

## **BUFFINI TV SUBSCRIPTION AGREEMENT**

### **1. Agreement**

This constitutes an agreement between Buffini & Company, a California corporation and each Member or Subscriber who has completed the registration process, provided user information or is using the Buffini TV web portal to access the Service or the Content. Please read it carefully. By completing the registration process and/or using the Service or accessing the Content, you agree to be bound by this Agreement.

Buffini & Company reserves the right to change the terms of this Agreement from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this website and these terms and to be aware of any modifications. Your continued use of the Service or access to the Content constitutes your agreement to any modified terms.

### **2. The Service and the Content**

Buffini TV is a subscription service (“the Service”) consisting of monthly webcasts and other online content (“the Content”) featuring Buffini & Company’s principal speaker, Brian Buffini, and other speakers or information. The Content includes, without limitation, information, content, design, compilations, software, photos, video, graphics, music, sounds, ideas or material that can be viewed from the Buffini TV portal of the Buffini & Company website.

### **3. Fees**

(a) **For Members or Certified Local Facilitators.** Access to Buffini TV is included as a feature of Buffini & Company One2One Coaching™, Group Coaching and Referral Maker PRO™ membership. Certified Local Facilitators of Buffini & Company’s Peak Producers® Program are also provided with access to Buffini TV. No additional fee is required.

(b) **For Subscribers.** The subscription fee for access to the Service and the Content is \$99.00 per month. Persons who subscribe to Buffini TV on other than the first of the month will be billed a monthly subscription fee on the first day of the following month. For Subscribers who cancel their subscription on other than the last business day of the month, the Subscriber’s access to Buffini TV will continue until the end of that month. There will be no prorated refunds.

All subscription fees will be billed automatically to the credit card you designate. You authorize Buffini & Company to debit your credit card for any and all amounts owed by you and you will keep the credit card you register for this purpose in good standing and with available open credit sufficient to cover any amounts arising under this Agreement.

### **4. Availability of the Content**

(a) **For Members or Certified Local Facilitators.** Members or Certified Local Facilitators who are provided Buffini TV as a feature of their membership or Agreement will have access to an online library featuring archived copies of Buffini TV video presentations.

(b) **For Subscribers.** In general, a Subscriber will have online access to each monthly video presentation for a period of ninety (90) days.

### **5. Content Ownership**

The Service and the Content, including without limitation all audio, video, data or graphics as well as all information, writings or Content displayed, communicated or provided as part of any broadcast is owned exclusively by Buffini & Company and is protected by exclusive rights, copyrights, trademarks and/or other proprietary rights of Buffini & Company or third parties who have licensed Buffini & Company to make the Content available to others. Buffini & Company, on behalf of itself as well as its Content providers and licensors, if any, expressly reserves all intellectual property rights in and to all content accessible as part of the Service. Except as expressly provided herein, no right, title or interest in and to any Content is transferred to you or any other person as a result of your registration with Buffini & Company or access to the Content.

## **6. License**

The Service and the Content is being licensed to you and not sold. User is granted a non-exclusive revocable, limited license to access and make personal use of the Service and the Content for User's personal or existing business purposes not related to training or coaching. Any other duplication, dissemination or resale of the Service or any portion of the Content is prohibited. Except for the license granted under this Agreement, Buffini & Company retains all right, title and interest in and to the Service and the Content. The Member or Subscriber is authorized under this license to use the Service to access the Content. The license cannot be shared or used by any other person.

## **7. Rights and Limitations on Use**

- (a) In using the Service or accessing the Content, the Member, Certified Local Facilitator or Subscriber will:
  - i. Comply with all applicable laws, ordinances or regulations.
  - ii. Comply with any codes of content or other notices provided by Buffini & Company.
  - iii. Keep his/her account information, including his/her password, secret.
  - iv. Promptly notify Buffini & Company if he/she learns of a security breach or unauthorized access relating to the Service or the Content.
- (b) A Member, Subscriber or Certified Local Facilitator may not:
  - i. Use the Service or the Content in a way which harms Buffini & Company, its agents, employees or independent contractors or any customer of Buffini & Company.
  - ii. Engage in, facilitate or further unlawful conduct.
  - iii. Forward, copy, capture, duplicate, mirror or reproduce any portion of the Service or the Content.
  - iv. Distribute, transmit, republish, rebroadcast, modify, or create derivative works or compilations from any portion of the Service or the Content.
  - v. Sell, transfer, assign, redistribute, rent, lend or grant any sublicense or other subsidiary use of the Service or the Content to any other person.

