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TERMS OF SERVICE AGREEMENT

C-SUITE READINESS

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I. PREAMBLE

I.1. This Terms of Service Agreement (“Agreement”), provided by C-Suite Readiness (“C-Suite Readiness,” “we,” or “us”), applies to your access to and use of our website, mobile applications, and other online products and services (collectively, the “Services”).

I.2. By accessing or using the C-Suite Readiness website at c-suitereadiness.com (the “Website”), installing or using any mobile application(s), signing up for a Membership with C-Suite Readiness, accessing or using any content, information, services, features, or resources available or enabled via the Website or mobile application(s), clicking on a button or taking any other action to signify your acceptance of these terms, or completing the account registration process, you agree that: (1) you have read, understand, and agree to be bound by this Agreement; (2) you are of legal age in your jurisdiction of residence to form a binding contract with C-Suite Readiness; and (3) you have the authority to enter into this Agreement personally and, if applicable, on behalf of any company, organization, or other legal entity on whose behalf you use the Services and to bind that entity to this Agreement.

I.3. The term “you” refers to the individual or legal entity, as applicable, identified as the end user when you registered through the Website. Except as otherwise provided herein, if you do not agree to be bound by this Agreement, you may not access or use any of the Services.

I.4. C-Suite Readiness is a professional community dedicated to women’s leadership development. By accessing or using the Services, you agree to abide by the terms and conditions outlined in this Agreement, as may be amended from time to time by C-Suite Readiness.

I.5. If you are accessing or using the Services on behalf of a business, you represent and warrant that you have authority to bind the respective business by the terms of this Agreement. C-Suite Readiness may modify this Agreement at any time in its sole discretion.

I.6. If you have any questions or concerns about these terms, the C-Suite Readiness customer support team is available to assist you. Contact information is provided on the Website.

II. DEFINITIONS & INTERPRETATION

“Account” The personal profile created by a Member or User upon Registration for access to the Services, including login credentials, membership status, and activity history.

“Applicable Law” Any statute, regulation, rule, ordinance, order, directive, or other requirement of any governmental authority applicable to C-Suite Readiness or a User, including federal, state, and local laws of the United States.

“Coaching Services” One-on-one or group executive coaching sessions provided to Members by Coaches through or in connection with C-Suite Readiness, including personality assessments, stakeholder needs analyses, and the development of individualized action plans.

“Coach(es)” Independent certified executive coaches, psychologists, or other qualified professionals engaged by or through C-Suite Readiness to deliver Coaching Services or facilitate Educational Programs. Coaches are independent contractors and are not employees, partners, agents, or joint venturers of C-Suite Readiness.

“Community Guidelines” The rules, standards of conduct, and behavioral expectations established by C-Suite Readiness to govern Member interactions within the Community Platform, at Events, and in connection with the Services, as may be amended from time to time.

“Community Platform” The online community portal operated by C-Suite Readiness at community.c-suitereadiness.com (or any successor URL), through which Members access forums, discussions, resources, and networking features.

“Content” Any text, images, graphics, videos, audio recordings, documents, assessments, frameworks, templates, or other materials uploaded, posted, transmitted, or made available on or through the Services by C-Suite Readiness, its Coaches, or its Members.

“Educational Programs” Structured learning experiences offered through the Services, including peer-to-peer learning groups, mentor-led networking groups, workshops, fireside chats, speaker series, and curated learning tracks (such as Women’s Entrepreneurship, Elevate Your Career, and Management Essentials).

“Event(s)” Virtual or in-person gatherings organized or hosted by C-Suite Readiness for Members, including networking events, learning sessions, speaker events, site visits to member businesses, and any other organized activities.

“Intellectual Property” Patents, trademarks, service marks, copyrights, trade secrets, proprietary coaching methodologies, assessment tools, curricula, and any other intellectual property rights recognized under Applicable Law.

“Member” An individual who has been accepted into C-Suite Readiness following the application process described in Section IV, has agreed to be bound by this Agreement, and maintains an active Membership.

“Membership” The status granted to an individual upon acceptance by C-Suite Readiness, entitling the Member to access the Services associated with their Membership Plan, subject to the terms of this Agreement.

“Membership Plan” The specific tier of Membership selected by or assigned to a Member, as described in Section V (e.g., Foundations Plan, Mastery Plan, or Individual Leadership Coaching), together with its associated benefits, pricing, and terms.

“Payment” All fees, dues, and charges payable by a Member in connection with their Membership Plan, as described in Section V.4.

“Payment Processing Provider” A third-party payment services provider engaged by C-Suite Readiness to process Payments on its behalf.

“Podcast Content” Audio and video episodes of “HerStory to the Top” and any other podcast series produced by or on behalf of C-Suite Readiness, together with associated show notes, transcripts, and supplementary materials.

“Privacy Policy” The privacy policy of C-Suite Readiness, attached hereto as Addendum A and incorporated by reference, which describes C-Suite Readiness’s practices concerning the collection, use, and protection of personal information.

“Registration” The process by which a User creates an Account by providing the required information, accepting this Agreement, and activating the Account.

“Resource Library” The curated collection of articles, guides, templates, toolkits, recorded sessions, and other educational materials made available to Members through the Services.

