

Workshop Agreement

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

This is a contract between you ("**You**" or "you") and Carbon Three Inc/Brooke Dunwell, an S-Corp Michigan company, its affiliates, successors and assigns ("**Carbon Three Inc/Brooke Dunwell**" or "Coach" or "us" or "our" or "we"). Your use of the Carbon Three Inc/Brooke Dunwell website (the "**Website**") and its web-based services (the "**Services**") is governed by this contract.

By (1) using and/or visiting the Website (including all content available on or through the brookedunwell.com domain name) and/or (2) clicking on "I Agree" if you elect to purchase the review services, You signify your assent to both this terms and conditions of use (the "**Terms and Conditions of Use**" or this "**Agreement**") and the Carbon Three Inc/Brooke Dunwell privacy policy which is available on my website www.brookedunwell.com, which is incorporated herein by reference (the "**privacy policy**" or "**Privacy Policy**"). **If You do not agree to any of these terms or policies, then do not click on "I Agree" or otherwise use the website or services.**

Welcome to www.brookedunwell.com (hereinafter "Website"). Carbon Three Inc ("Brooke Dunwell", "we," "us," or "our") invites you to access this Website subject to the following Terms of Use, which may be updated from time to time without notice to you. It is your responsibility to review these terms and conditions periodically.

By accessing and using this Website, you agree to the following terms and conditions, Privacy Policy, and any additional terms and conditions that may apply to services and products available through this Website. You agree, by accessing and using this Website, that you are at least 18 years old or supervised by a parent or guardian, and legally able to enter into a contract.

Please read the following Terms of Use carefully. By browsing, accessing, or using this Website, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use and our Privacy Policy, hereby incorporated by reference. This is a legal agreement between you ("user") and Carbon Three Inc/Brooke Dunwell.

If you wish to purchase a service or product through our Website, you agree to these Terms of Use and our Terms and Conditions of Purchase for each product or service purchased. In the event of any conflict between these policies, the Terms and Conditions of Purchase shall control.

Use of the Services.

1. **Services Defined.** The Services consist in whole or in part of one or more packaged/bundled instructional videos and/or related instructional written content, hosted and running remotely on servers owned, leased, and/or controlled by BrookeDunwell. Your usage rights are constrained by this Agreement and are limited to accessing the Services via a designated portal, or such other means designated by BrookeDunwell, using username(s) and password(s) and related subscription, with such access provided to you by BrookeDunwell and in its sole discretion.

User Rights, Conduct, and Limitations

Your privacy is important to us. Please review our Privacy Policy for information about what data we collect, how we collect your data, why we collect your data, how long we retain your data, when we may share your data, and your rights regarding your personal data.

If you are under 18, you must obtain parental consent to use this Website. In our sole discretion, we reserve the right to refuse service, remove or edit content, and terminate accounts.

You hereby acknowledge and agree that these Terms of Use are supported by reasonable, adequate, and valuable consideration including, but not limited to, your access to the information and resources provided through this Website.

Users may access and use this Website for lawful purposes only. By accessing this Website, you agree not to post, transmit, email, or in any other way make available content that infringes on the trademark, copyright, propriety, or privacy rights of any entity or individual including personal data belonging to another person such as their email address, telephone number, credit care information, postal address, or other sensitive data.

You agree not to post, transmit, email, or in any other way make available content that is obscene, defamatory, pornographic, sexually explicit, promotes violence, contains hate speech, or invades the privacy of another.

You agree not to access this Website to carry out commercial activity or transmit spam.

You agree not to use any robot, scraper, or spider to access this Website.

You agree not to interfere with advertisements or safety features on this Website in any way including blocking or obscuring such advertisements or safety features.

You acknowledge and agree that Carbon Three Inc/Brooke Dunwell, in its sole discretion, may remove any content it deems to violate these Terms or otherwise constitute a criminal offense, fraud, or potentially create civil liability.

In the event of third-party legal action against you arising from or relating to your use of this Website, you agree to hold harmless and indemnify Carbon Three Inc/Brooke Dunwell from any related claims or actions.

Our Responsibilities. BrookeDunwell shall: (i) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which BrookeDunwell shall attempt to give at least 24 hours' notice via our Website and which we shall attempt to schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern

time Saturday to 6:00 a.m. Eastern time Sunday), or (b) any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving BrookeDunwell/Carbon Three Inc employees), or internet service provider failures or delays or other systemic Internet issues; and (iii) provide the Services only in accordance with applicable laws and government regulations.

Your Responsibilities. You shall (i) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data; (ii) prevent unauthorized access to or use of the Services, and notify us promptly of any such unauthorized access or use; and (iii) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (i) make the Services available to anyone other than an authorized user; (ii) sell, resell, rent or lease the Services; (iii) use the Services to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights; (iv) use the Services to store or transmit malicious code; (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein; (vi) attempt or permit others to attempt to gain unauthorized access to the Services or their related systems or networks; or (vii) copy, reproduce, publicly perform or create derivative works based upon the Services or their documentation or templates or make or have made any feature or functionality of the Services.

Product Descriptions & Privacy

We do not guarantee that all information regarding product descriptions and pricing displayed on our website is 100% accurate. We reserve the right to make corrections to any errors or changes without further notice to you.

