Terms of Purchase for Digital Goods and Services

Last Updated [11/5/26]

1. Acceptance of Terms.

These Terms of Purchase for Digital Goods and Services ("Terms") are between you ("Purchaser," "you," "your") and [LA Pointer LLC] ("Company," "we," "us," "our") and govern your purchase of digital products, services, and related offerings ("Products") through the Company's website at [Loriepointer.com] or any related domains or subdomains (the "Website"), or in person.

By clicking "Add to Cart," "Buy Now," "Enroll," "Register," or any similar purchase button, submitting payment electronically or in person, or otherwise subscribing or enrolling through the Website, you are agreeing to be bound by these Terms, together with our Website Terms and Conditions located at [Terms Of Use] and our Privacy Policy located at [Privacy Policy], all of which are incorporated by reference (collectively, the "Agreement"). If there is any conflict between these Terms and the Terms and Conditions, these Terms will control with respect to the purchase and use of Products.

2. Eligibility.

By purchasing Products, you represent and warrant that you are at least 16 years old and meet all legal age requirements in your jurisdiction to enter into a binding contract and to purchase and use the Products.

3. Products and Services.

Our Products include, but are not limited to: [Digital courses, digital downloads, templates, worksheets, prerecorded video lessons, webinars, masterclasses, coaching sessions, ebooks].

4. Pricing and Payment.

By providing the Company with your preferred payment method, you represent that you: (i) are authorized to use, and (ii) authorize the Company to charge that payment method (the "Authorized Payment Method") for all fees related to your purchase of the Products (collectively, the "Fees"). Unless otherwise indicated, all Fees are stated and charged in U.S. dollars (USD).

Taxes. You are responsible for all applicable taxes, duties, and governmental charges associated with your purchase, unless the Company is legally required to collect such amounts. If the Company is required to collect sales tax or other transaction taxes, the applicable tax will be added to your order total at checkout.

One-Time Purchases. For Products sold on a one-time purchase basis, the full purchase price is due at the time of checkout unless a payment plan option is offered and selected.

Promotions and Discounts. We may occasionally offer promotions, discounts, limited-time offers, or bonuses ("Promotions"). Promotions are available at the Company's discretion and are not guaranteed to be available at the time of your purchase. The Company reserves the right to modify, suspend, or terminate any Promotion at any time. Unless otherwise stated, Promotions cannot be applied retroactively to prior purchases and cannot be combined with other offers.

Pricing and Availability. We strive to present accurate Product descriptions, images, and pricing on the Website, but errors may occur. The Company reserves the right to correct any errors in Product listings, pricing, descriptions, specifications, or availability at any time without prior notice. If a Product you purchased was listed at an incorrect price due to a typographical or system error, the Company will notify you and provide the option to confirm your order at the correct price or cancel for a full refund.

Product and Service Discontinuation. The Company reserves the right to modify, suspend, or permanently discontinue any Product or Service, in whole or in part, at any time and for any reason, in its sole discretion. If the Company discontinues a Product or Service:

- Products Already Delivered. If a digital Product has been fully delivered to you (e.g., a template, ebook, or digital download that you have already accessed or downloaded), no refund, credit, or compensation will be issued.
- Products with Ongoing Access. If the Company discontinues a Product for which you have paid for a defined access period that has not yet expired (e.g., a course with a 12-month access window, a subscription, or a program with scheduled sessions), the Company will provide at least [30] days' advance notice and will, at its sole discretion, offer one of the following:
    - A pro-rata refund for the unused portion of your paid access period.
    - A credit of equivalent value toward another Product or Service offered by the Company.
    - Extended access to download or save available materials before the discontinuation date.
- Live Events Not Yet Held. If the Company cancels a live event and does not reschedule it, the terms in Section 7 (Cancellation and Rescheduling by the Company) apply.

The Company shall not be liable to you or any third party for any modification, suspension, or discontinuation of any Product or Service.

Payment Disputes. If you initiate a chargeback or payment dispute with your financial institution, the Company may:

- Present these Terms, order confirmation, and delivery records to your financial institution, payment processor, and/or investigating agency.
- Suspend or terminate your access to the Products pending resolution.

