

INNERGY, LLC
d/b/a MACIE RENAE COACHING

THE EQUIPPED SOCIETY®

COACHING, MEMBERSHIP & LIFETIME ACCESS AGREEMENT

TERMS & CONDITIONS

Effective Date: _____

IMPORTANT NOTICE

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE
PURCHASING ACCESS TO THE EQUIPPED SOCIETY®.**

This Agreement contains important provisions regarding payment obligations, automatic renewal for Monthly Membership, cancellation, access to program content, intellectual property, confidentiality, limitations of liability, program modifications, termination, and dispute-related rights.

By completing checkout, affirmatively checking the box indicating acceptance of these Terms & Conditions, and submitting payment, you acknowledge that you have read, understood, and agreed to be legally bound by this Agreement.

1. PARTIES & AGREEMENT

This Coaching, Membership & Lifetime Access Agreement (“Agreement”) is entered into between:

INNERGY, LLC d/b/a Macie Renae Coaching, including its owner, agents, contractors, representatives, and authorized personnel (collectively, “Company,” “Coach,” “we,” “us,” or “our”),

and the individual purchasing access to The EQuipped Society® (“Client,” “Member,” “Participant,” “you,” or “your”).

The Company agrees to provide the Client with access to The EQuipped Society® subject to the enrollment option selected by the Client and the terms and conditions contained in this Agreement.

This Agreement becomes effective upon the Client’s completion of purchase and affirmative acceptance of these Terms & Conditions through the applicable checkout process, including MoonClerk or another payment platform designated by the Company.

2. THE EQUIPPED SOCIETY®

The EQuipped Society® is a coaching and educational program focused on mindset, emotional intelligence, self-growth, self-discovery, effective leadership, personal development, and coaching models designed to facilitate deeper thought work and personal development in a group-program environment.

The EQuipped Society® may include, depending upon the Client’s enrollment option and the program offerings available during the Client’s period of access:

- self-paced online educational modules;
- recorded educational and coaching content;
- exercises and educational materials;
- a private online community;
- live group coaching;
- recorded live coaching replays;
- emotional-intelligence education;
- special teaching themes;
- focused educational sessions;
- guest teachers, guest coaches, or other professionals;
- EQ-i 2.0 assessments, when purchased or included pursuant to the terms of this Agreement;
- program resources and materials;
- other educational or coaching experiences determined by the Coach.

The specific features, schedule, format, platform, and delivery method of the program may evolve over time as described in this Agreement.

3. NATURE OF THE COACHING RELATIONSHIP

Coaching is a partnership, defined as an alliance and not a legal business partnership, between Coach and Client in a thought-provoking and creative process intended to inspire the Client to maximize personal and professional potential.

The Client acknowledges and agrees that The EQuipped Society® is primarily delivered in a group coaching and educational environment.

The coaching relationship does not create an employment relationship, agency relationship, fiduciary relationship, joint venture, partnership, or other legal relationship between the Client and Company other than the contractual relationship expressly established by this Agreement.

4. COACHING IS NOT THERAPY OR PROFESSIONAL ADVICE

The services provided by the Coach may constitute coaching, tele-coaching, education, facilitation, or related services as designed and delivered through The EQuipped Society®.

Coaching is not therapy, psychotherapy, counseling, medical treatment, diagnosis, legal advice, financial advice, or other professional advice.

Coaching does not prevent, cure, diagnose, or treat any mental disorder, medical condition, disease, or other health condition.

The Client is solely responsible for their physical, mental, emotional, and financial well-being and for all decisions, choices, actions, omissions, and results arising from or following their participation in the program.

The Client understands that the Coach does not control the Client's decisions, actions, circumstances, implementation, or results.

The Client agrees to seek independent professional guidance from an appropriately licensed professional when legal, medical, mental-health, financial, or other professional guidance is necessary or appropriate.

If the Client is currently receiving care from a mental-health professional, the Coach may recommend that the Client inform that provider of their participation in coaching.

The Coach may, in her discretion, require the Client to obtain appropriate professional clearance or discontinue participation where the Coach reasonably determines that coaching is not appropriate for the Client's circumstances.

5. CLIENT RESPONSIBILITIES

The Client agrees to:

1. communicate honestly and openly;
2. remain reasonably receptive to feedback and assistance;
3. create sufficient time and energy to participate in the program;
4. take responsibility for their own decisions and actions;
5. maintain appropriate boundaries with other members;
6. protect the confidentiality of other participants;
7. comply with this Agreement;
8. comply with reasonable community guidelines communicated by the Company;
9. use program materials only for authorized purposes; and
10. refrain from conduct that interferes with the experience, safety, privacy, or participation of other members.

The Client acknowledges that their level of participation and implementation may affect the results they experience.

No particular outcome is promised or guaranteed.

6. PROGRAM CONTENT & DELIVERY

The EQuipped Society® is a self-paced educational and coaching program.

The Client may access available educational content in an order and at a pace determined by the Client unless the Company expressly communicates otherwise.

There is no guarantee that the Client will complete any particular module or portion of the program.

The Company may periodically update, revise, reorganize, replace, expand, or otherwise modify educational content in order to improve the program or provide updated teachings.

The Company may also use live coaching sessions to provide supplemental teaching while educational modules are being updated or revised.

Such supplemental teaching is part of the educational and coaching experience and does not create a guarantee that a particular topic, module, lesson, or teaching will be presented during any particular session.

7. LIVE GROUP COACHING

The Company currently intends to provide live group coaching opportunities on a weekly basis, generally on Mondays at the time communicated to active Members.

The current operational schedule is:

Monday

8:00 p.m. Eastern

7:00 p.m. Central

6:00 p.m. Mountain

5:00 p.m. Pacific

The Company may change the day, time, frequency, platform, format, duration, or facilitator of live coaching as reasonably determined by the Coach.

The schedule communicated through email, the Client portal, the private online community, or another Company-designated communication method constitutes the current operational schedule.