While we make diligent and reasonable efforts to ensure to accuracy of product description and pricing information on our Website, we cannot guarantee that typographical errors, pricing errors, and mistakes in product descriptions will not occur.

At times, colors of products may appear differently depending on your device or screen. While we make reasonable efforts to describe product colors as accurately as possible, we cannot guarantee that a physical product will be the exact color displayed on your screen.

Order Limitation

We may, in our sole discretion, limit the quantities of a product purchasable per order or per person.

Submissions and Reviews

In your use of this Website, you may submit comments, suggestions, reviews, questions, and other information. However, any submissions that contain illegal, obscene, or threatening information will be removed, and you may be prohibited from future use of this Website. You also may not submit any type of spam including, but not limited to, mass mailings or chain letters, political campaign material, or commercial solicitations. You may not transmit any information which infringes on another party's intellectual property, invades the privacy of another, or in any other way causes

injury to another individual. You may not transmit data containing software viruses. Any violation of these terms may result in an immediate termination of your right to access this Website and may prohibit you from future use of this Website.

We reserve the right to edit and remove any content generated by or involving you on our Website. We assume no responsibility or liability for any content sent or posted by you or any other person.

By submitting a review, photo, and comment through our Website, mobile application, or any social media platform, you grant Carbon Three Inc/Brooke Dunwell a worldwide, perpetual, irrevocable, transferable, exclusive, and royalty-free license to copy, publish, reproduce, modify, and distribute such content.

You give Carbon Three Inc/Brooke Dunwell permission to use your name in connection with your submission.

Subject to the terms set forth in our Privacy Policy, no user submissions will be treated as confidential and your submission of data or information to us does not form a confidential or fiduciary relationship, nor does it create any expectation of confidentiality between you and Carbon Three Inc/Brooke Dunwell.

Subject to the terms set forth in our Privacy Policy, no submissions by a purchaser will be treated as confidential and your submission of data or information to us does not form a confidential or fiduciary relationship, nor does it create any expectation of confidentiality between you and Carbon Three Inc/Brooke Dunwell.

1. The Website may now or in the future permit the submission of photographs or other communications submitted by you and other users (“**User Submissions**”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, Carbon Three Inc/Brooke Dunwell does not guarantee any confidentiality with respect to any submissions.
2. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Carbon Three Inc/Brooke Dunwell to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by the Website and these Terms and Conditions of Use. For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to the Website, you hereby grant Carbon Three Inc/Brooke Dunwell a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, make, have made, sell, lease, rent, copy, reproduce, distribute, and prepare derivative works of, display, and publicly perform the User Submissions in connection with the Website and Carbon Three Inc/Brooke Dunwell’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce,

distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms and Conditions of Use. The foregoing license granted by you terminates once you remove or delete a User Submission from the Website by contacting contact@brookedunwell.com and instructing that a particular User Submission is to be removed or deleted.

3. In connection with User Submissions, you further agree that you will not: (i) submit material that is subject to protection under the copyright laws of the United States or any foreign country, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Carbon Three Inc/Brooke Dunwell all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Carbon Three Inc/Brooke Dunwell or any third party; (iii) submit material that is unlawful, defamatory, libelous, threatening, harassing, hateful, sexually explicit, or racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or otherwise be inappropriate; (iv) post advertisements or solicitations of business; or (v) impersonate another person. Carbon Three Inc/Brooke Dunwell does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Carbon Three Inc/Brooke Dunwell expressly disclaims any and all liability in connection with User Submissions. Carbon Three Inc/Brooke Dunwell does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and Carbon Three Inc/Brooke Dunwell will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights pursuant to Section 8D below. Carbon Three Inc/Brooke Dunwell reserves the right to remove Content and User Submissions without prior notice. Carbon Three Inc/Brooke Dunwell will also terminate a User's access to its Website, if they are determined to be a repeat infringer. Carbon Three Inc/Brooke Dunwell will not be obligated to refund any unused portion of a listing, membership or subscription fee if an account is terminated for repeat copyright infringement. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. Carbon Three Inc/Brooke Dunwell also reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms and Conditions of Use for violations other than copyright infringement and violations of intellectual property law, including, but not limited to, whether a User Submission is defamatory, excessively long, or otherwise violates these Terms and Conditions of Use. Carbon Three Inc/Brooke Dunwell may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms and Conditions of Use at any time, without prior notice and at its sole discretion.
4. In particular, if you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) for further detail):
 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
 6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
5. Carbon Three Inc/Brooke Dunwell's designated Copyright Agent to receive notifications of claimed infringement is: e-mail:contact@brookedunwell.com.
 6. You understand that when using the Website, you will be exposed to User Submissions from a variety of sources, and that Carbon Three Inc/Brooke Dunwell is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Carbon Three Inc/Brooke Dunwell with respect thereto, and agree to indemnify and hold Carbon Three Inc/Brooke Dunwell its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website.

Resume & LinkedIn Reviews:

If Client does not submit a resume or LinkedIn profile within 48 hours of purchase, the client will not be receive a refund. If Client does not submit their resume or profile, the service is non-refundable and forfeited by Client.

