

Dignitas Learning, LLC  
**TERMS OF PURCHASE**

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Please read these Terms of Purchase (“Terms”) carefully before completing your purchase of any course, product or program (“Product”) from Dignitas Learning, LLC (the “Company”, “we”, “our”).

By purchasing a Product from the Company, you agree to abide by these Terms and our Website Terms & Conditions, Privacy Policy, and Disclaimers (collectively, these “Terms”). If you disagree with any part of these Terms, you should not complete your purchase. In the event of any conflict between these Terms and the Website Terms & Conditions, Disclaimers, or Privacy Policy, these Terms shall control.

You must be at least 18 years of age or older to purchase from the Company.

## **PRODUCTS**

The Products may include access to an online, password protected platform that may include video, audio, or written lessons, templates, guides, checklists, slide decks, and/or other training materials or access to downloadable templates, guides, checklists, and/or other resources delivered via email or sharing links as further described on the sales and/or checkout pages for each Product. The specific contents of the Program are subject to change, and the Company makes no guarantees that any particular resource will be available at any given time.

From time to time, the Company will offer bonuses to individuals who purchase certain Products. You shall be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the Product and they vary depending on specific live and automated promotions throughout the year. If the offered bonus is a product that you already purchased, you will not be entitled to a refund of the purchase price for the product or any other compensation in place of the offered bonus.

## **PAYMENT POLICY**

### **Payment Policy**

In consideration for your access to the Product(s), you agree to pay for the Product(s) in full (including all applicable sales and other taxes or fees) as indicated on the sales and checkout pages for such Product(s) and for providing the Company with a valid credit card, debit card, or other payment method.

To complete your purchase, you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your

credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any purchase; and (ii) the information you supply to the Company is true, correct and complete.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected including purchases made with pre-paid credit cards. The Company reserves the right to refuse or cancel your order at any time for any reason, including but not limited to product or service availability, errors in the description or price of the product or service, or errors in your order.

We may use third party services for the purpose of facilitating payment and the completion of your purchase. By submitting your information, you grant the Company the right to provide your payment information to these third parties subject to our Privacy Policy.

## **REFUND POLICY**

**Due to the digital and informational nature of the Product(s), NO REFUNDS will be issued for any reason at any time after purchase.** If you initiate a chargeback, the Company reserves the right to report any delinquent balance owed to a credit reporting bureau and/or collections agency at our sole discretion.

If you experience any difficulties accessing, retrieving, or downloading your purchased Product(s), contact the Company immediately at [rod@dignitaslearning.com](mailto:rod@dignitaslearning.com)

## **PRODUCT ACCESS & AVAILABILITY**

### **1. Term of Access**

Your access to the Product(s) begins upon completion of your purchase and will continue for a period of three (3) days after completion of a course, at the end of which your access will be revoked. A period of inactivity over 30 days, or failure to complete a course within the prescribed timeline + three (3) days will result in automatic revocation of access.

### **2. Availability**

The Company does not own the online course platform or community by which the Product is provided and delivered. Your access may sometimes be subject to interruption or delay outside of our control. Due to the nature of the Internet and electronic communications, we do not make any warranty that the Product or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our course platform or community or the resources or services supplied through our course platform or community become unavailable, interrupted or delayed for any reason.

## **DISCLAIMER**

### **1. Not Professional Advice**

The information contained in the Product(s) is not intended as, and shall not be understood or construed as, professional advice. The Product(s) are for educational and entertainment purposes only. The Product(s) should not be construed as medical, legal, financial, or any other type of professional advice. While the Company's representatives and/or employees may be professionals and the information provided in the Product(s) relates to issues within their area(s) of professionalism, the information contained in the Product(s) is not a substitute for advice from a professional who is aware of the facts and circumstances of your individual situation.

The Company and its representatives and employees have done their best to ensure that the information provided in the Product(s) is accurate and to provide valuable information. Regardless of anything to the contrary, nothing in the Product(s) should be understood as a recommendation that you should not consult with a professional to address your particular situation. The Company expressly recommends that you seek advice from a professional. The Company shall not be liable or responsible for any errors or omissions in the Product(s) or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

### **2. No Professional-Client Relationship**

Your purchase of the Product(s) does not create a professional-client relationship between you and the Company or any of our professionals. You recognize and agree that your purchase of the Product(s) does not create any professional-client relationship.

### **3. Your Personal Responsibility**

By using the Product(s), you accept personal responsibility for the results of your actions. You assume all the risk of your access to the Product(s) and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to you. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in the Product(s). You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended in the Product(s).

## **CONFIDENTIALITY**

We will not disclose any information you provide except as set forth in these Terms and as further provided in our Privacy Policy on [digntiaslearning.com](http://digntiaslearning.com). As a purchaser of the Product, you may have access to a community of other purchasers. As a condition of purchasing the Product, you agree to respect the privacy of other purchasers. You agree not to share any

information provided by other purchasers outside the community unless you receive express written permission to share the information from such other purchaser.

You further agree to respect the Company's confidential information. The content of the Product(s) contains our proprietary methods, forms, templates, and other information. You agree not to share the information provided to you in the Product(s) with anyone other than the Company and other purchasers of the Product.

## **YOUR MATERIALS AND CONTRIBUTIONS**

By submitting a comment, photo, video or other material(s) to the Company via the Product or otherwise, you grant to the Company a non-revocable, commercial license to republish your submission in whole or in part unless you explicitly state that we may not do so with said submission. You have no right to privacy related to your actions in accessing the Product(s) or related materials, and the Company reserves the right to disclose your participation in the same.

