

**GLOBAL PUBLISHING, INC.**  
**STANDARD TERMS AND CONDITIONS**  
*EFFECTIVE JANUARY 18, 2018*

1. Incorporation by Reference. Student has signed one or more Purchase Orders of even date herewith which are expressly subject to these specific Standard Terms and Conditions, which are incorporated by reference into each Purchase Order. The intention of the parties is that these Standard Terms and Conditions shall be considered incorporated by reference into the Purchase Order for all purposes.
2. Definitions.
  - a. "Agreement" means, collectively, the Purchase Order and these Standard Terms and Conditions. In the event of any conflict between the Purchase Order and these Standard Terms and Conditions, the provisions of the Purchase Order shall control.
  - b. "GPI" means Global Publishing, Inc., a Florida corporation.
  - c. "Purchase Order" means, regardless of title or label, any agreement, contract, order form, or purchase order (including, without limitation, electronic or online versions of the same) which incorporates these Standard Terms and Conditions by reference.
  - d. "Student" means each individual and business entity which enters into a Purchase Order.
3. Amendment. No amendment, modification or discharge of this Agreement and no waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.
4. Assignment. The rights and duties under this Agreement may not be assigned without the express written consent of the other party, which consent may be withheld in the sole and absolute discretion of the other party. Notwithstanding the foregoing, without notice or consent from any other party, GPI may assign its rights and/or duties under this Agreement to any affiliated company or in connection with a sale or transfer of all or substantially all of its assets.
5. Business Opportunity Not Intended.
  - a. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply in any manner that a business opportunity relationship is offered or created between the parties. In connection therewith, the parties agree:
    - i. GPI conducts educational courses about successful real estate investors. GPI does not provide sales or marketing programs, GPI has not promised any sales or marketing program to Student, and Student does not expect to receive any sales or marketing program from GPI.
    - ii. GPI does not intend to sell, and Student does not intend to buy, any products, equipment, supplies or services to enable Student to start a business. GPI intends to sell, and Student intends to buy, educational courses about the methods of successful real estate investors.
    - iii. Student is not purchasing GPI's course(s) to enable Student to start a business.
    - iv. Student acknowledges that starting a previously non-existent real estate business requires significant knowledge, talent, resources, and consultation with professional advisors such as the Student's lawyer, certified public accountant, financial advisor, and real estate broker, and that GPI does not provide any of the foregoing.
    - v. GPI does not guarantee that Student will derive any income whatsoever from taking GPI's course(s), or from employing the methods described in such courses.
  - b. Should any term of this Agreement or any other communication between the parties be found to create a business opportunity relationship, then in such event GPI may, at its option, immediately terminate this Agreement.

6. Choice of Law. The validity of this Agreement, the construction of its terms and the determination of the rights and duties of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida.
7. Disclaimers.
  - a. No agent, employee, or representative of GPI has any authority to bind GPI to any affirmation, representation, or warranty concerning the course(s) sold under this Agreement, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this Agreement, it will not be enforceable.
  - b. Without limitation of the foregoing:
    - i. GPI makes absolutely no promise or guarantee of income, profit or success whatsoever.
    - ii. GPI makes absolutely no promise or guarantee that Student will ever consummate any real estate investment transaction.
    - iii. GPI makes absolutely no promise or guarantee that Student will be entitled to a refund in the event that Student does not consummate a real estate investment transaction.
8. Dispute Resolution.
  - a. Any dispute, controversy, or claim between the parties arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration in accordance with then current arbitration rules of the American Arbitration Association (the "AAA") by a sole arbitrator appointed by the parties, or if the parties cannot agree upon an arbitrator, by an arbitrator appointed by the AAA. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, to the exclusion of any provisions of state law inconsistent therewith or which would procure a different result. The place of arbitration shall be Duval County, Florida, at any location as the arbitrator directs, having due regard for the convenience of the parties, of witnesses and of the arbitrator. The arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of Florida, excluding conflict of law principles, and shall give effect to the applicable statute of limitations. The arbitrator may make final, interim, interlocutory and partial awards, and may grant any remedy or relief which the arbitrator deems just and equitable and within the scope of agreement of the parties, including, but not limited to specific performance and the awarding of attorneys' fees and costs, but the arbitrator is not empowered to award damages in excess of liquidated or actual damages, whichever is applicable, nor is the arbitrator empowered to award punitive damages. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction. The provisions of this paragraph will survive any termination, amendment or expiration of this Agreement, unless otherwise expressly agreed in writing.
  - b. Notwithstanding the foregoing, (i) class arbitration (including the presiding over any form of a representative or class proceeding); and (ii) the consolidation of claims made by more than one plaintiff, are both expressly prohibited. The parties hereby agree to arbitrate any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, solely on an individual basis.
  - c. In the event the foregoing class arbitration and consolidation prohibition is deemed invalid or unenforceable, the remaining portions of this arbitration clause will remain in full force and effect. The arbitrator shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of the foregoing prohibition.
9. Entire Agreement. This Agreement is the entire, final, complete, and fully integrated agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or communications between the parties, whether written, oral, electronic, or otherwise. The parties also intend that this complete, exclusive, and fully integrated statement of their agreement may not be supplemented or explained by any evidence of trade usage or course of dealing.
10. Intellectual Property.
  - a. In consideration of Student's full compliance with this Agreement, GPI grants to Student a perpetual, nonexclusive, non-transferable, revocable license to use the content and associated materials of the course(s) purchased for Student's real estate education.
  - b. Student may not share with or otherwise make any of GPI's courses or associated materials available to any other person or entity other than Student's spouse, children, parents, one cohabitating significant other, or one business entity in which Student holds a twenty percent (20%) or greater interest, but in such event Student shall communicate the restrictions of this Section to and shall be jointly responsible with such other person or entity for any violation of this Section.