In the unlikely event that Coach is unable to complete the resume review or LinkedIn profile review within 7 business days or give a 2 days notice of delay, Client is entitled to a refund in the amount of purchase and a complimentary resume review or LinkedIn profile review within 30 days.

Workshops:

Workshops: Purpose of Agreement

Client engages Coach/Facilitator to provide group workshop services in the field of personal career development to enhance career and Facilitator/Facilitator agrees to provide the services detailed below, according to the terms of this Agreement.

Workshop Package Details

Client has selected a workshop about Resumes, LinkedIn Profiles, College Grad Resumes, Marketing Yourself, Bypassing Job Postings, Career Roadmaps at a fixed price at \$99 per workshop for a 1–2 hour live workshop.

Facilitator shall provide a group workshop to Client on the date and time the workshop is scheduled and the client booked. The effective date of this Agreement is upon purchase of workshop.

Facilitator shall provide a live workshop using their best efforts in each session. If additional services and/or hours that are not included in the package described in Section 2, Client will be charged a fixed cost of \$99 per workshop or may select another package offered by Facilitator/Coach. If Client chooses to purchase another package, Client and Facilitator/Coach must execute an additional contract, which shall control the terms of that agreement. If Client chooses to purchase another workshop, Client and Facilitator/Coach agree to the same terms of this agreement.

Resume/LinkedIn Reviews:

Purpose of Agreement

Client engages Coach to provide services and consulting in the field of career development to attain a Resume Review or LinkedIn Profile Review and Coach agrees to provide the services detailed below, according to the terms of this Agreement.

Resume & LinkedIn Review Details

Client has selected one or more of the following: Resume Review or LinkedIn Profile Review at a fixed purchase price of \$259.

- Written or Verbal Feedback about Resume/LinkedIn Profile or Job Search, Critique, Suggestions, Guidance, Tips, Strategies, Advice
- Delivery of written or verbal feedback within 7 days of Coach receiving the Client's resume or LinkedIn profile

Coach shall provide coaching services using their best efforts in each session. If additional services and/or hours that are not included in the package described in Section 2, Client will be billed hourly at a rate of \$469 per hour or may select another package offered by Coach. If Client chooses to purchase another package, Client and Coach must purchase additional coaching services, another product, course, program, or service, which shall control the terms of that agreement.

Coach shall provide a consulting review service to Client within 7 business days of Client submitting needed documents such as Resume or LinkedIn Profile or booking a job search review call with Coach.

If Client does not submit a resume or LinkedIn profile within 48 hours of purchase, the client will not be receive a refund. If Client does not submit their resume or profile, the service is non-refundable and forfeited by Client.

In the unlikely event that Coach is unable to complete the resume review or LinkedIn profile review within 7 business days or give a 2 days notice of delay, Client is entitled to a refund in the amount of purchase and a complimentary resume review or LinkedIn profile review within 30 days

Coaching & Job Search Reviews:

Coaching & Job Search Review Purpose of Agreement

Client engages Coach to provide [one-on-one] coaching services in the field of personal career development to enhance career and Coach agrees to provide the services detailed below, according to the terms of this Agreement.

Coach shall provide one-on-one coaching and job search review sessions to Client within 14 days of Client booking and paying for coaching service. Coach shall provide access to calendar availability within 24 hours upon payment received. Coaching sessions shall occur on the date and time the client selects on the coach's calendar.

Package Details

Client has selected one of the following package: General Career Coaching or a Job Search Review at a fixed price of \$259 for 30 minutes or \$469 for 60 minutes. This package includes:

- 30-minute Job Search Review – Includes a one-on-one call
- 30-minute Coaching Call – Includes a one-on-one call
- 60-minute Coaching call – Includes a one-on-one call

Coach shall provide coaching services using their best efforts in each session. If additional services and/or hours that are not included in the package described in Section 2, Client will be billed hourly at a rate of [\$469] per hour or may select another package offered by Coach. If Client chooses to purchase another package, the same terms shall control the terms of that agreement.

Coaching Services Postponement and Cancellation

If Client postpones or cancels a job search review or a coaching session within 4 hours or less before the originally scheduled date, the session is non-refundable and forfeited by Client.

If Client postpones a coaching session or job search review within 4 hours or more before the originally scheduled date, Client must choose a rescheduled date for the review or session that is within 2 weeks of the originally scheduled date and at a time when Coach is available.

If Client does not choose a rescheduled date that is within 2 weeks of the original private coaching session date and/or at a time when Coaching is available, the postponement will be treated as a cancellation and will be non-refundable.

Furthermore, if Client fails to give Coach notice of postponement within 4 hours before a coaching session or job search review session date and time, the postponement will be treated as a cancellation and will be non-refundable and forfeited by Client.

Coach reserves the right to reschedule a job search review session, at a time when Client is available, if Client is provided with a 4-hour notice of the postponement.

In the unlikely event that Coach is unable to attend a scheduled coaching session and is not able to provide 4 hours or more of notice of the postponement, Client is entitled to a refund in the amount of purchase and a complimentary coaching session within 30 days.