- Pursue recovery of the original purchase amount plus any fees or costs incurred by the Company as a result, to the extent permitted by law.

We encourage you to contact us at [support@loriepoiinter.com] before initiating a chargeback so we can attempt to resolve the issue directly.

5. Delivery and Order Confirmation.

When you complete a purchase, you will receive an order confirmation via email with details concerning your purchase and Product delivery. It is your responsibility to review the order confirmation and notify us promptly at [support@loriepointer.com] if there are any errors.

Delivery methods and timelines vary by Product type:

- Digital Downloads and Templates. Delivered electronically upon receipt of payment, either through a download link on the Website or via email.
- Online Courses and Prerecorded Content. Access provided through the Website or a third-party learning platform upon receipt of payment.
- Live Workshops, Webinars, and Events. Registration confirmation and access details provided via email following purchase. See Section 7 for live event terms.

Presale and Pre-Order Products. If a Product is listed as presale or pre-order, the order will be delivered as detailed on the Website. The Company will make all reasonable efforts to meet estimated delivery dates. If the Company is unable to deliver a presale Product within a reasonable time after the estimated delivery date, you may request a refund by contacting us at [support@loriepointer.com].

6. Refunds and Returns.

If our Products did not meet your needs, we offer a [45]-day refund period beginning on the date of purchase. Go through the full course, complete your 7-day plan, and apply what you learn for 30 days. If you don't have a clearer picture of what leadership may be reading from you, the strengths you've been discounting, and what to change, email support@loriepointer.com for a $27 refund. Requests must come in within 45 days of purchase. Refunds will be processed to your original Authorized Payment Method within [15 days] business days of approval.

7. Cancellation by the Purchaser for Live Events.

You may cancel for a live event and receive a full refund by notifying us at [support@loriepointer.com] at least [5] days prior to the event. Cancellations after this deadline are not eligible for a refund. You may designate a substitute attendee at any time by notifying us before the event.

Recording and Transcription Prohibition. You may not, and may not permit any third party or automated tool to, record, capture, screenshot, screen-record, livestream, photograph,

transcribe, or otherwise reproduce any portion of a live event. This prohibition includes, without limitation:

- Audio or video recording via any device or software.
- Screen capture or screen recording tools.
- Artificial intelligence note-taking, transcription, or summarization tools (e.g., Otter.ai, Fireflies.ai, Fathom, and similar products).
- AI meeting assistants, bots, or automated attendees of any kind.
- Manual transcription for the purpose of reproduction or distribution.

You may take personal handwritten or typed notes for your own private reference only. Such notes may not be shared, published, distributed, or used to create any product or content.

Any violation of this section will result in immediate removal from the event and revocation of your License without refund. The Company reserves the right to pursue all available legal remedies, including claims for damages and injunctive relief.

Name, Image, Likeness, and Recording Release. By registering for and attending any live event (whether virtual or in-person), you acknowledge and agree that:

- The Company may record, photograph, livestream, or otherwise capture the event, including any audio, video, images, screenshots, chat transcripts, and any questions, comments, or contributions you make (collectively, "Event Recordings").
- You grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, and sublicensable right and license to use, reproduce, modify, distribute, display, and create derivative works from the Event Recordings, including your name, image, likeness, voice, and any statements or contributions, for any lawful business purpose. This includes reselling the Event Recording as a standalone product, incorporating it into courses or other Products, and using it in marketing and promotional materials.
- You waive any right to inspect or approve any use of the Event Recordings and any right to compensation for such use.
- If you do not wish to appear in Event Recordings, you must notify the Company in writing at [support@loriepointer.com] prior to the event. For virtual events, you may turn off your camera and use a pseudonym, in which case your audio contributions may still be included. For in-person events, the Company will make reasonable efforts to accommodate your request but cannot guarantee complete exclusion from all recordings or photographs.
- It is your responsibility to avoid sharing confidential, sensitive, or personally identifiable information during live events. The Company will make reasonable efforts to exclude such information from recordings before using them, but cannot guarantee complete exclusion.

Participant Conduct. You agree to conduct yourself in a professional and respectful manner at all live events. The Company reserves the right to remove any participant for disruptive, offensive, or otherwise inappropriate behavior, without refund.