“Services” Collectively, the Website, Community Platform, mobile application(s) (if any), Coaching Services, Educational Programs, Events, Podcast Content, Resource Library, and all

other content, information, features, and functionality made available by C-Suite Readiness to Users and Members.

“User(s)” Any individual who accesses, browses, or interacts with the Website or any portion of the Services, whether or not such individual is a registered Member. Where this Agreement refers specifically to “Members,” the provision applies only to individuals holding an active Membership.

“Website” The website operated by C-Suite Readiness at c-suitereadiness.com, including all subdomains and successor URLs.

II.1. These definitions are provided for clarity and ease of reference throughout this Agreement. Any capitalized terms not defined in this Section shall be interpreted in accordance with their ordinary and customary meaning or as defined elsewhere in this Agreement.

II.2. In this Agreement, unless the context otherwise requires: (a) references to Sections, Addenda, or Schedules are references to sections of, and addenda or schedules to, this Agreement; (b) words in the singular include the plural and vice versa; (c) headings are for convenience only and do not affect interpretation; and (d) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation.”

III. GENERAL PROVISIONS

III.1. The terms of use of the Services are set out in this Agreement. Each User of the Services is required to review and familiarize themselves with this Agreement before accessing or using the Services.

III.2. Guests (i.e., Users who have not completed Registration or do not hold an active Membership) may access only those limited features of the Services that are publicly available, subject to the terms of this Agreement and Applicable Law.

III.3. C-Suite Readiness offers a membership-based professional community for women’s leadership development. The Services include, but are not limited to, executive coaching, peer-to-peer learning groups, mentorship, networking events, educational programs, podcast content, and a curated resource library. To apply for Membership, please visit c-suitereadiness.com/membership.

III.4. Nature of Coaching and Educational Services. Members acknowledge and agree that:

a) All Coaching Services and Educational Programs are provided by Coaches and facilitators, as applicable, and not by C-Suite Readiness directly. Coaches are independent contractors, not employees, partners, representatives, agents, or joint venturers of C-Suite Readiness.

b) C-Suite Readiness does not itself perform Coaching Services or deliver Educational Programs. C-Suite Readiness may, however, curate, coordinate, monitor, and facilitate the delivery of such services through the Services.

c) Coaching Services and Educational Programs are intended for professional and personal development purposes only. They do not constitute therapy, medical advice, psychological counseling, legal advice, financial advice, or any other form of licensed professional service.

d) No specific professional, career, or financial outcome is guaranteed as a result of participating in any Coaching Service, Educational Program, Event, or other component of the Services.

e) Members participate in Coaching Services and Educational Programs at their own risk and are solely responsible for any decisions or actions taken on the basis of guidance, advice, or information received through the Services.

III.5. Eligibility. In order to access the Services, each User must: (a) be at least eighteen (18) years of age; (b) be of legal age in their jurisdiction of residence to form a binding contract, or have had this Agreement reviewed and agreed to by a parent or legal guardian on their behalf; and (c) not be a person barred from using the Services under the laws of the United States or any other applicable jurisdiction. By using the Services, each User represents and warrants that they meet all eligibility requirements set forth in this Section. C-Suite Readiness reserves the

right to refuse access to any individual and to modify these eligibility criteria at any time, in its sole discretion.

III.6. Modifications to Agreement. C-Suite Readiness may modify this Agreement at any time in its sole discretion by posting the revised terms on the Website. Material changes will be communicated to Members via the email address associated with their Account or through a prominent notice on the Website or Community Platform. Continued use of the Services following such notice constitutes acceptance of the modified Agreement. If a Member does not agree with any modification, their sole remedy is to cancel their Membership in accordance with the cancellation provisions of this Agreement.

III.7. Relationship of the Parties. Nothing in this Agreement creates any agency, partnership, joint venture, employment, or franchise relationship between C-Suite Readiness and any User or Member. Members are not authorized to make any representation, warranty, or commitment on behalf of C-Suite Readiness.

III.8. Communications. By becoming a Member, you consent to receive communications from C-Suite Readiness by email, through the Community Platform, or by other electronic means, including communications regarding your Membership, Events, Educational Programs, and updates to this Agreement. You may opt out of non-essential marketing communications at any time by following the unsubscribe instructions in such communications or by updating your Account preferences.

III.9. Customer Support. If you have any questions or concerns about these terms or the Services, our support team is available to assist you. Contact information is provided on the Website.

IV. APPLICATION FOR MEMBERSHIP

IV.1. When a User submits a Membership application, they are making an offer to join C-Suite Readiness which, if accepted, will result in a legally binding contract.

IV.2. By submitting the Membership application, the User confirms that their Membership with C-Suite Readiness is governed by: (a) the Privacy Policy attached hereto as Addendum A; and (b) the Cookies Policy attached hereto as Addendum B.

IV.3. Acceptance as a Member is at C-Suite Readiness's sole discretion and subject to: (a) the applicant demonstrating that they have met the criteria required for the applicable Membership Plan; and (b) receipt of the Payment outlined in Section V.6.

