

RETROGRAPHIC SYSTEMS INTERNATIONAL USER AGREEMENT

Last Updated 06/01/2022

Important: Please read carefully before paying or accessing RETROGRAPHIC INTERNATIONAL proprietary products that include but are not limited to; audio and or visual presentations, social media groups, messaging apps, seminars and software(s) that may otherwise be owned and or associated with Retrographic.inc and RETROGRAPHIC INTERNATIONAL. By accessing or using our service(s), you acknowledge that:

- 1) You have read this Agreement
- 2) You understand it, and
- 3) That you accept and agree to be bound by its terms

This Agreement (“**Agreement**”) is a legal contract between RETROGRAPHIC INTERNATIONAL. For purposes of this Agreement, “Retrographic”, “we,” “us” or “our” shall mean Retrographic.inc and RETROGRAPHIC INTERNATIONAL. A company registered in Salt Lake City, Utah with company number 37X15433, located in place of 730 W 210 S, Orem, UT 84058, USA (“**RETROGRAPHIC INTERNATIONAL**”), and (“**You**”, an individual) with details as held electronically on account at Retrographic.inc (collectively the “parties”).

Commencement of this Agreement is conditional upon your acceptance of this Agreement and or an initial, non-refundable Program payment (the initial payment) as set out within clause 1.5 of this Agreement.

Now, therefore, the parties agree as follows:

SECTION 1: MEMBERSHIP AND PROGRAM FEES

1.1. Programs: Under the terms of this Agreement, Retrographic agrees to provide (at its own expense and discretion) opportunities to you in the form of information, software, and client coaching services, hereinafter referred to as ("Program(s)") in exchange for a program fee. Progression between programs will occur automatically, and program fees will be determined according to paragraph 1.3. below. Your access to trainings will be free with an active membership, conditional on payment of a program fee set out below.

1.2. Program Information: You are permitted to use the information made available through Retrographic Programs only for your own use. You are not permitted to publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party. In addition, you are not permitted to alter, obscure, or remove any copyright, trademark or any other notices that are provided to you in connection with the information.

1.3. Term: The term of this Agreement will commence upon your acceptance of this Agreement and or payment of the applicable Program and you agree and understand that upon commencement of the term of this Agreement, you will become enrolled in the Retrographic Program(s).

1.4. Termination: Retrographic may terminate this Agreement at any time in its discretion upon notice to you, and limit, suspend, or remove you from continuing in the Program at any time without refund if you cease to follow the program guidelines, become disruptive or difficult to work with or impair the Program's functionality in any way.

1.5. The Initial Payment: By accepting the terms of this Agreement, you agree and understand that the initial Program payment stated and or agreed in advance of entering the program(s) is non-refundable. You are committing to pay RETROGRAPHIC INTERNATIONAL the initial Program payment.

1.6. Fees: Your program fee will be fixed for the duration of your participation in the program, provided that payment in full is received. Monthly contracts can be paused but any payments received in relation to access will not be conditional to a refund as set out within clause 1.7 of this Agreement.

1.7 No Refunds: Retrographic abides by a strict, no refund policy post 30 days for users that have used or accessed any data-sensitive or unique IP related features and or data(s) within our program(s). By accepting the terms of this Agreement, you agree and understand that you are foregoing the right to claim any refund of fees paid for access and use of the program(s) offered by Retrographic. You further acknowledge that in accepting the terms of this Agreement and affirmatively seeking the benefit of and membership in such program(s), you are taking full responsibility for your own success. Thus, you agree that you will not request a refund.

SECTION 2: NO WARRANTIES

2.1. No Warranty: Retrographic makes no warranty, express or implied, concerning its Programs. Retrographic expressly disclaims any implied warranty of merchantability or fitness for a particular purpose, including any warranty for the use or the results of the use of the services with respect to their correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability.

2.1. Success Not Guaranteed: By accepting the terms of this Agreement, you agree and understand that Retrographic provides Programs and guarantees no specific results. You take full responsibility for your own success. Results can and do vary, and the results of our coaching team are not typical therefore Retrographic makes no guarantees. The testimonials and examples used in any of our visual representations are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including but not limited to, his/her background, finances, dedication, starting point in his/her business, desire and motivation, and asset selection.

2.2. Limited Liability: In no event, will Retrographic be liable to you or any party related to you for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if Retrographic has been advised of the possibility of such limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.3. System Outages, Capacity Limitations and Delays: As a result of high Internet traffic, transmission problems, systems capacity limitations, and other problems, you may, at times, experience difficulty accessing the Web site or communicating with Retrographic through the Internet or other electronic and wireless services. Any computer system or other electronic device, whether it is yours, an Internet service provider's or Retrographic' can experience unanticipated outages or slowdowns, or have capacity limitations. Retrographic shall have no liability, contingent or otherwise, to you or to third parties, for delays, omissions, or interruptions in the delivery of the data and services available on this Web site or for any other aspect of the performance of the Program or for any failure or delay in the execution of any transactions through this service.

SECTION 3: CONFIDENTIALITY

3.1. Confidentiality: Only authorized users, who have duly attained access to any Programs offered by Retrographic by personally agreeing to the terms of this Agreement are permitted to use and participate in such programs. Except as expressly authorized by this Agreement, you shall not provide or make available any documentation, video, audio, or any login member credentials to any third party, or use the documentation, video, audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information.

3.2 Intellectual Property: You acknowledge that any audio and/or visual presentations, documentation, and other elements of Retrographic Program(s), software(s) and system(s) are the sole Intellectual Property of Retrographic protected under copyright, trademark and other intellectual property laws and international treaties. You further acknowledge and agree that, as between You and Retrographic and its third-party licensors, they shall continue to own all right, title, and interest in and to the audio and/or visual presentations, documentation, and other elements of the Retrographic' systems, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or indefinite software access or other right or interest in or to the audio and/or visual presentations, documentation, and other elements of the Program(s), software(s) and system(s), or any other intellectual property rights of Retrographic, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that Retrographic uses in connection with services rendered are marks owned by Retrographic. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

SECTION 4: MISCELLANEOUS

4.1. Non-Transferability: The rights and obligations under this Agreement are personal to you and you may not assign or transfer any rights or obligations under this Agreement.

4.2. Indemnification: You will, at your own expense, defend, indemnify, and hold Retrographic, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including legal fees, arising out of or in connection with any use of the Program(s) of this Agreement.

4.3. Lifetime Access: Retrographic will endeavour to ensure access to all Program(s), software(s) and system(s) offered by Retrographic. Retrographic will reserve the right to cease access to any Program(s), software(s) and system(s) should Retrographic deem that the offering infringes upon the terms of services and or rights of a third party.

4.4. User Content: If you provide to us any ideas, proposals, suggestions or other materials (to be referred to as “Feedback”), whether related to the Web Site, our programs or otherwise, such Feedback will be deemed to be User Content, and you hereby acknowledge and agree such Feedback is not confidential, and your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.

4.5. Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between You and Retrographic concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, or understanding you may have had with Retrographic relating to both the software and the program, whether oral or written.

4.6. Governing Law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of USA. The Parties submit to the jurisdiction of the United States Of America courts.

4.7. Disclaimer: Retrographic coaches, mentors, and other participants are not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by these instructors is not intended as such. You should refer all legal, tax, accounting and financially related inquiries to appropriately qualified professionals.

By proceeding, you acknowledge that you understand and agree to all of the aforementioned terms, including those related to program fees, strict no refund policy, and confidentiality.