- c. All rights with respect to GPI's courses and associated materials, whether now existing or which may hereafter come into existence, which are not expressly granted to Student herein are reserved to GPI.
- d. Student acknowledges that the purpose of GPI's courses is to educate attendees, and that it is essential to that purpose that GPI and those who attend its courses be free to use, reproduce, and create works derivative of any technique, method, form, or trade secret disclosed by attendees during GPI's courses. Therefore, Student grants GPI a perpetual, nonexclusive, worldwide license to use, reproduce, transferable, fully-paid license to use, reproduce, distribute, display, and create derivative works of any technique, method, form, or trade secret disclosed by Student to GPI.

11. LIMITATIONS OF LIABILITY; DISCLAIMER OF WARRANTIES.

- A. IT IS THE INTENT OF THE PARTIES TO PROVIDE IN THIS AGREEMENT AN EFFECTIVE DISCLAIMER OF ALL EXPRESS WARRANTIES WITH RESPECT TO THE COURSE(S) SOLD HEREUNDER. NO STATEMENT OF FACT, PROMISE, REPRESENTATION, AFFIRMATION, OR OTHER INDICATION HAS BEEN MADE WITH RESPECT TO THE QUALITY OF THE COURSE(S) OTHER THAN THOSE WHICH APPEAR IN THIS WRITTEN AGREEMENT. THE DESCRIPTION OF THE COURSE(S) CONTAINED IN THIS AGREEMENT IS THE SOLE BASIS FOR THE AGREEMENT BETWEEN THE PARTIES, AND NO STATEMENTS OR REPRESENTATIONS OTHER THAN THOSE EMBODIED HEREIN HAVE BEEN MADE OR RELIED ON. THE PARTIES AGREE THAT ANY OPINIONS OR STATEMENTS BY GPI, ITS EMPLOYEES AND/OR AGENTS, AS TO THE VALUE OR QUALITY OF THE COURSE(S) DO NOT FORM A BASIS FOR THIS AGREEMENT, AND UNLESS THE OPINIONS OR STATEMENTS ARE SPECIFICALLY EMBODIED IN THIS WRITING, THEY DO NOT, IN ANY WAY, CONSTITUTE A WARRANTY.
  - B. ALL GPI COURSES AND ASSOCIATED MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GPI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, WHETHER IMPLIED, STATUTORY, ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. STUDENT ACKNOWLEDGES THAT GPI COURSES AND ASSOCIATED MATERIALS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS, AND GPI DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF SUCH MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH GPI COURSES AND ASSOCIATED MATERIALS. STUDENT ACKNOWLEDGES THAT ANY RELIANCE ON ANY SUCH ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION SHALL BE AT STUDENT'S SOLE RISK, AND STUDENT AGREES TO HOLD GPI AND ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING OUT OF OR RELATED TO STUDENT'S RELIANCE ON ANY ADVICE, OPINION, STATEMENT, OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH GPI COURSES AND ASSOCIATED MATERIALS.
  - C. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, GPI'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT TO STUDENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY STUDENT TO GPI FOR THE PARTICULAR COURSE OR PROGRAM TO WHICH SUCH LIABILITY RELATES.
  - D. NO PARTY SHALL BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, COLLATERAL, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION OR FAILURE TO REALIZE EXPECTED SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.
12. Notice. Any notice or communication required or permitted to be given hereunder shall be delivered by hand, deposited with an overnight courier (signature required), or sent by United States Mail (certified and return receipt requested). Notices to GPI shall be addressed as follows: Global Publishing, Inc., 9799 Old St. Augustine Road, Jacksonville, Florida 32257.
13. Promotions.
- a. Student agrees that solicitation of other GPI students at GPI events is strictly prohibited, including without limitation verbal and/or written solicitation for commercial, political, and/or charitable purposes.