IV.4. The applicant warrants that all information provided to C-Suite Readiness on application for Membership is true and accurate at the point of submission. Failure to provide true and accurate information may result in the application being refused or Membership being revoked without refund.

IV.5. C-Suite Readiness may decline any application at its absolute discretion and is not bound to communicate its reasons.

IV.6. A Membership Plan is non-transferable and non-transmissible.

IV.7. A Member shall not be entitled to any privileges of Membership described in Sections V and VI until Payment has been made in full.

V. MEMBERSHIP PLANS

V.1. Overview. C-Suite Readiness offers three Membership Plans, each designed to support women's professional growth at different levels of engagement. The specific benefits associated with each Plan are described in Sections V.2 through V.4 below. All Membership Plans are

subject to the application, acceptance, payment, renewal, and cancellation terms set forth in this Section V.

V.2. Foundations Plan

V.2.1. The Foundations Plan provides Members with access to the following core benefits:

- a) Access to the Resource Library, including curated articles, guides, templates, and toolkits.
- b) Access to Podcast Content, including all episodes of “HerStory to the Top” and associated materials.
- c) Invitations to C-Suite Readiness networking Events, including virtual and in-person gatherings.
- d) Eligibility for featured speaker opportunities at selected Events.
- e) Participation in the C-Suite Readiness book club.
- f) The ability to purchase Executive Coaching packages at Member-exclusive rates, subject to availability and separate pricing.

V.3. Mastery Plan

V.3.1. The Mastery Plan includes all benefits of the Foundations Plan, together with the following additional benefits:

- a) Listing in the C-Suite Readiness Member Directory, accessible to other Mastery Plan and Individual Leadership Coaching Members.
- b) Enrollment in a peer-to-peer learning group, with regularly scheduled sessions facilitated by C-Suite Readiness.
- c) Assignment of a mentor from the C-Suite Readiness mentor network, subject to availability and matching criteria.
- d) Access to specialized learning tracks, including Women’s Entrepreneurship, Elevate Your Career, and Management Essentials (and such other tracks as C-Suite Readiness may offer from time to time).
- e) Monthly one-on-one Executive Coaching sessions included in the Membership fee, delivered by a certified Coach assigned through C-Suite Readiness.

V.4. Individual Leadership Coaching

V.4.1. The Individual Leadership Coaching plan is a focused, engagement-based coaching program available in the following package durations:

- a) Three (3)-month package with bi-weekly coaching sessions.
- b) Six (6)-month package with bi-weekly coaching sessions.
- c) Nine (9)-month package with bi-weekly coaching sessions.

V.4.2. Each Individual Leadership Coaching package includes:

- a) Comprehensive leadership assessments, including personality and strengths-based evaluations.
- b) A stakeholder needs analysis to identify key relationships, expectations, and opportunities within the Member’s professional environment.
- c) Individualized coaching sessions conducted by certified Coaches and/or licensed psychologists, tailored to the Member’s career objectives.
- d) Development of a customized action plan with targeted milestones and measurable outcomes.

V.4.3. Individual Leadership Coaching packages are standalone engagements. Members who also wish to access community benefits (e.g., networking Events, peer-to-peer learning groups,

Resource Library) must separately hold a Foundations Plan or Mastery Plan Membership, unless C-Suite Readiness specifies otherwise in writing.

V.5. Application and Acceptance

V.5.1. Application. Prospective Members must submit a Membership application through the Website. By submitting an application, the applicant makes an offer to join C-Suite Readiness which, if accepted, will result in a legally binding agreement governed by this Agreement, the Privacy Policy (Addendum A), and the Cookies Policy (Addendum B).

V.5.2. Review Criteria. All applications are reviewed on an individual basis. Acceptance is at the sole discretion of C-Suite Readiness and is subject to the applicant: (a) demonstrating that they meet the criteria required for the applicable Membership Plan; (b) completing any required introductory consultation or interview, as determined by C-Suite Readiness; and (c) receipt of the initial Payment as described in Section V.6.

V.5.3. Accuracy of Application Information. The applicant warrants that all information provided in connection with the application is true, accurate, and complete as of the date of submission. Failure to provide true and accurate information may result in the application being declined or, if discovered after acceptance, the Membership being revoked without refund of any Payments made.

V.5.4. Discretion to Decline. C-Suite Readiness may decline any application at its absolute discretion. C-Suite Readiness is not obligated to publish or otherwise communicate its reasons for declining an application.

V.5.5. Non-Transferability. Membership is personal to the individual Member and is non-transferable and non-transmissible. A Member may not assign, delegate, or otherwise transfer their Membership or any rights or benefits under this Agreement to any other person or entity without the prior written consent of C-Suite Readiness.

V.6. Payment Terms

V.6.1. Annual Subscription; Monthly Installments. Unless otherwise specified for Individual Leadership Coaching packages, Membership is offered on an annual subscription basis. The total annual fee for the applicable Membership Plan shall be divided into twelve (12) equal monthly installments. Members will receive a monthly invoice, and each installment Payment is due in full by the date specified on the invoice.

V.6.2. Individual Leadership Coaching Billing. Individual Leadership Coaching packages are billed for the full duration of the selected package (three, six, or nine months, as applicable). Payment may be made as a lump sum at the commencement of the package or in equal monthly installments over the package duration, as agreed between the Member and C-Suite Readiness at the time of enrollment.