You must own the copyright to any image(s) you use in relation with the Product(s). You grant the Company a non-revocable, commercial license to any image(s) you submit to us by default, such as a Facebook profile photo or other profile image you voluntarily provide in accessing the Product(s), or that you provide voluntarily upon our request. Such a default or voluntary release of your image and likeness may be used for any reasonable future business use.

By participating in any live group coaching calls or any other events held via video conferencing software, you consent to the recording of your participation in such calls. Such recordings will be made available inside the Program and may be used for any reasonable future business use at the discretion of the Company.

The Company is not obligated to notify you or anyone of our use in our own publications of photographs or other images that you submit to us by default or voluntarily.

## **INTELLECTUAL PROPERTY**

The Product(s) contain intellectual property owned by the Company, including trademarks, copyrights, proprietary information, and other intellectual property, such as text, video, graphics, design, logos, images, and the compilation thereof. The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. The Company reserves all rights in and to its common law and registered trademarks, service marks, copyrights, and other intellectual property rights, to all intellectual property included in the Product(s) ("IP").

All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your purchase of the Product(s) does not result in a transfer of any intellectual property to You. As a condition of your purchase and use of the Product(s), You agree to observe and abide by all copyright and other intellectual property protection. The Company grants You a single-use, non-exclusive, non-transferrable, revocable, royalty-free license to access and use the Product(s) for your personal or internal business use. You agree that You will not modify (except as such modification may be necessary for completing or filling out templates or forms for Your authorized use), publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Product(s), or offer any competing Product(s) or services based upon any information contained in the Product(s).

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of the IP. You agree not to delete or alter any proprietary rights or attribution notices in any of the IP. You will use the IP solely for your individual or internal business use and will make no other use of the IP without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any of the IP. The Company does not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You agree that any infringement of the Company's IP shall result in an immediate termination of the license granted in these Terms. If you make any unauthorized use of the Company's IP, your access to the Product(s) will be terminated immediately and you shall not be entitled to a refund of any portion of the purchase price.

#### **EQUITABLE RELIEF**

You acknowledge and agree that in the event of a breach or threatened violation of the Company's intellectual property rights and confidential and proprietary information by You, the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms. The Company may, without waiving any other remedies under these Terms, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the mediation referenced below. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the federal and state courts in the State of Tennessee for purposes of any such action by the Company.

#### **LIMITATION OF LIABILITY**

Except as expressly provided in these Terms, the Company makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the Product(s). In no event shall the Company be liable to You for any direct, indirect, consequential or special damages, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss

of income or revenue, loss of business, loss of profits, loss of contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. The Company's entire liability for any breach of these Terms, and Your sole remedy, shall be limited to the purchase price actually paid by You to the Company.

## **NO WARRANTIES**

WE MAKE NO WARRANTIES AS TO THE PRODUCT(S). YOU AGREE THAT THE PRODUCT(S) ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PRODUCT(S) WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE PRODUCT OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCT(S) IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

## **NON-DISPARAGEMENT**

If you are found to be slandering, libeling or otherwise disparaging the Company, Product(s), or related materials, your access to the Product(s) will be immediately revoked. The Company reserves the right to file a civil claim of action against you for any such damaging actions you take that materially harm the Company.

## **INDEMNIFICATION**

You shall indemnify and hold the Company harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Product(s) or your failure to maintain the confidentiality and/or security of your password or access rights to the Product(s). You shall provide the Company with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing the Company with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent. You recognize and agree that the Company's owners, officers, employees, shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions or representations of the Company.

## **FORCE MAJEURE**

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic or epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **CHANGES**

The Company reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Product(s). Such modifications and additional terms and conditions shall be effective immediately and incorporated into these Terms. Your continued use of the Product(s) will be deemed your acceptance of such changed terms. The changes may be listed in an area accessible to you or you may be notified by either e-mail or postal mail. If you have any questions regarding modified terms, please contact us at [rod@dignitaslearning.com](mailto:rod@dignitaslearning.com).

## **EFFECT OF HEADINGS; SEVERABILITY**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms are held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

## **ENTIRE AGREEMENT; WAIVER**

These Terms, together with the Privacy Policy and Disclaimers, constitute the entire agreement between you and the Company pertaining to the Product(s) and supersedes all prior and contemporaneous agreements, representations, and understandings between us. Any waiver by the Company of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing by the Company.

## **ALTERNATIVE DISPUTE RESOLUTION**

You agree to notify the Company of any concerns or issues regarding the Product(s), and to give the Company an opportunity to resolve those concerns or issues. If you and the Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action. You agree that your good faith participation in Mediation or other Alternative Dispute Resolution is a condition precedent to filing any civil cause of action.

## **GOVERNING LAW; JURISDICTION**

These Terms shall be construed in accordance with, and governed by, the laws of the State of Tennessee, and the courts of Tennessee shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to the Product(s) must be filed exclusively in the appropriate courts located in Coffee County, Tennessee, and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

## **ALL RIGHTS RESERVED**

All rights not expressly granted in these Terms are reserved by the Company.

## **CONTACT**

If you have any questions about any term of these Terms, please contact us at [rod@dignitaslearning.com](mailto:rod@dignitaslearning.com)