The Client acknowledges that a scheduled weekly coaching day does not constitute a guarantee that a live call will occur every single week indefinitely.

8. LIVE COACHING FORMAT

Live sessions may include, in the Coach's discretion:

- emotional-intelligence teaching;
- educational instruction;
- open group coaching;
- coaching questions submitted or raised by Members during the session;
- demonstrations;
- exercises;
- group discussion;
- focused teaching themes;
- guest teaching;

- substitute coaching;
- a combination of teaching and coaching; or
- other educational or coaching formats determined appropriate by the Coach.

The Coach may determine the format of each session based upon the current needs of the membership, the development of the program, and other business or scheduling considerations.

The Company does not guarantee that every live session will consist of open coaching.

The Company may use live sessions for educational teaching, including teaching that supplements or updates existing portal content.

9. LIVE COACHING DURATION

Live coaching sessions are generally scheduled for approximately sixty (60) minutes.

Sixty (60) minutes is not a guaranteed minimum duration.

A session may end before sixty (60) minutes when there are no remaining coaching requests, questions, or other matters requiring group coaching attention.

The Coach is not required to remain on a live coaching call solely for the purpose of reaching a sixty-minute duration if no Client is requesting or actively participating in coaching.

10. TEN-MINUTE ATTENDANCE RULE

If no Client is present in the scheduled live coaching session within the first ten (10) minutes after the scheduled start time, the Coach may conclude the session for that week.

No replacement or make-up coaching session will be required solely because no Client attended the scheduled session.

The Coach may, in her discretion, remain available beyond ten minutes or provide another session; however, doing so on any particular occasion does not establish a contractual obligation to do so in the future.

11. LIVE COACHING CANCELLATIONS, BREAKS & SUBSTITUTIONS

The Coach may cancel, reschedule, postpone, modify, or replace an individual live coaching session for reasons including, without limitation:

- illness;
- travel;
- personal circumstances;
- emergencies;
- holidays;
- scheduling conflicts;
- technology issues;
- business considerations;
- availability of the Coach;
- insufficient participation;
- platform failures; or
- other circumstances reasonably determined by the Company.

When reasonably practicable, the Company will notify Members of cancellations or schedule changes through email, the private online community, the Client portal, or another designated communication method.

The Client acknowledges that the Coach does not guarantee that Macie Renae personally will conduct every live coaching session.

The Company may use a substitute coach, guest coach, guest teacher, facilitator, or other qualified individual.

12. FUTURE MODIFICATION OR DISCONTINUATION OF LIVE COACHING

The Client acknowledges that the Company currently intends to provide live coaching as a component of The EQuipped Society® but that the Company reserves the right to modify, reduce, suspend, replace, or discontinue live coaching in the future.

The Company may transition from:

- weekly live coaching to a different frequency;
- open coaching to educational teaching;
- Coach-led sessions to guest or substitute-led sessions;
- live sessions to recorded educational content;
- live coaching to another delivery format; or
- live coaching to another reasonable program structure.

The Client acknowledges that **neither Lifetime Access nor Monthly Membership constitutes a perpetual guarantee of weekly live coaching.**

Lifetime Access primarily concerns ongoing access to the digital content library and designated lifetime-access materials, subject to this Agreement.

13. MEMBER PARTICIPATION DURING LIVE CALLS

Participation in live coaching is optional.

Members are encouraged to arrive prepared with a question, challenge, situation, goal, decision, or other matter they would like to explore through coaching.

Members are expected to:

- arrive on time when seeking coaching;
- participate from a reasonably distraction-free environment;
- remain muted when not speaking or being coached;
- maintain reasonable audio quality;
- maintain a reasonably reliable internet connection;
- remain attentive and present;
- respect other Members' coaching time;
- maintain confidentiality; and
- conduct themselves respectfully.

These standards are intended to preserve the quality, privacy, safety, and integrity of the group coaching environment.

14. RECORDING OF LIVE SESSIONS

Live coaching and teaching sessions may be recorded and archived.

When recordings are made available, they may be uploaded to the Client portal or another platform selected by the Company.

The Client understands that participation in a recorded group session may result in the Client's voice, image, questions, comments, or other participation being captured in the recording.

The Company determines which sessions are recorded and which recordings are made available.

The Company does not guarantee that every live session will be recorded.

The Company does not guarantee that every individual recording will remain available indefinitely.

For Lifetime Access Members, lifetime access does not guarantee perpetual availability of every individual recording, guest session, community post, third-party resource, or live session replay.

15. SPECIAL TEACHING THEMES & GUEST TEACHERS

The Company may periodically offer special teaching themes, focused educational sessions, guest teaching, guest coaching, workshops, or other supplemental educational experiences within The EQuipped Society®.

The timing, subject matter, frequency, format, and availability of such offerings are determined solely by the Company.

No particular number or frequency of special teaching themes or guest teachers is guaranteed.

The Company may add, modify, replace, postpone, or discontinue such offerings at any time.

The use of a guest teacher, substitute coach, facilitator, or other professional does not create an obligation for that individual to provide future services.

16. ONLINE PORTAL ACCESS

Following successful enrollment and payment, the Company will generally provide the Client with instructions for accessing the online portal within approximately twenty-four (24) hours.

Portal access may be delayed by technical issues, payment-processing issues, incorrect or incomplete Client information, email filtering, spam/junk-folder placement, platform issues, or circumstances outside the Company's reasonable control.

The Client is responsible for maintaining the confidentiality of all login credentials.

Portal credentials are personal to the Client and may not be shared with another person.

The Client shall immediately notify the Company if they believe their credentials have been compromised.

17. PRIVATE ONLINE COMMUNITY

The EQuipped Society® may include access to a private online community, currently operated through a third-party platform such as Facebook/Meta or another platform designated by the Company.

The Company does not guarantee the continued availability of any particular third-party platform.

The Company may move the private community to another platform when reasonably necessary.