V.6.3. Non-Refundability. All Payments made toward any Membership Plan or Individual Leadership Coaching package are strictly non-refundable, except where a refund is required by Applicable Law or is otherwise expressly provided for in this Agreement. By enrolling, the Member acknowledges and agrees to this non-refundable policy.

V.6.4. Commencement of Benefits. A Member shall not be entitled to any privileges of Membership described in this Section V until: (a) the Member's application has been accepted by C-Suite Readiness; and (b) the initial Payment has been received in full.

V.6.5. Payment Methods. All Payments shall be made through the payment methods accepted by C-Suite Readiness or its designated Payment Processing Provider. Members are responsible for ensuring that their payment information remains current and valid throughout the term of their Membership.

V.7. THIRD-PARTY PAYMENT PROCESSING

V.7.1. Designation of Payment Processing Providers

V.7.1.1. Third-Party Processors. C-Suite Readiness utilizes the payment processing services of Stripe, Inc. (“Stripe”) and Circle Technology Services, LLC (“Circle”), and such additional or successor providers as C-Suite Readiness may designate from time to time (each, a “Payment Processing Provider,” and collectively, the “Payment Processing Providers”), to facilitate the collection and processing of all Payments made in connection with Membership Plans and Individual Leadership Coaching packages.

V.7.1.2. Payment Processing Is a Third-Party Service. C-Suite Readiness does not itself process, handle, or settle payment transactions. All payment processing – including the collection, authorization, clearing, and settlement of credit card, debit card, bank transfer, and other electronic payment transactions – is performed entirely by the applicable Payment Processing Provider. The Member’s financial data, including payment card numbers, bank account details, billing addresses, and other payment credentials (collectively, “Financial Data”), is collected, transmitted, stored, and processed by the Payment Processing Provider under that provider’s own terms of service and privacy policy – not by C-Suite Readiness.

V.7.1.3. Independent Relationship. Each Payment Processing Provider is an independent third party and is not an employee, agent, partner, representative, or joint venturer of C-Suite Readiness. C-Suite Readiness does not supervise, direct, or control the payment processing operations, security practices, data handling procedures, or customer service functions of any Payment Processing Provider.

V.7.2. Member Consent to Payment Processor Terms

V.7.2.1. Agreement to Processor Terms. As a condition of making any Payment through the Services, each Member agrees to be bound by the applicable Payment Processing Provider’s terms of service, acceptable use policy, and privacy policy, as such terms may be amended by the Payment Processing Provider from time to time. The current terms of service and privacy policies of the Payment Processing Providers are available at:

a) Stripe: <https://stripe.com/legal> (Terms of Service); <https://stripe.com/privacy> (Privacy Policy).

b) Circle: The applicable terms and privacy policy as published by Circle Technology Services, LLC on its website.

V.7.2.2. No C-Suite Readiness Obligation. C-Suite Readiness is not a party to the agreement between the Member and any Payment Processing Provider. C-Suite Readiness makes no representations or warranties regarding the terms, conditions, fees, or policies of any Payment Processing Provider. The Member’s acceptance of this Agreement constitutes the Member’s acknowledgment that they have had the opportunity to review the applicable Payment Processing Provider’s terms and that they accept those terms as a condition of using the Services.

V.7.2.3. Changes to Processor Terms. The Payment Processing Providers may modify their terms of service, privacy policies, or fee structures at any time without involvement or approval from C-Suite Readiness. The Member is solely responsible for reviewing and complying with the current terms of the applicable Payment Processing Provider. C-Suite Readiness shall not be liable for any adverse effect on the Member resulting from changes to a Payment Processing Provider’s terms, policies, or fee structure.

V.7.3. Disclaimer and Limitation of Liability for Payment Processing

V.7.3.1. Comprehensive Disclaimer. To the fullest extent permitted by Applicable Law, C-Suite Readiness expressly disclaims all liability, responsibility, and obligation with respect to any Payment Processing Provider and the payment processing services provided thereby. Without limiting the generality of the foregoing, C-Suite Readiness shall not be liable for any claims, losses, damages, liabilities, costs, or expenses (including reasonable attorneys’ fees) arising from or in connection with:

a) Acts, Omissions, and Negligence. Any act, omission, error, delay, failure, negligence, misconduct, or breach of duty by Stripe, Circle, or any successor Payment Processing Provider, including errors in transaction processing, incorrect billing amounts, duplicate charges, or failure to process a refund.

b) Security Incidents. Any unauthorized transaction, data breach, security incident, cyberattack, ransomware event, identity theft, fraud, or unauthorized access to or disclosure of Financial Data or other personal information occurring within or resulting from the systems, networks, or infrastructure of any Payment Processing Provider.

c) Processing Failures. Any payment processing failure, delay, decline, timeout, or error, including failures caused by system outages, software bugs, network interruptions, or capacity limitations at the Payment Processing Provider.

d) Chargebacks and Disputes. Any chargeback, payment dispute, reversal, or retrieval request initiated by or against the Member through the Member's bank, credit card issuer, or financial institution, including any fees, penalties, or adverse consequences imposed on C-Suite Readiness or the Member as a result of such actions.

e) Data Handling. The Payment Processing Provider's collection, storage, processing, use, disclosure, retention, or deletion of the Member's Financial Data or other personal information, including any handling that does not conform to the Payment Processing Provider's stated privacy policy or that violates Applicable Law.

f) Policy and Service Changes. Any changes to the Payment Processing Provider's terms of service, fee structure, supported payment methods, service availability, geographic restrictions, or operational policies, including discontinuation of the payment processing service.

g) Third-Party Infrastructure. Any failure or degradation of the banking networks, card networks (e.g., Visa, Mastercard, American Express), telecommunications providers, cloud hosting services, or other third-party infrastructure upon which the Payment Processing Provider relies.