Courses:

Our Limited License to You

By purchasing a course within Brooke Dunwell Career Academy, Carbon Three Inc/Brooke Dunwell grants you a limited, non-transferrable, revocable license to view and utilize content for your personal use only. If you purchase a course(s) within Brooke Dunwell Career Academy, you may access and download purchased content subject to a limited, non-transferrable, revocable license for your own personal, non-commercial use to access, download, and view the material.

This license is granted for use by (1) individual only. If you would like to participate in Brooke Dunwell Career Academy with a friend, business partner, or colleague, each individual must purchase a separate membership.

You are prohibited from reselling or distributing such purchased material. No other use of our content is permitted without the express written consent of Carbon Three Inc/Brooke Dunwell.

If you violate any portion of these terms, you must destroy any copies you made of our content immediately and your right to access and use a course(s) within Brooke Dunwell Career Academy and content shall terminate automatically. We reserve the right to take any and all appropriate legal action against infringement upon our intellectual property rights. We also reserve the right to revoke your access to any purchased material, without refund, and take any appropriate legal action.

By purchasing a course(s) within Brooke Dunwell Career Academy, you agree to protect the privacy of Carbon Three Inc/Brooke Dunwell and other participants pursuant to the following conditions:

- You agree not to disclose any proprietary information, confidential information, or trade secrets relating to information and content provided through Brooke Dunwell Career Academy.
- You will not discuss or disclose the experience or personal results of other participants.
- You will not disclose any confidential or proprietary information shared by another participant or Carbon Three Inc/Brooke Dunwell agent or representative.
- You may not share, disclose, reproduce, modify, distribute, sell, or create a derivative work from any content belonging to and shared by another participant.

1. Terms of Payment

Payment is due upon purchase and registration of the workshop, product, or service. You shall pay any and all applicable fees and taxes for purchases of services you make on our Website. You must provide accurate and up-to-date billing and credit card information. By making a purchase, you consent to Carbon Three Inc/Brooke Dunwell authorizing your credit card, debit card, bank account, or any other payment form provided to process the full payment of fees and applicable taxes, through our third-party payment processor.

If your billing information changes or your account or credit card is lost, stolen, or compromised, you must promptly inform us. If your purchase requires ongoing automatic payments and the credit card information you provided us with expires, you hereby authorize Carbon Three Inc/Brooke Dunwell to determine or obtain replacement expiration dates for your credit card in order to process your authorized payment.

Additional Services:

Any additional services requested by Client outside the scope of workshops outlined in this Agreement, including additional hours, will be provided, subject to Coach's availability and agreement, at an hourly rate, to be billed to Client at the time of purchase. Payment shall be rendered and received prior to additional coaching transpires or Client will not receive services.

Payment Methods

Acceptable forms of payment include PayPal, Venmo, or Credit Card.

Payment Failure

If, for any reason, Client's payment method fails, including a declined credit card, Client shall have 24 hours before the live workshop begins to cure payment or a penalty fee of \$20 shall apply. Failure to timely cure any payment shall be a material breach of this Agreement entitling Coach to retain the any deposit and terminate the Agreement without penalty in addition to other legal and equitable rights available.

2. Disclaimer

Facilitator/Coach is not a licensed psychologist or health care profession and Coach/Facilitator's advice is not a substitute for medical care and advice or psychological counseling. If client is experiencing health problems, either physical or mental, including any thoughts or feelings of suicide, Client is urged to seek emergency medical attention right away.

Any information or content provided by Coach/Facilitator to Client is solely for educational and informational purposes. The Facilitator/Coach is not a medical professional, licensed counselor, accountant, or attorney and does not hold herself/himself out to be.

Client is encouraged to seek professional advice and counsel relating to medical, mental, psychological, legal, business, and financial matters. The information or content provided to Client by Facilitator is not represented in any way to be a substitute for such professional advice.

Facilitator/Coach does not make any guarantees of Client's results or likely outcome from Coach/Facilitator's services. Coach/Facilitator does not guarantee any specific outcome of any

kind, whether financial, physical, emotional, psychological, social, spiritual, legal, or otherwise. Client's outcome may be influenced by numerous variables including but not limited to Client's cooperation, focus, energy, and dedication, as well as the influence of outside circumstances and variables.

Your decision to use information provided through Brooke Dunwell Career Academy is purely voluntary and you acknowledge, understand, and agree that you use such information at your own risk. We are not liable for any harm or damages arising from or related to your use or non-use of information or content provided through Brooke Dunwell Career Academy.

You participate and use the information provided through Brooke Dunwell Career Academy/Brooke Dunwell/Carbon Three Inc at your own risk.

At Carbon Three Inc/Brooke Dunwell we make no guarantees or financial claims of any kind regarding any potential income you may earn or generate by using Brooke Dunwell Career Academy, or implementing information provided through Brooke Dunwell Career Academy or any of our resources.

Client's decision to use information offered by Coach/Facilitator is purely voluntary and Client acknowledges, understands, and agrees that they use such information at their own risk. Coach/Facilitator is not liable for any harm or damages arising from or related to Client's use or non-use of information or content provided by Coach/Facilitator under this Agreement or information or content that Coach/Facilitator fails to provide to Client.