The Client's access to the private community is subject to the rules of the third-party platform as well as this Agreement.

18. PROGRAM COMMUNICATIONS

The Company may provide operational information, reminders, schedules, announcements, community guidelines, coaching-call details, portal instructions, and other program communications through:

- email;
- the online portal;
- the private online community;
- text or other communication methods when expressly authorized;
- or another communication method designated by the Company.

Program communications may provide additional operational details regarding the current delivery of the program, including coaching schedules, session formats, technology instructions, and temporary changes.

Such communications supplement, but do not replace, this Agreement.

In the event of a conflict between an informal program communication and this Agreement, this Agreement shall control unless the Company expressly states in writing that the communication is intended to modify a specific contractual provision.

19. CONFIDENTIALITY

The coaching relationship and information shared by the Client with the Coach as part of that relationship are intended to be treated confidentially in accordance with applicable professional coaching standards.

The Client understands, however, that coaching does not create a legally privileged relationship equivalent to the attorney-client, physician-patient, or other legally privileged relationships.

The Coach agrees not to intentionally disclose confidential information pertaining to the Client without the Client's written consent except as permitted or required by law.

The Coach will not use the Client's name as a testimonial or reference without the Client's consent.

Confidential information does not include information that:

- a. was already in the Coach's possession before disclosure by the Client;
- b. is generally known to the public or within the Client's industry;
- c. is obtained by the Coach from a third party without breach of an obligation of confidentiality;
- d. is independently developed by the Coach without use of or reference to the Client's confidential information; or
- e. the Coach is required or permitted by law, court order, subpoena, or legal process to disclose.

Consistent with professional coaching practices, information may be discussed anonymously and hypothetically with other coaching professionals for purposes including training, supervision, mentoring, evaluation, consultation, and professional development.

20. MEMBER-TO-MEMBER CONFIDENTIALITY

The Client agrees not to disclose, reproduce, share, publish, transmit, or otherwise distribute confidential or private information disclosed by another participant within The EQuipped Society®.

This includes information shared within:

- the private online community;
- live coaching sessions;
- recorded coaching sessions;
- group discussions;
- educational discussions; and
- other private program environments.

The Client understands that protecting the privacy of other Members is an essential condition of participation.

A Client who violates these confidentiality requirements may have their access to The EQuipped Society® terminated without refund.

The Company may also pursue any other remedies available under applicable law.

21. THIRD-PARTY GROUPS

The Client acknowledges that current or former Members may independently create groups, communities, conversations, or other spaces that are not officially operated, controlled, or endorsed by the Company (“Third-Party Groups”).

The Company does not endorse the formation of Third-Party Groups and is not responsible for any information, communications, products, services, advice, materials, conduct, or interactions occurring within such groups.

Information shared within Third-Party Groups is not subject to the confidentiality obligations imposed upon the Company under this Agreement.

Participation in any Third-Party Group is undertaken solely at the Client’s own risk.

The Company shall not be liable for the conduct or content of any Third-Party Group.

22. ENROLLMENT OPTIONS & FEES

The EQuipped Society® is currently offered through two separate enrollment options:

OPTION A — LIFETIME ACCESS

\$3,000.00 one-time payment, plus applicable taxes.

OPTION B — MONTHLY MEMBERSHIP

\$197.00 per month, plus applicable taxes, recurring until canceled or otherwise terminated pursuant to this Agreement.

The Company currently intends to maintain **two separate checkout options** for these enrollment choices.

The Client shall be bound by the payment terms associated with the option selected at checkout.

23. LIFETIME ACCESS: \$3,000 PURCHASE

The \$3,000 Lifetime Access option is a one-time purchase.

The Client will not be charged recurring membership fees in connection with the Lifetime Access purchase.

Upon successful payment, the Client receives a lifetime, non-transferable license to access the EQuipped Society® digital content library and other materials expressly designated by the Company as lifetime-access materials.

Lifetime Access is subject to all terms and limitations contained in this Agreement.

24. WHAT “LIFETIME ACCESS” MEANS

For purposes of this Agreement, “Lifetime Access” means access for the duration of the program’s commercially reasonable operation and availability, subject to the provisions of this Agreement.

Lifetime Access does **not** mean that every component of the program will remain unchanged forever.

Lifetime Access does not guarantee:

- weekly live coaching forever;
- that Macie Renae will personally conduct every future coaching call;
- a particular number of live coaching sessions;
- continued operation of any particular third-party platform;
- continued operation of any particular community;
- indefinite availability of every individual recording;
- participation of any particular guest teacher;
- continued availability of any particular bonus;
- continued availability of third-party materials;
- a particular future coaching schedule;
- a particular future program structure; or
- that the program will never be updated, reorganized, modified, replaced, or otherwise changed.

The Company will make reasonable efforts to maintain access to the Lifetime Access digital content library through a reasonable delivery method.

If a particular platform becomes unavailable, discontinued, materially changed, or unsuitable, the Company may migrate the digital content library to another reasonable platform or delivery method.

25. LIFETIME ACCESS IS NOT TRANSFERABLE

Lifetime Access is personal to the original purchaser.

The Client may not sell, assign, transfer, gift, sublicense, share, or otherwise transfer Lifetime Access to another individual without prior written authorization from the Company.

Login credentials may not be shared.

26. MONTHLY MEMBERSHIP: \$197 PER MONTH

The Monthly Membership is a recurring month-to-month membership.

The membership fee is:

\$197.00 per billing period, plus applicable taxes.

The Monthly Membership automatically renews every thirty (30) days unless canceled or terminated in accordance with this Agreement.

The Client authorizes the payment method provided at checkout to be charged the applicable recurring membership fee for each billing period.

The Monthly Membership has no required minimum number of months unless expressly stated at checkout.

27. MONTHLY MEMBERSHIP IS NOT A PAYMENT PLAN

The Client expressly acknowledges that the \$197 Monthly Membership is **not a payment plan toward the \$3,000 Lifetime Access option.**

The Monthly Membership provides access to the EQuipped Society® experience during the period in which the Client maintains an active membership in good standing.