V.7.3.2. No Warranty. C-Suite Readiness makes no warranty, representation, or guarantee, whether express, implied, or statutory, with respect to the payment processing services provided by any Payment Processing Provider, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, accuracy, reliability, availability, or security. The Member's use of the payment processing services is entirely at the Member's own risk.

V.7.3.3. Aggregate Liability Cap. Without limiting the disclaimers set forth above, to the fullest extent permitted by Applicable Law, C-Suite Readiness's total aggregate liability to any Member for all claims arising out of or relating to payment processing under this Section V.7 shall not exceed the amount of the single monthly installment Payment most recently paid by the Member to C-Suite Readiness. This limitation applies regardless of the legal theory upon which the claim is based, including contract, tort (including negligence), strict liability, or otherwise.

V.7.4. Member Indemnification for Payment Processing Claims

V.7.4.1. Indemnification Obligation. To the fullest extent permitted by Applicable Law, the Member agrees to indemnify, defend, and hold harmless C-Suite Readiness, its officers, directors, employees, agents, Coaches, facilitators, contractors, and affiliates (collectively, the "C-Suite Indemnified Parties") from and against any and all claims, demands, actions, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and costs of investigation) arising out of or in connection with:

a) The Member's use of the payment processing services of any Payment Processing Provider, including any dispute, complaint, or claim the Member brings or threatens against Stripe, Circle, or any successor provider.

b) Any chargeback, payment dispute, reversal, or fraud claim initiated by the Member (or by the Member's bank, card issuer, or financial institution on the Member's behalf) that results in a financial loss, fee, penalty, fine, or administrative burden to any C-Suite Indemnified Party.

c) Any claim by a third party (including a bank, card issuer, payment network, regulatory authority, or other individual or entity) arising from the Member's payment activity, including claims of unauthorized use, fraud, or violation of the third party's terms.

d) The Member's failure to provide accurate, current, and complete payment information, or the Member's failure to update their payment information when required, to the extent such failure causes or contributes to a payment processing error, dispute, or claim.

e) The Member's violation of any term of this Agreement, the applicable Payment Processing Provider's terms of service, or any Applicable Law in connection with payment processing.

V.7.4.2. Defense and Control. C-Suite Readiness reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification under this Section V.7.4. In such event, the Member shall cooperate fully with C-Suite Readiness in asserting any available defenses.

V.7.5. Right to Change Payment Processing Providers

V.7.5.1. Discretion to Change. C-Suite Readiness reserves the right to add, remove, or replace any Payment Processing Provider at any time, in its sole discretion, without the prior consent of any Member.

V.7.5.2. Notice. While C-Suite Readiness is not required to provide advance notice of a change in Payment Processing Providers, C-Suite Readiness will use commercially reasonable efforts to notify Members of a material change (e.g., replacement of the primary processor) by email or through the Community Platform within a reasonable time following the change. A change in Payment Processing Provider does not modify any other term of this Agreement, including the Member's Payment obligations.

V.7.5.3. Successor Provider Standards. C-Suite Readiness represents that any successor Payment Processing Provider will be a reputable, commercially established provider that: (a) maintains commercially reasonable security standards for the protection of Financial Data; (b) complies with Payment Card Industry Data Security Standards ("PCI-DSS") to the extent required for its level of transaction processing; and (c) operates under published terms of service and a privacy policy. This representation does not constitute a guarantee of the successor provider's performance, security, or compliance, and C-Suite Readiness's disclaimers under Section V.7.3 apply equally to any successor provider.

V.7.5.4. Member Obligation Upon Change. If a change in Payment Processing Provider requires the Member to re-enter or update their payment information, the Member shall do so promptly upon request. Failure to provide updated payment information within fifteen (15) calendar days of C-Suite Readiness's request shall be treated as a missed Payment and shall be subject to the Grace Period and escalation procedures set forth in Section V.8.

V.7.6. Financial Data Flow and Privacy

V.7.6.1. Data Transmitted to Payment Processors. In order to facilitate Payment processing, C-Suite Readiness transmits the following categories of Member data to the applicable Payment Processing Provider:

a) The Member's name, as provided during Registration or Account setup.

b) The Member's email address, as associated with their Account.

c) The Member's billing address, as provided during the payment setup process.

d) The transaction amount, currency, and description (e.g., "Mastery Plan – Monthly Installment").

e) A unique Member or transaction identifier generated by C-Suite Readiness for reconciliation purposes.