3. Postponement and Cancellation of Workshops

If Client is unable to attend a group Workshop session for any reason, that session is non-refundable and forfeited by Client.

Facilitator reserves the right to reschedule a Workshop by providing clients with at least 3 days of notice and shall make commercially reasonable efforts to reschedule the group session to a time that is convenient for most participants.

4. Term of Agreement

Unless this Agreement is terminated under the provisions of Section 15, Termination of Agreement, this Agreement shall terminate automatically after 24 hours of the Workshop, Review Delivery, Completed Coaching session, and any other product or services provided.

5. Effective Date

The effective date of this Agreement is the date of purchase.

6. Cooperation and Client Responsibilities

The Parties agree to communicate and cooperate with each other, as needed to execute the purpose and scope of this Agreement in an amicable manner. Client agrees to make a good effort

to implement all guidance, advice, tips, and insights gained from the Facilitator/Coach/Workshop relationship. Client also agrees to communicate information relevant to Client's Workshop session and the purpose of this Agreement openly and honestly with Facilitator. Client agrees to participate actively in Workshop(s). Client agrees to be on time for all Workshops and to make reasonable efforts to complete all assigned tasks and exercises to maximize Client's results and foster the best possible outcome.

7. Confidentiality and Mutual Non-Disclosure

Coach/Facilitator will not disclose the details of any information communicated to Coach/Facilitator by Client in the scope of the Parties Client-Facilitator/Coach relationship without the express written agreement of Client for purposes of a third-party consult.

Client agrees not to disclose any proprietary information, confidential information, or trade secrets relating to Facilitator's services including methods and procedures.

However, Client understands, acknowledges, and agrees that the workshop/coaching/facilitator relationship does not form a relationship of special legal or confidential privilege like that of an attorney-client or doctor-patient relationship.

8. Termination of Agreement

If Facilitator/Coach is unable to fulfil Facilitator's obligations under this Agreement for any reason, besides Client's material breach of this Agreement or circumstances outside of Facilitator's reasonable control, Client shall be refunded for any unused Workshop sessions.

If Client no longer wishes to attend workshop or participate in the program, they may cancel their workshop, however, the workshop price shall become non-refundable.

Either Party may terminate this Agreement in the event of a breach of contract by the other party. If Client breaches this Agreement by failing to perform its obligations outlined in this Agreement, Facilitator may terminate this Agreement immediately and Client will not be refunded for any future workshops included in Client's selected packages. In such an event, Client will also be responsible for the full workshop price.

If Facilitator/Coach breaches this Agreement by failing to perform its obligations outlined in this Agreement, Client may terminate this Agreement immediately and Client shall be refunded for any unused workshops.

9. Declaration by Facilitator/Coach

Facilitator declares that Facilitator/Coach has complied with all Federal, State and local laws regarding any required business licenses, permits, or insurance to perform the services outlined under this Agreement.

10. Cooperation and Client Responsibilities

The Parties agree to communicate and cooperate with each other, as needed to execute the purpose and scope of this Agreement in an amicable manner. Client agrees to make a good effort to implement all guidance, advice, tips, and insights gained from the coaching relationship. Client also agrees to communicate information relevant to Client's coaching sessions and the purpose of this Agreement openly and honestly with Coach. Client agrees to participate actively in coaching sessions. Client agrees to be on time for all coaching sessions and to make reasonable efforts to complete all assigned tasks and exercises to maximize Client's results and foster the best possible outcome.

11. Security

While Facilitator/Coach shall take all reasonable precautions to protect the security of the information Client provides to Coach/Facilitator, Client acknowledges the risk of transmitting data electronically and Client transmits such data at Client's own risk.

12. Freedom to Provide Services Elsewhere

This Agreement does not restrict Coach from providing coaching services to other clients.

13. Use of Coach's own Equipment, Materials, Supplies, and Tools

Coach shall provide all necessary equipment, materials, supplies, and tools to complete the services outlined in this Agreement.

14. Taxes and Liabilities

Client and Coach agree that, as an independent contractor, Coach is responsible for paying any and all withholding and other taxes imposed by law. No income taxes or payroll taxes of any kind will be paid or withheld by Client. Coach agrees to indemnify Client for any tax liability imposed on Client due to Coach's failure to pay any such required taxes.

15. Force Majeure

In no event shall Coach/Facilitator, its directors, officers, employees, agents, or affiliates be liable for any delay or failure to fulfill its obligations to Client under this Agreement if the delay or failure is caused by forces beyond its reasonable control, including without limitation natural and nuclear disasters, fire, flood, riot, war (declared and undeclared), acts of terrorism, revolution, embargoes, strikes, work stoppages, civil or military disturbances, loss of communication or computer services, or acts of God. In any such event, Coach/Facilitator shall be relieved of any and all obligations under this Agreement during the applicable Force Majeure and resume performance of its obligations under this Agreement as soon as reasonably practicable.

16. Warranties

Client represents, warrants, and covenants to Facilitator that Client shall comply with Client's responsibilities and the terms of this Agreement.