Monthly payments do not accumulate toward the \$3,000 Lifetime Access purchase.

Even if the total amount paid through Monthly Membership eventually equals or exceeds \$3,000, the Client does not thereby acquire Lifetime Access.

If the Client desires Lifetime Access, the Client must separately purchase the \$3,000 Lifetime Access option at the price and terms then offered by the Company, unless otherwise expressly agreed in writing.

28. MONTHLY MEMBERSHIP ACCESS

While the Monthly Membership remains active and all required payments are current, the Client may receive access to:

- the online portal;
- available educational content;
- live coaching opportunities;
- available live coaching recordings;
- the private online community;
- applicable resources;
- special teaching themes;
- guest teaching opportunities; and
- other membership benefits designated by the Company.

Monthly Membership grants only a limited, personal, non-exclusive, non-transferable, revocable license to access applicable membership materials while the membership remains active and in good standing.

The Client acquires no ownership interest in any program materials, recordings, educational content, coaching content, worksheets, resources, intellectual property, or other materials made available through the membership.

29. CANCELLATION OF MONTHLY MEMBERSHIP

The Client may cancel the Monthly Membership at any time using the cancellation method made available by the Company.

The Company shall provide a reasonable and legally compliant cancellation mechanism.

If the Client enrolled online, the Company will provide an online method for terminating the recurring membership consistent with applicable law.

Cancellation prevents future recurring charges.

Cancellation does not retroactively cancel charges already incurred.

Unless otherwise required by applicable law or expressly approved in writing by the Company, the Client will retain access through the end of the current paid billing period.

No partial-month refund or prorated refund will be provided solely because the Client cancels before the end of a paid billing period.

30. AUTOMATIC RENEWAL AUTHORIZATION

By selecting the Monthly Membership option, providing a valid payment method, and affirmatively accepting the applicable recurring-payment disclosure and these Terms & Conditions, the Client expressly authorizes the Company or its payment processor to charge the Client **\$197.00 plus applicable taxes on a recurring thirty-day basis until the membership is canceled or otherwise terminated.**

The Client acknowledges that the membership continues automatically unless the Client affirmatively cancels.

The Client acknowledges that the recurring payment terms, amount, frequency, and cancellation procedure are material terms of the purchase.

The Company will provide the Client with a confirmation or acknowledgment containing applicable recurring-payment terms and cancellation information in a manner capable of being retained by the Client.

31. MEMBERSHIP PRICING & FUTURE RE-ENROLLMENT

The \$197 Monthly Membership rate is the rate applicable to the Client at the time of enrollment unless otherwise expressly stated.

The Company reserves the right to establish different membership pricing for future Members.

If a Client cancels, allows the membership to lapse, fails to maintain payment, or otherwise ceases active membership, any previously applicable rate protection or grandfathered pricing may be forfeited.

If the Client later seeks to re-enroll, re-enrollment will be subject to the pricing, terms, features, and availability then in effect.

Nothing in this section prevents the Company from providing a promotional price or special offer to a Client in its discretion.

32. MATERIAL CHANGES TO RECURRING MEMBERSHIP

The Company may modify the terms, features, pricing, schedule, or structure of the Monthly Membership as permitted by applicable law.

If a material change affects an active recurring membership in a manner requiring notice under applicable law, the Company will provide the required notice and applicable cancellation information.

Where required by law, the Client will have an opportunity to cancel before the material change becomes effective.

The Company will not rely upon a contractual provision to impose a material recurring charge or term change in a manner prohibited by applicable law.

33. PAYMENT FAILURE

If a Monthly Membership payment is declined, reversed, disputed, refunded, charged back, or otherwise fails to process successfully, the Company may suspend access to membership benefits.

The Company may attempt to process the payment again through the payment method authorized by the Client where permitted by applicable law and payment-processor rules.

If payment issues remain unresolved, the Company may terminate the membership.

Access may be restored after outstanding amounts and payment issues have been resolved.

34. CHARGEBACKS & PAYMENT DISPUTES

The Client agrees not to initiate a fraudulent or improper chargeback in an attempt to circumvent this Agreement, the Company's cancellation procedure, or valid payment obligations.

If the Client believes a charge was made improperly or in error, the Client is encouraged to contact the Company and provide the Company a reasonable opportunity to investigate and resolve the issue.

Nothing in this section limits any rights the Client may have under applicable law.

35. REFUND POLICY

Except where otherwise expressly stated in this Agreement or required by applicable law, payments for The EQuipped Society® are non-refundable.

For Lifetime Access:

The \$3,000 purchase is a one-time purchase and is non-refundable except where otherwise required by applicable law or expressly approved in writing by the Company.

For Monthly Membership:

Cancellation prevents future billing but does not automatically result in a refund of the current paid billing period.

No partial, prorated, or unused-time refunds will be issued except where required by applicable law.

The following circumstances do not independently create a refund right:

- failure to watch content;
 - failure to complete modules;
 - inability to attend live calls;
 - scheduling conflicts;
 - time-zone differences;
 - failure to participate;
 - dissatisfaction with personal progress;
 - dissatisfaction with results;
 - decision not to use the program;
 - failure to request coaching; or
 - failure to schedule an included EQ review session.
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36. EQ-i 2.0 EMOTIONAL INTELLIGENCE ASSESSMENT

The EQ-i 2.0 Emotional Intelligence Assessment is an assessment instrument subject to applicable licensing, administration, and proprietary rights.

The Company does not own the underlying proprietary assessment instrument or its intellectual-property rights except to the extent separately licensed or owned.

The Client receives no ownership interest in the assessment instrument, scoring methodology, proprietary assessment materials, or related intellectual property.

The Client may not reproduce, distribute, copy, sell, share, or otherwise misuse proprietary assessment materials.

