conducts business from its offices at 51 Vantis Dr., Aliso Viejo, CA 92656.

If you do not agree with these T&C, you may not use the Program.

As used in these T&C, the term “Releasees” is defined to include the following: (i) Team Johnson, LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, contractors, interviewees, expert consultants, successors and assigns (collectively “the Company”); (ii) any Company volunteers; (iii) Chalene Johnson, Bret Johnson

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in the Program may not be appropriate for children. Minors are not permitted to use the Program. The Company hereby disclaims all liability for use by individuals under the age of 18.

Bootcamp and Bootcamp VIP Access

After enrolling in Bootcamp, you will receive access to live video call(s). If you upgrade and enroll in VIP Bootcamp, you will be charged an additional one-time amount. This grants you access to the recordings of the Bootcamp live video call(s) for at least 3 months. Both the Bootcamp and Bootcamp VIP carry separate charges at the then published rate and are non-refundable.

Membership Access

After enrolling in the InstaClubHub Membership monthly subscription service, you will receive online access to the Program and Program materials, plus new trainings, as well as other reference materials relating to the InstaClubHub.

You may cancel your account at any time by accessing your account in the “My Membership” section or reaching out to customerservice@instaclubhub.com.

When you cancel, the Company will refrain from charging your account on the following billing cycle. Each billing cycle is thirty days, so your access will continue for the remainder of the current thirty-day period.

The Company reserves the right to suspend or terminate your subscription any time if you fail to pay amounts owing to us when due, or for any other reason in our sole discretion.

Monthly Subscription Fee

By enrolling in the InstaClubHub Program, you agree to paying \$27 monthly, or then current rate, charged monthly from your start date.

Trial Period

InstaClubHub Membership may offer, from time to time, a trial period of 7 days for \$1 or the then current trial period fee displayed to you at registration. InstaClubHub Membership reserves the right to periodically change the trial period term and/or amount. After the end of the trial period, you agree to paying the Monthly Subscription Fee charged monthly from the end of your trial. Only available for new InstaClubHub Members only.

Enrollment and Cancellation

Beginning on your date of sign-up and first payment, you will receive access to the Program and its online materials for four (4) weeks. You are automatically enrolled into the

InstaClubHub Monthly Subscription

After enrolling in the Membership monthly subscription service, you will receive online access to the Program and Program materials.

You may cancel your account at any time by accessing your account in the “My Membership” section or reaching out to customerservice@instaclubhub.com.

Payment and Refunds

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).

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment, otherwise the Program will not continue and we reserve the right to terminate your access to the Program and all Content immediately and permanently.

If you fail to make payment in a timely manner in accordance with these T&C's or voluntarily decide to withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you choose.

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

Since we have a clear and explicit Refund Policy in these T&C's that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that 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.

Ownership of the Content

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Your License to the Company

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least 18 years old. You are also granting us, and anyone authorized by us, 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 perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of the Company’s current or future Program 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 us 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 Program that may contain you, your voice and/or your likeness. In the Company’s sole discretion, we reserve 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 Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, 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 any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

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

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 us, you should request permission in writing BEFORE you use the Content by sending an e-mail to CustomerService@instaclubhub.com.

If you are granted permission by the Company, you agree to use only 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 us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

Your Conduct in the Program

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 your material and for any liability that may result from the material 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.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's 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.

You are strictly forbidden from the following:

- 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
- Sharing private and proprietary information from the Program with anyone else

Username and Password

To access certain features of the Program, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any 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 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 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.

Termination

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these T&C's with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

Personal Responsibility, Assumption of Risk, Disclaimers, and Indemnification

Earnings and Results Disclaimer. The Company makes no guarantees whatsoever that you will achieve any results, including earnings from the information provided on the Website or otherwise by the Company. Testimonials published by the Company are independent and genuine, but they do not represent a guarantee or warranty of similar results.

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 Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual. Failure to follow the Program in full may result in diminished results.

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2. The Company tries to ensure that the availability and delivery of the 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, we will try to limit the frequency and duration of suspension or restriction.
3. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE 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,

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4. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.
5. Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.
6. These Terms shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles. The nearest state and federal courts to Aliso Viejo, California have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these T&C's. By using the Program or 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.
7. The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the 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.
8. You agree to defend, indemnify and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its 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 Program or Content in violation of these T&C's, (ii) any breach by you of these T&C's 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

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9. You expressly agree that these T&C's are intended to be as broad and inclusive as permitted by the law of the State of California, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

The Company may change, modify or update these T&C's at any time without notice. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, or would like a copy emailed to you, contact CustomerService@instaclubhub.com.