Facilitator/Coach represents to Client that Facilitator will provide the services outlined in this Agreement in accordance with reasonable professional standards. Except for the express warranties and representations stated in this Agreement, Facilitator makes no further warranties, representations, or guarantees (express, implied, statutory, or otherwise) including, but not limited to, Client's results or outcome.

17. Limitation of Liability

Coach/Facilitator's services and work product are sold "as is." In no event shall Coach/Facilitator, its directors, officers, employees, agents, or affiliates be liable to Client for direct, indirect, special, incidental, punitive or consequential damages, losses or expenses, including loss of profits, loss of goodwill, loss of data, or business disruption, for any and all causes of action, whether in contract, tort (including negligence), or otherwise, relating to Client's outcome in regard to Coach/Facilitator's services under this Agreement, even if Coach/Facilitator, its directors, officers, employees, agents, or affiliates have been advised of the possibility of such damages. In any and all circumstances, Client's maximum remedy and the maximum liability of Coach/Facilitator, its directors, officers, employees, agents, or affiliates to Client for any and all cause of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the greater of the fees paid by Client to Facilitator under this Agreement during the three (3) month period immediately preceding the events giving rise to the claim or the total price of the package selected by Client under this Agreement.

18. Indemnification

Client agrees to indemnify and hold harmless Facilitator from and against any and all third party losses, damages, expenses, liabilities, causes of action, and/or claims arising out of or related to Client's performance or non-performance of its obligations under this Agreement, or Client's violation or failure to abide by any laws relating to the terms of this Agreement.

19. Governing Law

This Agreement is governed by the laws of Michigan as if it was executed and wholly performed there. The state and federal courts located in Michigan will have exclusive jurisdiction over any case or controversy arising from or relating to this Agreement. Client hereby unconditionally and irrevocably consents to the personal and subject matter jurisdiction of the federal and state courts of the State of Michigan for purposed of any claim or action arising out of or relating to this Agreement.

20. Entire Agreement/Severability

Client and Coach/Facilitator agree that this Agreement represents the entire agreement between Client and Coach/Facilitator, besides additional specific project details expressly and mutually agreed upon by the Parties in writing. No other agreement, promise, or statement made on or before the Effective Date of this Agreement shall be binding on the Parties. This Agreement may be modified only in writing that is signed by both Parties.

The Parties also agree that if a court determines a provision of this Agreement is unenforceable, the remainder of that provision and the rest of the Agreement shall be severable and will remain in effect.

21. Acknowledgement

Client acknowledges that they have read this entire Agreement prior to entering into this Agreement. Client has the right to have this Agreement reviewed by an attorney.

Intellectual Property Rights and Limited License

Carbon Three Inc/Brooke Dunwell reserves rights to all content, information, data, text, logos, design elements, headers, service marks, trademarks, photographs, images, videos, blog posts, program and product names, graphics, color schemes and artwork published, to the extent protectable, on this Website, as well as any and all information assessed through this Website or digital products which is proprietary.

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No other use of our content is permitted without the express written consent of Carbon Three Inc/Brooke Dunwell

You may not use any Intellectual Property belonging to Carbon Three Inc/Brooke Dunwell without express written consent. You may not copy, reproduce, repost, alter, manipulate, sell, or distribute any of the Intellectual Property of Carbon Three Inc/Brooke Dunwell without our express written consent.

You agree not to post, transmit, email, or in any other way make available content that is obscene, defamatory, pornographic, sexually explicit, promotes violence, contains hate speech, or invades the privacy of another.

You agree not to access Brooke Dunwell Career Academy to carry out commercial activity or transmit spam.

You acknowledge and agree that Carbon Three Inc/Brooke Dunwell, in its sole discretion, may remove any content it deems to violate these Terms or otherwise constitute a criminal offense, fraud, or potentially create civil liability.

In the event of third-party legal action against you arising from or relating to your use of any course, services, or digital download within Brooke Dunwell Career Academy, you agree to hold harmless and indemnify Carbon Three Inc/Brooke Dunwell from any related claims or actions.

If you violate any portion of these terms, you must destroy any copies you made of our content immediately and your right to access and use this Website and content shall terminate automatically. We reserve the right to take any and all appropriate legal action against infringement upon our intellectual property rights. Furthermore, if your violation of these Terms involves or relates to materials you have purchased through this Website, we reserve the right to revoke your access to that material or any purchased material, without refund, and take any appropriate legal action.

Your License to Us

By publicly posting any original content on our Website, you agree to assign any intellectual property rights to that content to us in exchange for the good and valuable consideration of accessing and using our Website.

If you submit to us your original content through our Website, social media accounts, webinars, or any other public medium, you acknowledge, understand, and agree that you are granting us an irrevocable, unlimited, non-exclusive, perpetual, and royalty-free worldwide license to copy, edit, use, distribute, sell, or publicly display any content you post.

Digital Millennium Copyright Act

In compliance with the Digital Millennium Copyright Act, we will review all copyright infringement claims that we receive and remove any content posted or distributed in violation of U.S. copyright law.

To notify us of a claim of copyright infringement, please include all information and details required by the Digital Millennium Copyright Act and send notice of your claim to:

Carbon Three Inc/Brooke Dunwell

212 N Alice Ave, Rochester, MI 48307

contact@brookedunwell.com

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You further understand and agree that Carbon Three Inc/Brooke Dunwell shall not be liable to you for any loss, damage, inconvenience, or interruption to your business caused by the existence of viruses, or lack of accessibility or availability of this Website.