37. INITIAL EQ-i 2.0 ASSESSMENT: LIFETIME ACCESS

The **initial EQ-i 2.0 assessment is included with the \$3,000 Lifetime Access enrollment** at no additional charge, subject to assessment availability and applicable licensing requirements.

The initial assessment includes the applicable assessment licensing and administration.

The initial assessment also includes **one optional thirty (30) minute private 1:1 session with the Coach to review the Client's assessment results.**

The private review session is optional.

The Client must affirmatively request the review session.

Upon request, the Company will provide a Calendly or comparable scheduling link through which the Client may select an available thirty-minute appointment.

The session is subject to the Coach's scheduling availability.

The Client is responsible for requesting and scheduling the session.

38. FUTURE EQ-i 2.0 ASSESSMENTS: LIFETIME ACCESS

The Client's initial EQ-i 2.0 assessment does not constitute the Client's only assessment opportunity during Lifetime Access.

After the initial assessment, a Lifetime Access Client may request another EQ-i 2.0 assessment once at least **three hundred sixty-five (365) days** have elapsed since the Client's previous assessment.

Future assessments are not automatically provided.

Each additional assessment must be separately requested and approved by the Company.

Future assessments are subject to the assessment price in effect at the time the assessment is requested and purchased.

The Client is not guaranteed the current assessment price for future assessments.

39. EQ-i 2.0 ASSESSMENT PRICING FOR FUTURE LIFETIME ASSESSMENTS

Any EQ-i 2.0 assessment requested by a Lifetime Access Client after the initial included assessment will be subject to the assessment fee then in effect.

The applicable fee may be increased, decreased, or otherwise changed by the Company.

The fee applicable at the time of purchase will govern that assessment.

Unless otherwise expressly stated at the time of purchase, the assessment fee will include:

1. the applicable assessment;
 2. applicable licensing and administration; and
 3. one optional thirty (30) minute private 1:1 assessment-review session with the Coach.
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40. EQ-i 2.0 ASSESSMENT: MONTHLY MEMBERS

The EQ-i 2.0 assessment is **not included in the \$197 Monthly Membership**.

A Monthly Member may purchase an EQ-i 2.0 assessment separately as an optional add-on.

The current assessment fee for Monthly Members is:

\$125.00 plus applicable taxes, if any.

The assessment fee currently includes:

- the EQ-i 2.0 assessment;
- applicable assessment licensing;
- administration of the assessment; and
- one optional thirty (30) minute private 1:1 session with the Coach to review the assessment results.

The assessment add-on does not create Lifetime Access.

The assessment add-on does not convert a Monthly Membership into Lifetime Access.

The assessment add-on does not alter the Client's \$197 recurring membership obligation.

41. ASSESSMENT REVIEW SESSION

The thirty (30) minute private session included with an EQ-i 2.0 assessment is intended to review and discuss the Client's assessment results.

The session does not constitute unlimited private coaching.

The session does not create an ongoing private coaching relationship.

The Client must request the review session.

Upon request, the Coach will provide a Calendly or comparable scheduling link through which the Client may select an available appointment.

The session is subject to the Coach's availability.

If the Client does not request or schedule the included review session, the Client shall not be entitled to a refund, credit, or monetary compensation for the unused session.

Additional private coaching, assessment interpretation, debriefing, or other services may be offered separately at the Coach's discretion and may require additional fees.

42. EQ-i 2.0 ASSESSMENT FREQUENCY

EQ-i 2.0 assessments are generally available to an individual Client no more frequently than **once every 365 days**.

A minimum of **365 days should elapse between assessments for the same Client**.

This frequency applies regardless of whether the Client is enrolled through Lifetime Access or Monthly Membership.

The Coach may, in her sole discretion and where permitted by applicable assessment requirements, authorize an assessment before the 365-day period has elapsed.

Any such exception is discretionary and does not create an entitlement, precedent, or expectation that another exception will be granted.

The Coach may consider the timing of the prior assessment, assessment-provider requirements, the Client's circumstances, and other relevant factors when determining whether to permit an exception.

43. EQ-i 2.0 ASSESSMENT FEES & REFUNDS

Assessment fees are non-refundable once the assessment invitation has been issued or the assessment has been completed, whichever occurs first, except where otherwise required by applicable law.

Completion of an EQ-i 2.0 assessment does not extend, suspend, replace, modify, or otherwise alter a Monthly Membership obligation.

An assessment does not create ownership rights in the proprietary assessment instrument or related materials.

44. NO GUARANTEE OF EQ-i 2.0 RESULTS

The Company does not guarantee any particular EQ-i 2.0 score, increase in score, improvement in any particular emotional-intelligence category, personal outcome, professional outcome, relationship outcome, leadership outcome, or other result from participation in the program or completion of an EQ-i 2.0 assessment.

Educational content may be designed to help Clients develop emotional-intelligence knowledge and skills; however, individual results depend upon numerous factors outside the Company's control.

45. PROGRAM MODIFICATIONS

The Company reserves the right to modify, replace, update, remove, reschedule, suspend, or discontinue individual components of The EQuipped Society®.

Such components may include:

- educational modules;
- recorded content;
- live coaching;
- coaching schedules;
- coaching platforms;
- community platforms;
- special teaching themes;
- guest teachers;
- substitute coaches;
- worksheets;
- resources;
- bonuses;
- technology platforms;
- portal organization;
- delivery methods; and
- other program features.

The Client acknowledges that the program may evolve over time.

Modification of a program component does not automatically entitle the Client to a refund.

46. DISCONTINUATION OF THE MONTHLY MEMBERSHIP

The Company reserves the right to modify, suspend, discontinue, or terminate the Monthly Membership offering, subject to applicable law.

If the Company discontinues the Monthly Membership for existing Members, future recurring billing obligations will cease and the Company will provide applicable notice regarding the termination of access.

The Company does not guarantee that the Monthly Membership will remain available indefinitely.