V.7.6.2. Data Collected Directly by Payment Processors. The following categories of Financial Data are collected directly by the Payment Processing Provider through its own secure payment interface (e.g., Stripe's hosted payment form or checkout widget) and are not transmitted through, processed by, or stored on C-Suite Readiness's servers:

a) Full credit card or debit card numbers.

- b) Card verification codes (CVV/CVC).
- c) Card expiration dates.
- d) Bank account numbers and routing numbers.
- e) Any other payment credentials required to authorize a transaction.

V.7.6.3. Data Retained by C-Suite Readiness. For its own billing, accounting, and record-keeping purposes, C-Suite Readiness retains only the following limited transaction data:

- a) Transaction identifiers (e.g., Stripe charge IDs or Circle transaction references).
- b) Payment status (e.g., succeeded, failed, pending, refunded).
- c) Transaction amounts and dates.
- d) The last four digits of the payment card used (if provided by the Payment Processing Provider for display purposes).
- e) Billing cycle and invoice history.

V.7.6.4. No Storage of Full Payment Credentials. C-Suite Readiness confirms that it does **not** store, retain, or have access to full payment card numbers, CVV/CVC codes, card expiration dates, or bank account numbers on its own servers, databases, or systems. All such Financial Data is handled exclusively by the Payment Processing Provider.

V.7.6.5. Privacy Policy Cross-Reference. The data practices described in this Section V.7.6 supplement the Privacy Policy (Addendum A) and, to the extent of any conflict, the provisions of this Section shall control with respect to payment-related data. The existing Section III of Addendum A (Information Provided to Payment Processing Provider) should be read in conjunction with this Section and is superseded to the extent inconsistent.

V.7.7. PCI-DSS Compliance Acknowledgment

V.7.7.1. Reliance on Processor Compliance. C-Suite Readiness relies on its Payment Processing Providers' compliance with the Payment Card Industry Data Security Standards ("PCI-DSS") for the security and protection of cardholder data. Both Stripe and Circle maintain PCI-DSS Level 1 Service Provider certifications (or equivalent compliance certifications) as of the effective date of this Agreement.

V.7.7.2. C-Suite Readiness's PCI-DSS Status. Because C-Suite Readiness does not independently process, store, or transmit cardholder data, C-Suite Readiness is not required to maintain its own PCI-DSS certification. C-Suite Readiness integrates with the Payment Processing Providers through their respective hosted payment interfaces (e.g., Stripe Elements, Stripe Checkout, or equivalent hosted solutions), which are designed to ensure that cardholder data does not pass through C-Suite Readiness's servers.

V.7.7.3. No Security Guarantee. While C-Suite Readiness has selected Payment Processing Providers that maintain PCI-DSS compliance, C-Suite Readiness does not guarantee the security of any Payment Processing Provider's systems or the absolute security of the Member's Financial Data. No system of electronic data transmission or storage is completely secure. C-Suite Readiness's disclaimers under Section V.7.3 apply to all security-related claims.

V.7.8. Payment Processing Interruptions

V.7.8.1. Service Interruptions. The Member acknowledges that payment processing services are dependent on the infrastructure, systems, and operations of the Payment Processing Provider and of third-party banking and card networks. C-Suite Readiness shall not be liable for any inability to process, collect, or settle Payments caused by:

- a) Outages, maintenance windows (whether scheduled or unscheduled), or system failures at the Payment Processing Provider.
- b) Disruptions or failures in banking networks, card networks (e.g., Visa, Mastercard), or other financial infrastructure.
- c) Cybersecurity incidents, denial-of-service attacks, or other malicious activity affecting the Payment Processing Provider or its infrastructure.
- d) Force majeure events as described in Section XVI of this Agreement, to the extent they affect the Payment Processing Provider's ability to operate.

e) Regulatory actions, sanctions, or legal proceedings that affect the Payment Processing Provider's ability to process transactions.

V.7.8.2. Continuing Payment Obligation. A payment processing interruption does not excuse, defer, reduce, or eliminate the Member's underlying obligation to make Payments in accordance with Section V.6. If a scheduled Payment cannot be processed due to a service interruption, the Member remains responsible for remitting the Payment through an alternative method designated by C-Suite Readiness (if available) or upon restoration of payment processing services. C-Suite Readiness will use commercially reasonable efforts to notify Members of known payment processing interruptions and to facilitate the collection of any Payments that were delayed due to such interruptions.

V.7.8.3. Grace Period Extension. If a missed Payment under Section V.8 is attributable solely to a documented service interruption at the Payment Processing Provider (and not to the Member's insufficient funds, expired payment method, or other Member-side issue), C-Suite Readiness will extend the Grace Period described in Section V.8.1 by an additional period equal to the duration of the documented interruption, up to a maximum extension of fifteen (15) calendar days. The Member bears the burden of demonstrating that the missed Payment was caused by a payment processing interruption rather than a Member-side issue.