- b. Student hereby authorizes GPI and its affiliated companies to use the telephone number(s), email address(es), and other means of communication provided by Student to contact Student about their respective products and services. In connection therewith, Student certifies that the telephone number(s) and email address(es) Student has provided to GPI are Student's own and that Student has the authority to make the foregoing authorization.
14. Publicity. Student grants to GPI, its employees and agents, the right to photograph and/or record video and/or audio of Student at any GPI event. Student hereby irrevocably grants permission to GPI and its affiliated companies, and their successors and permitted assigns, in perpetuity, a worldwide, nonexclusive, royalty-free, fully paid up license to reproduce, display, exhibit, publish, broadcast, distribute, and otherwise use, and permit others to use, Student's name, image, nickname, initials, symbols, likeness, photograph, voice, statements, and personal success story in any and all manner and media now known or hereafter devised, for any lawful purpose, including without limitation for trade, commercial, and/or advertising purposes. Student hereby irrevocably (i) releases, discharges and waives all claims, demands, losses and liabilities of any nature against GPI and any other party that exploits the rights granted hereunder that Student had, now has, or hereafter may have, including without limitation claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (ii) agrees not to make any claims against GPI or any other party that exploits the rights granted hereunder.
15. Relationship of the Parties. The relationship of the parties hereunder shall be that of independent contractors. Neither party is intended to have, and neither of them shall represent to any other person that it has, any power, right or authority to bind the other, or to assume, or create, any obligation or responsibility, express or implied, on behalf of the other, except as expressly required by this agreement or as otherwise permitted in writing. Nothing in this Agreement shall be construed to create between the parties any agency, partnership, joint venture, employment relationship, franchise, or fiduciary relationship. Without limitation of the foregoing, Student acknowledges that neither GPI nor its employees or agents (including without limitation Ronald LeGrand) can or will serve as Student's agent, real estate broker, accountant, lawyer, or financial advisor. In connection with the foregoing acknowledgment, Student agrees to seek the professional advice of the Student's lawyer, certified public accountant, financial advisor, and real estate broker before using any method or technique described in GPI's courses.
16. Severability. If any part of this Agreement shall be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent, as expressed herein, in entering into this Agreement.
17. Survival. The sections of this Agreement which by their nature should survive the termination or expiration of this Agreement shall so survive.
18. Termination; Suspension; Remedies.
- If either party commits a breach of its obligations under this Agreement, the other party may terminate this Agreement by giving the breaching party at least ten (10) days prior notice, except that any such notice will not result in termination if the breaching party cures that breach before the ten-day period elapses.
  - If Student fails to make any payment due within fifteen (15) days of the due date, GPI may, at its option, suspend Student's access to the particular course(es) or program(s) to which the payment relates.
  - Notwithstanding the foregoing, GPI may, at its option, terminate this Agreement immediately by verbal or written notice if Student commits any of the following breaches of this Agreement:
    - Violation of Section 13.a. of this Agreement;
  - If GPI terminates this Agreement pursuant to Section 18.a. or 18.b., GPI may retain all payments made by or on behalf of Student through the date of termination, and may pursue any other remedies available at law or in equity.
  - IF STUDENT TERMINATES THIS AGREEMENT PURSUANT TO SECTION 18.a., STUDENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE A REFUND OF ALL PAYMENTS MADE BY OR ON BEHALF OF STUDENT FOR THE PARTICULAR COURSE OR PROGRAM TO WHICH THE UNDERLYING BREACH RELATES. SHOULD THIS SOLE AND EXCLUSIVE REMEDY FAIL OF ITS ESSENTIAL PURPOSE, THE PROVISIONS OF SECTIONS 10.c. AND 10.d., WHICH SECTIONS ARE EACH INTENDED AS INDEPENDENT AGREEMENTS APART FROM THE SOLE AND EXCLUSIVE REMEDY HEREIN, SHALL CONTINUE IN FULL FORCE AND EFFECT.
19. Third Party Beneficiaries. Nothing in this Agreement shall confer any rights upon any person or entity other than the parties hereto and their respective heirs, successors and permitted assigns.