47. PROGRAM SUSPENSION OR CLOSURE

The Company reserves the right to suspend, modify, discontinue, or close The EQuipped Society® if circumstances make continued operation commercially impractical, technologically impossible, legally problematic, or otherwise inappropriate.

In the event of discontinuation, the Company will make commercially reasonable efforts to provide applicable notice and, where reasonably practicable, preserve Lifetime Access to the digital content library through a reasonable replacement delivery method.

The Company does not guarantee the continued operation of any third-party technology platform.

48. COMPANY RIGHT TO TERMINATE PARTICIPATION

The Company reserves the right to suspend or terminate a Client's participation in The EQuipped Society® if the Client:

- materially breaches this Agreement;

- violates confidentiality requirements;
- improperly uses intellectual property;
- shares login credentials;
- distributes program materials without authorization;
- engages in harassment;
- engages in bullying or cyberbullying;
- engages in threatening or abusive conduct;
- engages in unlawful conduct;
- engages in defamatory conduct;
- materially disrupts the program or community;
- creates a safety concern;
- violates reasonable community standards;
- materially interferes with other Members' participation;
- engages in unauthorized commercial use of program materials;
- engages in conduct that creates a material conflict of interest; or
- otherwise materially breaches this Agreement.

Termination for breach may occur without refund, to the extent permitted by applicable law.

49. CLIENT CONDUCT

The Company reserves the right to remove a Client from The EQuipped Society® for violation of this Agreement or reasonable community standards.

Examples include, without limitation:

- harassment;
 - abuse;
 - threats;
 - cyberbullying;
 - discrimination;
 - disruptive conduct;
 - unauthorized solicitation;
 - misuse of Company intellectual property;
 - sharing confidential information;
 - recording sessions without authorization;
 - distributing program materials;
 - impersonating the Coach;
 - unauthorized commercial use of program content; or
 - other conduct that materially threatens the integrity, safety, privacy, or operation of the program.
-

50. NON-SOLICITATION

To the extent permitted by applicable law, the Client agrees not to knowingly and directly solicit, induce, or attempt to induce any current or former client, employee, agent, independent contractor, or other personnel of the Company to terminate or materially alter their relationship with the Company for the purpose of interfering with the Company's business relationships.

This provision shall not be interpreted more broadly than permitted by applicable law.

51. AFFILIATE & REFERRAL PROGRAM

The Company may, in its discretion, establish an affiliate, referral, ambassador, or similar program through which eligible individuals may receive compensation or other benefits for qualifying referrals to The EQuipped Society® or other Company programs, products, or services.

Participation in any affiliate or referral program is not automatically included with membership in The EQuipped Society® and is not a benefit or right of Lifetime Access or Monthly Membership.

No Client is entitled to a commission, referral fee, credit, compensation, or other payment solely because the Client recommends, refers, or introduces another individual to the Company unless the Client has been expressly approved to participate in an applicable affiliate or referral program and has agreed to the separate terms governing that program.

The Company may establish or modify affiliate eligibility requirements, commission structures, qualifying purchases, payment procedures, referral-tracking methods, promotional requirements, and other program terms in its discretion.

Any Client participating as an approved affiliate or referral partner must comply with the applicable affiliate or referral agreement, advertising and disclosure requirements, Company brand and intellectual-property guidelines, and applicable law.

The Company reserves the right to modify, suspend, or discontinue any affiliate or referral program as permitted by the applicable affiliate or referral agreement and applicable law.

52. INTELLECTUAL PROPERTY

All services, program materials, educational content, coaching frameworks, exercises, worksheets, templates, recorded sessions, videos, written materials, graphics, designs, emails, communications, educational models, coaching models, resources, and other content created, curated, developed, licensed, or provided by the Company in connection with The EQuipped

Society® (“Intellectual Property”) are owned by or licensed to the Company and are protected by applicable intellectual-property laws.

The Client receives only a limited, personal, non-exclusive, non-transferable license to access and use the Intellectual Property for the Client’s own personal educational purposes and in accordance with this Agreement.

The Client does not receive ownership of any Intellectual Property.

53. PROHIBITED USE OF INTELLECTUAL PROPERTY

Without prior written authorization from the Company, the Client may not:

- copy;
- reproduce;
- modify;
- adapt;
- republish;
- upload;
- post;
- transmit;
- distribute;
- sell;
- sublicense;
- share;
- trade;
- reprint;
- translate;
- create derivative works from;
- teach;
- commercialize;
- exploit; or
- otherwise use

the Company’s Intellectual Property in whole or in part for unauthorized purposes.

The Client may not use the Intellectual Property for the purpose of creating, developing, marketing, selling, or delivering a competing program, course, membership, coaching program, educational product, training, or other commercial offering without prior written authorization.

The Client may not represent themselves as the creator of the Company’s Intellectual Property.

54. RECORDING & REPRODUCTION PROHIBITION

The Client may not independently record, reproduce, distribute, publish, or commercially exploit live coaching sessions or educational sessions without prior written authorization from the Company.

The Client may not distribute recordings or screenshots of live coaching sessions to individuals who are not authorized Members.

55. NO SHARING OF ACCESS

The Client may not share:

- portal login credentials;
- membership access;
- Lifetime Access;
- Monthly Membership access;
- assessment invitations;
- private community access; or
- other access credentials

with another person.

Access is personal to the individual purchaser.

Unauthorized sharing may result in immediate suspension or termination without refund.

56. NO GUARANTEE OF RESULTS

The Company makes no guarantee, warranty, promise, or representation regarding any particular result from participation in The EQuipped Society®.

Results vary based upon individual circumstances and numerous factors, including participation, implementation, effort, decisions, personal circumstances, external circumstances, and factors outside the Company's control.

Testimonials, examples, case studies, or statements regarding another person's results do not constitute guarantees of future results.

57. TECHNOLOGY & THIRD-PARTY SERVICES

The Company may use third-party providers including, without limitation:

- MoonClerk;
- Zoom;
- Facebook/Meta;
- online course or portal platforms;
- Calendly or other scheduling services;
- email providers;
- hosting providers;
- payment processors; and
- other technology services.

