(917) 653-1220
joya@joyadass.com
Brooklyn, NY 11201
JOYA DASS

**SHESUITE MEMBERSHIP AGREEMENT**
**Joya Dass**

You, ("Client"), agree to be provided with coaching, retreats, and meetings facilitated by **Joya Dass** ("Coach"), acting on behalf of **Women's Leadership Lab, Inc.** ("Company"), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.
    a. Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the **SheSuite Membership** ("Program").
    b. The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach's Website www.joyadass.com as part of the Program.
    c. Coach reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.
    d. The SheSuite Membership creates personal advisory boards, groups of 8 like-leveled women leaders, change makers, and doers from different disciplines who connect in a confidential environment to share complex professional and personal obstacles and opportunities. Client agrees to be open, present and prepared to complete the work. Client is responsible for her own success and implementation of objectives met.
    e. Confidentiality is foundational to this experience. Client agrees to creating a non-judgmental space for members to show up fully, with their whole selves.

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f. Clients get out of the SheSuite experience what they put into it. Client elects to make this experience a high priority in her life.
g. Client agrees to respect both themselves and fellow members throughout this experience, regardless of any differences that may arise.

(a) The content included in the Program and all supplemental information provided by the Coach and Company is for your individual, non-commercial use. Client agrees not to share login details and/or Program materials with any third parties, and further agrees to keep all such information confidential.

(b) Coach reserves the right to remove Client from Program at any time for any reason.

2. METHODOLOGY. Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program. Coach may revise methods or parts of the Program based on the needs of the Client.

3. DISCLAIMERS. By participating in the Program, Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and his/her services do not replace the care of other professionals. The information in this Program is in no way to be construed or substituted as psychological counseling or any other type of therapy or professional advice.

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The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided, and the Client hereby agrees to waive any and all claims against the Coach if any such adverse effects or consequences do result.

The Coach may provide Client with third-party recommendations for such services as marketing, photography, business, health, or other related services. Client agrees that these are only recommendations, and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party, and the Client hereby agrees to waive any and all claims against the Coach if any such adverse effects or consequences do result.

Any testimonials, earnings, or examples shown through Coach's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs, courses, and/or services. Client acknowledges that Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Coach's website, programs, products or services.

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4. PAYMENT AND REFUND POLICY.
    a. By electing to “Join Now” client agrees to the terms outlined in this PAYMENT AGREEMENT FOR SHESUITE MEMBERSHIP, which offers the option to pay in full upfront for a discounted rate or in monthly installments (12 months minimum).
    b. Coach does not offer a refund of the deposit money or previously used months. After the Client has accessed the material or logged in, no refunds can be issued. Coach does not offer refunds for the Program to ensure that clients are fully committed.
    c. If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the “Fee”).
    d. Credit Card or Automated Clearing House (ACH) Authorization (if applicable for payment plan). Each Party hereto acknowledges that Coach will charge the payment method chosen by the Client.
    e. In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls. If paying in full, and the Client has not paid within fourteen (14) days, Coach has the right to terminate agreement. The Client will not be provided any products, materials or login details until payment is received in full or the payment plan is followed as agreed upon.

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5. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Client as part of this Program, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license of use other than those stated in this Agreement. The Coach reserves the right to immediately remove Client from the Program, without refund, if you Client is caught violating this intellectual property policy and/or the Terms outlined in Section 1 of this Agreement.

6. RELEASE. Company may take photographs or videos during the Program that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in the Program, Client is consenting to being recorded and photographed and to the use of Client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.

   Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Course. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties, or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization, or agreement to any Sections of this Agreement.

7. NON-DISPARAGEMENT. The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that would reasonably be construed to be derogatory or critical of, or negative toward, the Coach, the Company, or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

8. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement. Client further warrants that he/she has had the opportunity to obtain legal counsel or advice prior to entering into this Agreement.

9. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

10. LIMITATION OF LIABILITY. By using **Women’s Leadership Lab** services and purchasing this Program, Client accepts any and all risks, foreseeable or unforeseeable, arising from such transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, economic, negligent, consequential, or exemplary damages happening from the use or misuse of the Program. Client agrees that use of this Program is at user’s own risk.

11. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Albany, NY or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys’ fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

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12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York within the United States, regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and affect and shall in no way be affected, impaired, or invalidated.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

**If a member has any conflict with the scheduled meeting dates, she should notify the leader as soon as possible. She will attempt to accommodate requested changes with consent from the remainder of the group.**