V.7.9. Chargebacks and Payment Disputes

V.7.9.1. Chargebacks Are Not Cancellations. A chargeback, payment dispute, reversal, or retrieval request initiated by the Member through the Member's bank, credit card issuer, or financial institution does not constitute a valid cancellation, non-renewal, or termination of Membership under this Agreement. The Member's sole methods for cancelling or not renewing a Membership are those set forth in Section XI.1 (Voluntary Cancellation by the Member). Initiating a chargeback or payment dispute is not a substitute for the cancellation process.

V.7.9.2. Chargeback as Potential Breach. If a Member initiates a chargeback or payment dispute with respect to a Payment that was validly charged under this Agreement, such action may be treated as a material breach of this Agreement. Upon receiving notice of a chargeback or dispute, C-Suite Readiness reserves the right, at its sole discretion, to:

a) Suspend Access. Immediately suspend the Member's access to some or all components of the Services, including the Community Platform, Coaching Services, Events, and Resource Library, pending resolution of the chargeback or dispute.

b) Terminate Membership. Terminate the Member's Membership in accordance with Section XI.3 (Termination by C-Suite Readiness for Cause), with all consequences described therein, including forfeiture of all pre-paid amounts and acceleration of remaining installments.

c) Recover Costs. Seek recovery from the Member of: (i) the original Payment amount that is the subject of the chargeback; (ii) any chargeback fees, penalties, or administrative costs imposed on C-Suite Readiness by the Payment Processing Provider, card network, or financial institution as a result of the dispute; and (iii) reasonable attorneys' fees and costs incurred in connection with responding to or resolving the chargeback.

d) Submit Evidence. Respond to the chargeback or dispute through the Payment Processing Provider's dispute resolution process, including by submitting evidence of the Member's agreement to this Agreement, the non-refundable Payment terms, and the services rendered.

V.7.9.3. Resolution and Reinstatement. If a chargeback or payment dispute is resolved in favor of C-Suite Readiness (i.e., the original charge is upheld), C-Suite Readiness will reinstate the Member's access to the Services within a reasonable period following confirmation of resolution, provided the Member's Account is otherwise in good standing. If the chargeback is resolved in favor of the Member (i.e., the charge is reversed), C-Suite Readiness reserves the right to treat the reversal as a non-payment event subject to the missed payment provisions of Section V.8 and to invoice the Member directly for the disputed amount.

V.7.9.4. Dispute Resolution First. C-Suite Readiness strongly encourages Members to contact C-Suite Readiness directly before initiating a chargeback or payment dispute with their bank or

card issuer. Many payment concerns – including billing errors, duplicate charges, or questions about charges – can be resolved quickly and amicably through C-Suite Readiness’s customer support. Members may also invoke the dispute resolution procedures set forth in Section XIII of this Agreement. Initiating a chargeback without first contacting C-Suite Readiness may result in unnecessary suspension of access and additional fees.

V.7.9.5. Cross-References. The provisions of this Section V.7.9 are in addition to, and do not limit, C-Suite Readiness’s rights and remedies under Section V.8 (Missed and Late Payments), Section XI.3 (Termination by C-Suite Readiness for Cause), and Section XI.4 (Pre-Paid Amounts and Refund Policy). In the event of a conflict between this Section and those Sections, the provision that affords greater protection to C-Suite Readiness shall control.

V.7.10. Survival

V.7.10.1. The disclaimers, limitations of liability, and indemnification obligations set forth in this Section V.7 shall survive the expiration or termination of the Member’s Membership for any reason. The Member’s obligation to pay any amounts owed to C-Suite Readiness as a result of chargebacks, payment disputes, or fees arising under this Section shall survive termination and shall remain enforceable in accordance with Section XI.6.4 (Post-Termination Financial Obligations).

V.8. Missed and Late Payments

V.8.1. Grace Period. If a scheduled installment Payment is not received by the due date, C-Suite Readiness will issue a written notice (via email to the address on file) informing the Member of the missed Payment. The Member shall have a grace period of fifteen (15) calendar days from the date of such notice to remit the overdue amount in full (“Grace Period”).

V.8.2. Suspension of Access. If the overdue Payment is not received within the Grace Period, C-Suite Readiness reserves the right to immediately suspend the Member’s access to some or all benefits of their Membership Plan, including access to the Community Platform, Coaching Services, Events, and the Resource Library, until the outstanding balance is resolved.

V.8.3. Termination for Non-Payment. If a Member’s account remains delinquent for more than forty-five (45) calendar days following the original due date, C-Suite Readiness may, at its sole discretion, terminate the Membership effective immediately upon written notice to the Member. In the event of termination under this clause: (a) the Member remains liable for all unpaid installments due for the remainder of the then-current annual term; and (b) no refund shall be issued for any Payments previously made.

V.8.4. Reinstatement. A former Member whose Membership was terminated for non-payment may apply for reinstatement by submitting a new application and paying all outstanding amounts owed under the prior Membership, plus any applicable reinstatement fee as determined by C-Suite Readiness. Reinstatement is not guaranteed and is subject to the same acceptance criteria set forth in Section V.5.

V.9. Term and Auto-Renewal

V.9.1. Initial Term. The initial term of each Membership subscription shall commence on the date of activation and shall continue for a period of one (1) year (“Initial Term”). For Individual Leadership Coaching packages, the initial term corresponds to the selected package duration (three, six, or nine months).