The Company does not guarantee uninterrupted operation of third-party services.

The Company shall not be responsible for third-party outages, technical failures, security incidents, platform changes, service interruptions, or discontinuation outside the Company's reasonable control.

The Company may change third-party providers when reasonably necessary.

58. LIMITATION OF LIABILITY

Except as expressly provided in this Agreement, the Company makes no guarantees or warranties, express or implied, regarding The EQuipped Society® or any services provided.

To the maximum extent permitted by applicable law, the Company shall not be liable for consequential, incidental, special, indirect, exemplary, or punitive damages arising from or related to the Client's participation in The EQuipped Society®.

To the maximum extent permitted by applicable law, the Company's total aggregate liability arising from or relating to this Agreement or the Client's participation in The EQuipped Society® shall be limited to the amount actually paid by the Client to the Company for the applicable services giving rise to the claim.

Nothing in this Agreement shall exclude or limit liability that cannot lawfully be excluded or limited.

59. CLIENT ASSUMPTION OF RESPONSIBILITY

The Client acknowledges that participation in coaching and educational services involves personal decision-making and personal responsibility.

The Client assumes responsibility for evaluating information provided through the program and determining whether and how to implement that information.

The Client agrees that the Coach is not responsible for decisions made or actions taken by the Client.

60. ELECTRONIC ACCEPTANCE

The Client agrees that this Agreement may be accepted electronically through MoonClerk, the Company's website, or another electronic checkout system.

By checking the box stating that the Client accepts the Terms & Conditions and completing payment, the Client's electronic acceptance constitutes the Client's electronic signature and legally binding agreement to this Agreement.

The Client acknowledges that they have had an opportunity to review these Terms & Conditions before purchasing.

61. ELECTRONIC RECORDS & COMMUNICATIONS

The Client consents to receiving receipts, acknowledgments, notices, program communications, cancellation information, and other communications electronically.

The Client is responsible for maintaining an accurate and current email address.

The Company is not responsible for communications that are prevented from reaching the Client because of incorrect contact information, spam filters, email provider restrictions, or similar circumstances outside the Company's reasonable control.

62. AUTOMATIC-RENEWAL ACKNOWLEDGMENT

A Client selecting the \$197 Monthly Membership specifically acknowledges:

I understand that I am purchasing a month-to-month membership at \$197.00 per billing period, plus applicable taxes. I understand that my membership automatically renews every thirty (30) days until I cancel. I understand that I am not purchasing a payment plan toward Lifetime Access. I understand that I may cancel my membership using the cancellation method provided by INNERGY, LLC d/b/a Macie Renae Coaching. I understand that cancellation prevents future recurring charges but does not automatically refund amounts already paid. I understand that access to Monthly Membership benefits ends when my paid membership period ends, subject to applicable law and the terms of the Agreement.

This acknowledgment should also appear **directly adjacent to the recurring-payment checkbox/button on the MoonClerk checkout**, subject to your attorney's review. Kentucky's current automatic-renewal statute specifically addresses clear disclosure, affirmative consent, retainable acknowledgment, and online cancellation.

63. LIFETIME ACCESS ACKNOWLEDGMENT

A Client selecting the \$3,000 Lifetime Access option specifically acknowledges:

I understand that I am purchasing Lifetime Access to The EQuipped Society® for a one-time payment of \$3,000.00, plus applicable taxes. I understand that this is not a recurring membership. I understand that Lifetime Access provides ongoing access to the digital content library and designated lifetime-access materials subject to the Terms & Conditions. I understand that Lifetime Access does not guarantee weekly live coaching forever, that Macie Renae Wilson will personally conduct every future live coaching session, or that every individual feature, platform, recording, guest teacher, bonus, or community space will remain available indefinitely.

64. EQ-i 2.0 ACKNOWLEDGMENT

The Client acknowledges:

I understand that my initial EQ-i 2.0 assessment is included with the \$3,000 Lifetime Access enrollment. I understand that the initial assessment includes an optional thirty (30) minute private 1:1 review session that I must request. I understand that future assessments are subject to the 365-day assessment interval, Coach approval, and the assessment pricing in effect at the time of purchase.

If I am a Monthly Member, I understand that the EQ-i 2.0 assessment is not included in my \$197 membership. I understand that the current assessment add-on price is \$125.00 plus applicable taxes, that the price may change in the future, and that the assessment fee includes an optional thirty (30) minute private review session that I must request and schedule.

65. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Client and Company concerning The EQuipped Society® and supersedes all prior written or oral agreements, representations, promises, statements, or understandings concerning the subject matter of this Agreement.

The Client acknowledges that they are not relying upon any representation or promise concerning The EQuipped Society® that is not expressly contained in this Agreement or other written enrollment materials expressly incorporated into the purchase.

66. MODIFICATION OF AGREEMENT

The Company may modify these Terms & Conditions when reasonably necessary to reflect changes in the program, business operations, technology, law, or other circumstances.

For active Monthly Members, material modifications affecting recurring payment terms or other legally protected rights shall be communicated in accordance with applicable law.

Nothing in this provision authorizes the Company to retroactively impose a material contractual obligation in a manner prohibited by applicable law.

67. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

If a provision cannot be enforced as written, the parties intend that it be modified only to the minimum extent necessary to make it enforceable while preserving its original purpose to the greatest extent permitted by law.

68. GOVERNING LAW & VENUE

ATTORNEY REVIEW REQUIRED BEFORE PUBLICATION

This Agreement shall be governed by the laws of the State/Commonwealth of:

without regard to conflict-of-law principles, except to the extent otherwise required by applicable law.

Any venue, jurisdiction, arbitration, mediation, attorney-fee, or dispute-resolution provision should be completed or revised following review by the Company's attorney based upon the Company's legal residence, business structure, and the laws applicable to its customers.