## **8. Privacy and Access to Account**

- (a) **Privacy.** In order to operate and provide the services, Buffini & Company may need to access your account and the data you have input. You grant Buffini & Company the right to access your account and data for that purpose. Buffini & Company also collects certain information about its Members or Subscribers. Buffini & Company uses that information as described in Buffini & Company's Privacy Policy which is available at <http://www.buffiniandcompany.com/privacy-policy.aspx>, the terms of which are incorporated herein by reference.
- (b) **Performance and Usage Data.** In order to provide the Service, Buffini & Company may collect certain information about the Service performance, or the computers or hand-held devices used by Members or Subscribers to access the Service.
- (c) **Communication.** Buffini & Company may need to notify Members, Subscribers or Certified Local Facilitators occasionally of announcements relating to the operation of the Service. In addition, Members, Subscribers or Certified Local Facilitators may receive marketing and other information relating to Buffini & Company, its products or services from time to time.

## **9. No Representations or Warranties/ Limitations on and Exclusions of Liability**

The Service, and any Content provided as part of the Service, including all modifications thereof, and all acts or omissions undertaken or not undertaken relating to any of the foregoing are provided on an “as available” and “as is” basis. Except to the extent prohibited by applicable law, Buffini & Company disclaims all representations, warranties and commitments of any kind with respect to the subject matter including, but not limited to, any and all implied warranties or other commitments of title, merchantability, quality of information or fitness for a particular purpose.

In no event shall Buffini & Company be liable for any indirect, punitive, special, incidental or consequential damages (including, without limitation, lost profits, revenue or savings, lost data or content, loss of or damage to business opportunity, business interruption or the like) arising out of or relating to this Agreement, or your use of the Service or access to or use of the Content. In any case, Buffini & Company’s entire liability under this Agreement or in any way related to the subject matter hereof shall be limited in the aggregate and regardless of the number or timing of the claims asserted to the greater of \$2,000.00 or the total fees received by Buffini & Company hereunder for the twelve (12) calendar months immediately preceding the month in which the claim is first filed or asserted against Buffini & Company. These terms shall apply whether or not Buffini & Company has been advised of the possibility or likelihood of the loss, injury, damage or liability suffered or excluded and regardless of the theory of relief asserted (e.g. whether in contract, tort, negligence, breach of warranty, strict liability in tort or by statute or otherwise). Any action against Buffini & Company for relief of any kind must be brought within one (1) year after the cause of the action arose. The terms of this section represent important agreed and bargained for understandings of the parties and Buffini & Company’s compensation hereunder reflects such terms.

## **10. Indemnification**

You agree to indemnify Buffini & Company as well as its directors, officers, agents, employees, and independent contractors and hold them harmless from any and all claims and expenses, including attorneys’ fees arising from your use of the Service or the Content.

## **11. Assignment**

You may not assign this Agreement or your license to access the Service or use the Content, and any attempted assignment shall be void. Buffini & Company may delegate all or part of the performance of its obligations under this Agreement to independent contractors or other businesses.

## **12. Severability**

If a court holds any provision of this Agreement to be illegal, invalid or unenforceable the rest of this Agreement shall remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.

## **13. Governing Law and Venue**

All legal issues arising from or relating to your use of Buffini & Company products or services or this Agreement shall be interpreted and construed in accordance with the laws of the State of California. By accessing or using such products or services you consent to personal jurisdiction and exclusive venue in the State and/or Federal Courts of the County of San Diego, State of California with respect to any disputes arising out of or relating to this Agreement or the use of this site.

## **14. Entire Agreement**

This Agreement constitutes the entire agreement between you and Buffini & Company with respect to the subject matter hereof and supersedes any other agreement, proposals and communications, written or oral between Buffini & Company and you with respect to the subject matter hereof.