In the event of an interruption of service, Carbon Three Inc/Brooke Dunwell will make commercially reasonable efforts to restore service and access as soon as practical.

Affiliate Disclaimer

Some of the links on this Website may be affiliate links controlled by third-parties or links to products and services for which Carbon Three Inc/Brooke Dunwell earns an affiliate fee, referral fee, or commission. We shall use reasonable efforts to provide notice of any affiliate relationship to a link on this Website. By clicking on an affiliate link on this Website or related communications, you expressly accept liability for any and all consequences of visiting the third party Website or purchasing those goods or services.

Earnings Disclaimer

At Carbon Three Inc/Brooke Dunwell we make no guarantees or financial claims of any kind regarding any potential income you may earn or generate by using our products or services, or implementing information provided through this Website or any of our resources.

Payments and Fees

You shall pay any and all applicable fees and taxes for purchases of services or products you make on our Website. You must provide accurate and up-to-date billing and credit card information. By making a purchase, you consent to Carbon Three Inc/Brooke Dunwell authorizing your credit card, debit card, bank account, or any other payment form provided to process the full payment of fees and applicable taxes, through our third-party payment processor.

If your billing information changes or your account or credit card is lost, stolen, or compromised, you must promptly inform us. If your purchase requires ongoing automatic payments and the credit card information you provided us with expires, you hereby authorize Carbon Three Inc/Brooke Dunwell to determine or obtain replacement expiration dates for your credit card in order to process your authorized payment.

Compliance with Applicable Laws

Our Website is based in the United States. If you access or use our Website, or view, download, or use content from our Website, you do so at your own risk. We make no claims as to whether our Website or content may be accessed, used, viewed, or downloaded outside of the United States.

Third-Party Sites and Linking.

1. The Website may contain links to third-party websites that are not owned or controlled by Carbon Three Inc/Brooke Dunwell. Carbon Three Inc/Brooke Dunwell has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites. In addition, Carbon Three Inc/Brooke Dunwell will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Carbon Three Inc/Brooke Dunwell from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit. YOU MAY BE ASKED TO ENTER INTO CONTRACTS WITH THOSE THIRD-PARTY SITES OR THEIR OWNERS OR OPERATORS BY VIRTUE OF YOUR CLICKING ON A LINK ON THIS WEBSITE AND BEING TRANSPORTED TO THE EXTERNAL THIRD-PARTY SITE(S). YOU UNDERSTAND AND ACCEPT THE RISK OF PERHAPS BEING REQUIRED TO ENTER INTO SUCH THIRD-PARTY CONTRACTS AS A CONDITION OF YOUR RECEIVING THE SERVICES OFFERED BY THIS WEBSITE AND THE LINKED THIRD-PARTY SITES AND THAT Carbon Three Inc/Brooke Dunwell IS NOT RESPONSIBLE FOR YOUR ACTIONS OR INACTIONS IN CONNECTION WITH ANY THIRD-PARTY SITE.
2. To view or access all the features of the Website, your web browser may require additional third-party software, also known as plug-ins, add-ons, extensions, etc. Carbon Three Inc/Brooke Dunwell makes no warranties that this third-party software will be compatible with your computer and specifically disclaims any liability for direct or consequential damages that arise when you download, install, or use third-party software to access the content or features of the Website.
3. You may not obtain a username and password and thereafter access or use, or allow your agent to access or use, the Services or Website if You are our direct competitor, except with our prior written consent, and only authorized persons may obtain or utilize issued usernames or passwords. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Rights in Data.

1. You hereby authorize and consent to the collection, storage and use, by Carbon Three Inc/Brooke Dunwell and its affiliates, partners and agents, of any information and data related to or derived from Your use of the Website and/or the Services, and any information or data that You provide to Carbon Three Inc/Brooke Dunwell and its affiliates, partners and licensors ("**Data**"). As between Carbon Three Inc/Brooke Dunwell and You, You exclusively own all rights, title and interest in and to all of your Data. Other data generated by your use of the Services and/or Website shall be owned by us.
2. You grant Carbon Three Inc/Brooke Dunwell a non-exclusive, royalty-free, worldwide license to use Your Data to improve the Services. Without limiting the generality of the foregoing, the Data shall include, without limitation, the following types of information and data, in an aggregate (not user level) form: search requests, search results, patterns, referrer site information, data and suggestions based on user actions. Notwithstanding the foregoing, You shall not provide or disclose and the Information shall not include any information or data that is personally identifiable to You. The Data will be treated as being non-confidential and nonproprietary, and

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TO THE FULLEST EXTENT PERMISSIBLE BY LAW, CARBON THREE INC/BROOKE DUNWELL DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CARBON THREE INC/BROOKE DUNWELL DOES NOT WARRANT THAT THIS WEBSITE WILL OPERATE FREE FROM ERROR, DESTRUCTIVE FEATURES, COMPUTER VIRUSES OR OTHER CONTAMINATION.