69. NO WAIVER

The failure of the Company to enforce any provision of this Agreement shall not constitute a waiver of the Company's right to enforce that provision in the future.

Any waiver must be expressly provided in writing by an authorized representative of the Company.

70. ASSIGNMENT

The Client may not assign, transfer, delegate, sublicense, or otherwise transfer the Client's rights or obligations under this Agreement without prior written consent from the Company.

The Company may assign or transfer its rights and obligations under this Agreement in connection with a merger, acquisition, sale of substantially all business assets, reorganization, or other lawful business transaction, subject to applicable law.

71. FORCE MAJEURE

The Company shall not be liable for failure or delay in performing its obligations due to circumstances beyond its reasonable control, including, without limitation:

- illness;
- death;
- natural disasters;
- acts of God;
- government action;
- war;
- terrorism;
- civil unrest;
- internet or technology failures;
- platform failures;
- power outages;
- labor disputes;
- emergencies;
- severe weather;
- or other circumstances beyond the Company's reasonable control.

72. CLIENT ACKNOWLEDGMENT & ACCEPTANCE

By checking the box indicating acceptance of these Terms & Conditions and completing checkout, the Client acknowledges and agrees that:

General

1. I have read and understand this Agreement.
2. I have had an opportunity to review the Terms & Conditions before purchase.

3. I understand that The EQuipped Society® provides coaching and education and is not therapy, medical treatment, mental-health treatment, legal advice, financial advice, or other professional advice.
4. I understand that I am responsible for my own decisions, choices, actions, implementation, participation, and results.
5. I understand that results are not guaranteed.

Confidentiality

6. I agree to maintain the confidentiality of other Members.
7. I understand that confidentiality applies to information shared in live coaching, recorded sessions, the online community, and other private program environments.

Intellectual Property

8. I understand that program materials and intellectual property belong to or are licensed to the Company.
9. I understand that I receive only a limited license for personal use.
10. I agree not to copy, reproduce, distribute, sell, share, teach, commercialize, or otherwise misuse program materials.
11. I understand that I may not share my login credentials or program access.

Lifetime Access

12. If I selected the \$3,000 Lifetime Access option, I understand that it is a one-time purchase.
13. I understand that Lifetime Access is not a recurring membership.
14. I understand that Lifetime Access provides ongoing access to designated digital content and materials subject to this Agreement.
15. I understand that Lifetime Access does not guarantee weekly live coaching forever.
16. I understand that the Company may modify the format, frequency, platform, facilitator, or availability of live coaching.
17. I understand that Macie Renae Wilson may not personally conduct every future live session.
18. I understand that individual recordings, guest teachers, bonuses, platforms, community spaces, and other features may change or become unavailable.

Monthly Membership

19. If I selected the \$197 Monthly Membership, I understand that it is a month-to-month recurring membership.
20. I understand that the membership costs \$197.00 per billing period, plus applicable taxes.
21. I understand that my membership automatically renews every thirty (30) days until canceled.
22. I understand that the Monthly Membership is not a payment plan toward Lifetime Access.

- 23. I understand that payments made through the Monthly Membership do not accumulate toward Lifetime Access.
- 24. I understand that if I cancel, my future recurring charges will stop according to the applicable cancellation process.
- 25. I understand that cancellation does not automatically refund amounts already paid.
- 26. I understand that access ends when my paid membership period ends, subject to applicable law.
- 27. I understand that if I later re-enroll, pricing and terms may be different.

Live Coaching

- 28. I understand that live coaching is currently intended to occur weekly.
- 29. I understand that the current operational schedule is generally Monday evenings as communicated by the Company.
- 30. I understand that the Coach may change the day, time, format, frequency, platform, or facilitator.
- 31. I understand that live sessions may consist of teaching, open coaching, guest teaching, exercises, discussion, or other formats.
- 32. I understand that live sessions are generally scheduled for approximately sixty minutes but may end earlier if there are no further coaching requests.
- 33. I understand that if no Client attends within the first ten minutes, the Coach may end the session.
- 34. I understand that the Coach may cancel, reschedule, substitute, or modify sessions.

EQ-i 2.0

- 35. I understand that the initial EQ-i 2.0 assessment is included with the \$3,000 Lifetime Access purchase.
- 36. I understand that the included assessment includes an optional thirty-minute private review session that I must request.
- 37. I understand that future assessments are not automatically included.
- 38. I understand that future assessments generally require 365 days between assessments.
- 39. I understand that the Coach may, in her discretion, approve an assessment before 365 days have elapsed.
- 40. I understand that future Lifetime Access assessments are subject to the assessment price in effect when purchased.
- 41. If I am a Monthly Member, I understand that the assessment is not included in my membership.
- 42. I understand that the current Monthly Member assessment price is \$125.00 plus applicable taxes.
- 43. I understand that the assessment price may change at any time for future purchases.
- 44. I understand that the assessment fee includes an optional thirty-minute private review session that I must request and schedule.

Final Acknowledgment

45. I understand that by completing checkout and accepting these Terms & Conditions, I am entering into a legally binding agreement with:

INNERGY, LLC d/b/a Macie Renae Coaching.

73. CLIENT ENROLLMENT RECORD

CLIENT NAME:

EMAIL ADDRESS:

DATE OF PURCHASE:

ENROLLMENT OPTION

☐ **\$3,000 Lifetime Access**

One-time payment + applicable taxes

OR

☐ **\$197 Monthly Membership**

Recurring every thirty (30) days + applicable taxes until canceled

CLIENT ELECTRONIC ACCEPTANCE

By completing checkout and checking the applicable box indicating acceptance of these Terms & Conditions, the Client acknowledges that they have read, understood, and agreed to the entire Agreement.

Client Name: _____

Electronic Signature/Acceptance: _____

Date: _____

COMPANY

INNERGY, LLC
d/b/a Macie Renae Coaching

Authorized Representative:
Macie R. Wilson

Signature: _____

Date: _____