Technical Requirements. For virtual events, you are responsible for ensuring you have a reliable internet connection and compatible hardware and software. The Company is not responsible for any inability to participate due to your technical issues, internet outages, or equipment failures.

9. License Grant and Intellectual Property.

By purchasing Products, you are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Products for your personal or internal business use only (the "License"), subject to the terms below. The Company owns and retains all rights, titles, and interests in and to the Products, including all copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing in these Terms transfers any intellectual property ownership to you. All rights not expressly granted are reserved by the Company.

Templates, Digital Downloads, and Customizable Products. You may modify, copy, edit, print, and adapt the Product for use for yourself and/or your business, provided you adhere to all applicable laws and these Terms. You may not reproduce, give away, publish, sell, license, or distribute the Product (or any modified version) to any third party. Permission to modify does not grant ownership of the underlying intellectual property. If multiple team members need access, you must purchase an additional License for each.

Online Courses and Prerecorded Content. Your License grants you access to view and use course materials for your personal or internal business learning purposes only. You may print or save instructional materials for personal reference, provided all original formatting, copyright notices, and branding remain intact. You may not share, copy, reproduce, record, publish, sell, or distribute course content in any form. Additional team members require additional Licenses.

Course Access Duration. Your access to online course content will remain active for [the lifetime of the course]. The Company reserves the right to update, modify, or discontinue course content at any time. If the Company discontinues access to a purchased course, you will receive at least [30] days' notice. See Section 4 (Product and Service Discontinuation) for applicable remedies.

Live Workshops, Webinars, and Events. Your License grants you the right to attend and participate in the live event for which you registered. You may take personal notes in accordance with the Recording and Transcription Prohibition in Section 7. If the Company provides recordings or supplemental materials following the event, the license terms for Online Courses and Prerecorded Content apply to those materials.

Bundled Community Access. If your purchase includes access to an online community, forum, or group (whether on the Website, a social media platform, or a third-party platform), your access is limited to the duration specified in the Product description or order confirmation.

You agree to comply with any posted community guidelines and to conduct yourself professionally and respectfully. The Company reserves the right to remove you from the community for conduct that is disruptive, offensive, or in violation of these Terms, without refund.

- Community Confidentiality. You will not share, disclose, or distribute any content, discussions, strategies, or materials shared by the Company or other members within the community to any non-member. You will respect the privacy of other members and will not share their personal information or business strategies outside the community without their explicit consent. You acknowledge that the Company cannot control the actions of other members and cannot guarantee that information you share will remain confidential, though each member contractually agrees to these obligations.
- Peer-to-Peer Interactions. Information and opinions shared by other community members are based on their own experiences and perspectives. The Company disclaims all liability for actions taken or decisions made based on information shared by other members. The Company does not guarantee the accuracy or effectiveness of any member-provided advice. Use your own judgment and seek professional guidance when making important decisions. The Company reserves the right to moderate discussions and remove content that violates these Terms.

General License Restrictions. Regardless of Product type, you may not:

- Resell, sublicense, distribute, or make available the Products (or any portion) to any third party.
- Share your account credentials or allow any other person to access the Products through your account.
- Use the Products to develop, create, sell, distribute, or offer any product, service, or content that is substantially similar to or competitive with the Products or the Company's business offerings. This includes using the Products as a foundation, framework, or reference to build competing templates, courses, programs, tools, or digital products.
- Remove, alter, or obscure any copyright, trademark, or proprietary notices on the Products.
- Grant master resell rights, private label rights, or any other rights enabling third parties to resell or distribute the Products.
- Make the Products available through any file-sharing, peer-to-peer network, or similar service.
- Use the Products to create derivative products for sale or distribution.

Enforcement and Remedies. If the Company reasonably believes you have violated any License restriction above, the Company may immediately revoke your License and terminate your access to the Products without refund. If you distribute the Products to unauthorized third parties, you agree to pay the Company the then-current retail price of the Product for each instance of unauthorized distribution, as liquidated damages representing a reasonable estimate of the Company's loss. The Company also reserves the right to pursue all other available legal remedies, including claims for actual damages and injunctive relief.