FURTHERMORE, CARBON THREE INC/BROOKE DUNWELL DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, CORRECTNESS,

RELIABILITY, OR YOUR RESULTS FROM YOUR USE OF THE CONTENT, SOFTWARE, SERVICES, INFORMATION, OR FACILITIES OF THIS WEBSITE.

IN NO EVENT, AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, INCLUDING LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA, OR BUSINESS DISRUPTION, THROUGH ANY ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATED TO YOUR USE OF THIS WEBSITE OR ANY CONTENT CONTAINED ON THIS WEBSITE. IN ANY AND ALL CIRCUMSTANCES, YOUR MAXIMUM REMEDY AND THE MAXIMUM LIABILITY OF CARBON THREE INC/BROOKE DUNWELL, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE FEES YOU HAVE PAID TO US IN CONNECTION WITH ANY SERVICES OR PRODUCTS PURCHASED DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO YOUR CLAIM.

Indemnification

BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CARBON THREE INC/BROOKE DUNWELL FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, EXPENSES, LIABILITIES, CAUSES OF ACTION, AND/OR CLAIMS ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE TERMS, YOUR VIOLATION OF THIRD PARTY RIGHTS, OR YOUR MISUSE OF THIS WEBSITE OR OUR CONTENT.

Termination

1. **Commencement.** This Agreement commences on the date You accept it and continues until terminated as provided herein.
2. Any violation of this Agreement may lead to termination of your right to access the our website and course portal and/or appropriate legal action

Termination. You may terminate your use of the Website at any time. Carbon Three Inc/Brooke Dunwell may terminate this Agreement, or suspend or terminate your access to the Website, at any time, for any reason. If Carbon Three Inc/Brooke Dunwell suspects that you have violated any provision of this Agreement, Carbon Three Inc/Brooke Dunwell may also seek any other available legal remedy. Your rights under this Agreement will terminate automatically if you breach any part of this Agreement. You remain solely liable for all obligations related to use of the Website, even after you have stopped using the Website.

Any violation of these Terms of Use may lead to termination of user's access to this Website and/or appropriate legal action. In our sole discretion, we may, for any reason, limit, restrict, suspend, or terminate your access to this Website without prior notice or liability.

Jurisdiction

The terms of this Agreement will be governed by the laws of the Michigan. The state and federal courts located in Michigan will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, use of this Site, or any products or services provided by Carbon

Three Inc/Brooke Dunwell or disputes arising out of or relating to your use of this Website. You hereby unconditionally and irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Michigan for purposes of any claim or action arising out of or relating to these Terms.

By accessing or using this Website, you consent irrevocably to personal jurisdiction in such courts in relation to any matter in connection with your use of this Website or use of services provided by or products purchased from Carbon Three Inc/Brooke Dunwell and waive any defense of forum non conveniens. Through your access and use of this Site, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, use of this Website, or any services provided by or products purchased from Carbon Three Inc/Brooke Dunwell.

Dispute Resolution

1. Dispute Resolution and Binding Arbitration.

A. YOU AND Carbon Three Inc/Brooke Dunwell ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION IN MICHIGAN.

B. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND Carbon Three Inc/Brooke Dunwell ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

C. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879). The Federal Arbitration Act will govern the interpretation and enforcement of this section.

D. The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

E. The arbitrator may provide the prevailing party with an award of its reasonable attorneys’ fees and costs. Any arbitration decision and award of costs and fees may be filed with a court of competent jurisdiction and be entered enforced by such court as a binding judgment.

F. You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR Carbon Three Inc/Brooke Dunwell WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

G. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

1. Notices.

A. To You. We may provide any notice to you under these Terms and Conditions of Use by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

B. To Us. To give us notice under these Terms and Conditions of Use, you must contact us as follows: (i) by the method specifically indicated in this Agreement for the inquiry you are making; then (ii) in all events by email to contact@brookedunwell.com. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one (1) business day after they are sent. Notices provided by registered or certified mail will be effective three (3) business days after they are sent.

Miscellaneous

Any failure by us to act on or enforce any provision contained within these Terms shall not constitute or be construed as a waiver of the provision or any other provision contained within these Terms. To be effective, a waiver of any provision contained within these Terms must be made by us in a signed, written agreement and no such waiver shall constitute a waiver of any other provision within these Terms besides the provision expressly waived in that signed writing.

The section headings contained within these Terms shall not be given any legal meaning or significance and are provided simply for convenience.

Severance

If any provision of this Agreement is found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement.

Complete Understanding

This Agreement supersedes any prior agreement, communication, or representations between you and Carbon Three Inc/Brooke Dunwell and constitute a complete and final agreement regarding your use of this Website.

Entire Agreement. This Terms and Conditions of Use agreement including the documents incorporated herein by reference, and as the same may be amended from time to time by Carbon Three Inc/Brooke Dunwell, constitute the entire agreement with respect to the Website and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

Attorney Fees. You shall pay on demand all of Carbon Three Inc/Brooke Dunwell's reasonable attorney fees and other costs incurred by it to collect any fees or charges due to it under this agreement following Your breach of your payment obligations to Carbon Three Inc/Brooke Dunwell. Moreover, in any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of suit.

Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.