Confidentiality of Product Content. By accessing the Products, you agree to treat the following as confidential and proprietary information of the Company: strategies, frameworks, methodologies, proprietary processes, business models, formulas, systems, and other non-public information contained within or disclosed through the Products (collectively, "Confidential Information"). You shall not disclose, share, distribute, or use Confidential Information for any purpose other than the permitted use of the Products under this License.

This duty of confidentiality survives the termination or expiration of your access to the Products. This provision does not restrict your use of general knowledge, skills, or principles that are commonly known in your industry or that you independently developed without reliance on the Products.

10. Publicity and Content Release.

Live Event Participants. Your name, image, likeness, and recording rights as a live event participant are governed by Section 7 (Name, Image, Likeness, and Recording Release).

Testimonials, Reviews, and Feedback. If you submit reviews, testimonials, images, comments, or other feedback about the Products on any platform, such feedback is governed by the User Submissions and Content License provisions in our Terms and Conditions. By submitting feedback, you grant the Company a license to use it, including your name and likeness, for marketing and promotional purposes as described in the Terms and Conditions.

Suggested Products and Recommendations. The Products may include suggestions or recommendations regarding third-party products, tools, or services. These are provided for informational purposes only and do not constitute endorsements or warranties, whether or not an affiliate relationship exists. You are solely responsible for evaluating and purchasing any suggested products.

11. Disclaimer of Warranties.

You understand and agree that the Products are informational and educational in nature and do not constitute legal, medical, financial, tax, or other professional advice. The Company is not responsible for decisions you make or actions you take based on the Products. You are solely responsible for evaluating whether any information in the Products is appropriate for your circumstances.

THE PRODUCTS ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

THE COMPANY MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION IN THE PRODUCTS AND DOES NOT GUARANTEE THE PRODUCTS WILL MEET YOUR SPECIFIC REQUIREMENTS OR EXPECTATIONS.

THE COMPANY DOES NOT GUARANTEE ANY SPECIFIC RESULTS, INCLUDING FINANCIAL, BUSINESS, HEALTH, OR PERSONAL OUTCOMES, FROM YOUR USE OF THE PRODUCTS. TESTIMONIALS, CASE STUDIES, OR EXAMPLES REPRESENT INDIVIDUAL EXPERIENCES AND ARE NOT GUARANTEES OF SIMILAR RESULTS. YOUR RESULTS WILL VARY DEPENDING ON YOUR ACTIONS, EFFORTS, SKILLS, MARKET CONDITIONS, AND INDIVIDUAL CIRCUMSTANCES. NOT ACHIEVING YOUR DESIRED RESULTS IS NOT GROUNDS FOR A REFUND.

THE PRODUCTS, INCLUDING ANY COACHING, GROUP PROGRAMS, OR EDUCATIONAL CONTENT, ARE NOT THERAPY, COUNSELING, MEDICAL TREATMENT, OR ANY OTHER LICENSED PROFESSIONAL SERVICE, EVEN IF DISCUSSIONS ADDRESS MINDSET, PERSONAL DEVELOPMENT, OR MENTAL CLARITY. THE COMPANY WILL NOT PROVIDE THERAPY, RENDER A MEDICAL OR PSYCHOLOGICAL DIAGNOSIS, OR ENGAGE IN ANY ACTIVITY REQUIRING SPECIALIZED PROFESSIONAL LICENSURE. IF YOU REQUIRE SUCH SERVICES, CONSULT A QUALIFIED PROFESSIONAL.

Earnings and Income Disclaimer.

Any earnings, income, or financial claims or examples shown on the Website or in the Products are estimates, hypothetical scenarios, or individual testimonials only. They do not represent guarantees of your actual results. Past performance is not indicative of future results. The Company makes no income or financial claims of any kind regarding outcomes from your use of the Products. Your results will vary depending on your actions, effort, skills, market conditions, and circumstances. There is no guarantee you will earn any money using the Products, and financial risks are involved. We recommend carefully evaluating your own situation before making any decisions.

12. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR PURCHASE OR USE OF THE PRODUCTS, REGARDLESS OF THE LEGAL THEORY AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES IN CONNECTION WITH: (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL, OR DATA; OR (III) THIRD-

PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY.

TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT.

THIS LIMITATION SHALL NOT APPLY TO LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Indemnification.

You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, agents, licensors, service providers, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your purchase or use of the Products.
- Your violation of these Terms or any applicable law.
- Your violation of any third party's rights, including intellectual property, privacy, or publicity rights.
- Any content you create using or derived from the Products.
- Your improper or unauthorized use of the Products.

14. Termination.

We may terminate or suspend your access to the Products at any time, with or without cause, and with or without notice, including if we reasonably believe you have violated these Terms. Upon termination:

- Your License is immediately revoked.
- You remain responsible for all Fees incurred prior to termination, including remaining payment plan installments.
- The Company will have no further obligation to provide the Products to you.

The Company's right to discontinue Products under Section 4 is separate from and in addition to its right to terminate individual access under this section.

All provisions that by their nature should survive termination shall survive, including intellectual property, license restrictions, confidentiality, non-disparagement, limitation of liability, indemnification, and dispute resolution.

15. Dispute Resolution.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY TRIAL.

Informal Resolution. In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your purchase or use of the Products ("Dispute"), you and the Company agree to first attempt to resolve the Dispute informally by contacting us at [coachlorie@loriepointer.com]. If the Dispute is not resolved within thirty (30) days, either Party may initiate binding arbitration.

Binding Arbitration. Any Dispute that cannot be resolved informally shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in [Irvine, California]. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

If the arbitration cannot proceed in the designated jurisdiction, it shall be conducted remotely via videoconference or in a jurisdiction mutually agreed upon by the parties.

Class Action Waiver. YOU AND THE COMPANY AGREE THAT EACH PARTY MAY BRING DISPUTES ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE CLAIMS OR PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING.

Costs and Attorney's Fees. Each Party shall bear its own costs in connection with the arbitration. Filing fees and arbitrator compensation shall be governed by AAA's applicable rules.

Exceptions. Either Party may bring an individual action in small claims court for Disputes within jurisdictional limits. Either Party may seek injunctive or equitable relief in a court of competent jurisdiction to prevent infringement, misappropriation, or violation of intellectual property rights.

16. Governing Law.

These Terms are governed by the laws of the [State Of California], without regard to conflict of law principles.

17. Force Majeure.

The Company shall not be liable for any failure or delay in delivering the Products resulting from circumstances beyond its reasonable control, including natural disasters, acts of government, pandemics, epidemics, cyberattacks, internet or telecommunications failures, power outages, labor disputes, supply chain disruptions, or interruptions to third-party services.

18. Privacy.

Your purchase and use of the Products is also governed by our Privacy Policy, located at this [link].

19. Notices.

We may provide notice to you by: (i) sending a message to the email address associated with your account, or (ii) posting a notice on the Website. Notices sent by email are effective at the time of sending. Notices posted to the Website are effective upon posting.

You may provide notice to the Company by certified mail to:

[LA Pointer, LLC] [P.O. Box 5041, Irvine, CA 92616]

Notices by certified mail are effective upon actual receipt.

20. Modifications.

We reserve the right to update these Terms at any time. The "Last Updated" date reflects the latest version. We will notify you of material changes by posting a notice on the Website or emailing the address associated with your account. Continued use of the Products after changes constitutes acceptance of the revised Terms.

21. Assignment.

You may not transfer or assign any rights or obligations under these Terms without the Company's prior written consent. The Company may freely assign its rights and obligations. These Terms bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

22. Severability and Waiver.

If any provision is held invalid, illegal, or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. All remaining provisions continue in full force.

No failure or delay by the Company in exercising any right constitutes a waiver. Any waiver is effective only if in writing and signed by an authorized Company representative.

23. Entire Agreement.

These Terms, together with the Terms and Conditions, Privacy Policy, and any order confirmation or additional terms presented at purchase, constitute the entire agreement between you and the Company regarding the purchase and use of Products. These Terms supersede all prior agreements, understandings, and communications on this subject matter. Headings are for convenience only and do not affect interpretation.

The Company reserves all rights not expressly granted.