V.9.2. Automatic Renewal. Upon the expiration of the Initial Term, the Membership shall automatically renew for successive periods of equal duration (“Renewal Terms”), at the then-current pricing for the applicable Membership Plan, unless either party provides written notice of its intention not to renew in accordance with Section V.9.3.

V.9.3. Cancellation / Non-Renewal Notice. Either party may elect not to renew the Membership by providing written notice to the other party at least thirty (30) calendar days prior to the expiration of the then-current term (“Cancellation Notice Period”). Written notice from the Member must be sent to the email address designated by C-Suite Readiness for such purposes, or submitted through the Account cancellation process on the Website. Notice from C-Suite Readiness will be sent to the email address associated with the Member’s Account.

V.9.4. Effect of Non-Renewal. If proper notice of non-renewal is given:

- a) The Membership will remain active through the end of the then-current term, and the Member will retain access to all benefits of their Membership Plan until that date.
- b) No further installment Payments will be charged following the end of the then-current term.
- c) Upon expiration, the Member’s access to Membership benefits – including the Community Platform, Resource Library, Coaching Services, and Events – will be terminated.
- d) No refund shall be issued for Payments already made during the then-current term, regardless of when within that term the notice of non-renewal was submitted.

V.9.5. Mid-Term Cancellation. A Member may cancel their Membership prior to the expiration of the then-current term; however, all remaining installment Payments through the end of the term shall remain due and payable, and no refund shall be issued for Payments previously made. Upon receipt of a mid-term cancellation request, C-Suite Readiness will confirm the effective end date and the Member’s continuing obligations in writing.

V.10. Modifications to Membership Plans and Pricing

V.10.1. Right to Modify. C-Suite Readiness reserves the right to modify, add, or discontinue features, benefits, or components of any Membership Plan at any time.

V.10.2. Pricing Changes. C-Suite Readiness may adjust the pricing of any Membership Plan. Any pricing increase will take effect at the beginning of the next Renewal Term following notice to the Member.

V.10.3. Notice of Changes. C-Suite Readiness will provide Members with at least thirty (30) calendar days’ written notice prior to: (a) any material reduction in the benefits included in their current Membership Plan; or (b) any increase in pricing that would apply to their next Renewal Term. Notice will be delivered via email to the address associated with the Member’s Account or through a prominent announcement on the Community Platform.

V.10.4. Member’s Remedy. If a Member does not agree with a material modification to their Membership Plan or a pricing increase, the Member may elect not to renew by providing notice in accordance with Section V.9.3. If the modification takes effect during a current term, the Member may request a plan change to an alternative available Membership Plan; however, no refund will be issued for the current term.

V.10.5. Non-Material Changes. C-Suite Readiness may make non-material changes to Membership Plans – such as adjusting event schedules, updating Resource Library content, rotating learning tracks, or substituting Coaches of comparable qualifications – without prior notice to Members. Such changes are considered part of the ordinary operation and continuous improvement of the Services.

VI. REGISTRATION

VI.1. When registering an Account, the User agrees to provide only true, accurate, current, and complete information and to promptly update it as necessary. The User is responsible for all activities under their Account and agrees not to share their Account or password. The User agrees to notify C-Suite Readiness immediately of any unauthorized use or security breach. The User agrees not to create an Account using a false identity and will not maintain more than one

Account. C-Suite Readiness reserves the right to remove or reclaim any usernames. The User acknowledges no ownership interest in their Account.

VI.2. If the User does not want C-Suite Readiness to possess tracking information about their geographical location, the User may opt out and provide an alternative address.

VI.3. The User warrants that information provided during Registration is true, accurate, and up-to-date, and that they are duly authorized to provide this data.

VI.4. It is the User's sole responsibility to maintain confidentiality of access to their Account and protect the data from unauthorized use.

VI.5. C-Suite Readiness reserves the right to terminate this Agreement with the User if the User: (a) has not logged in for more than 365 days; (b) continues to violate the Agreement despite warnings; or (c) engages in fraudulent or deceptive conduct.

VI.6. C-Suite Readiness's authority to terminate does not limit the User's right to re-register, but C-Suite Readiness does not ensure the previous username can be restored.

VI.7. The User has the right to delete their Account at any time through profile settings or by contacting customer support. Upon deletion, this Agreement is automatically terminated.

VII. NATURE OF COACHING AND EDUCATIONAL SERVICES

VII.1. Scope and Purpose

VII.1.1. The Coaching Services, Educational Programs, Events, and other components of the Services offered by or through C-Suite Readiness are designed to support the professional development, leadership growth, and career advancement of Members. These services are educational and developmental in nature and are intended to help Members clarify goals, identify strengths, develop strategies, and build professional skills and networks.

VII.1.2. Members acknowledge that the value they derive from the Services will depend in significant part on their own effort, engagement, and willingness to apply the concepts, strategies, and guidance provided.

VII.2. Coaching Is Not Therapy, Medical Advice, or Licensed Counseling

VII.2.1. Executive coaching, as provided through or in connection with C-Suite Readiness, is a professional development practice. It is not psychotherapy, psychological counseling, mental health treatment, medical advice, psychiatric care, or any other form of licensed clinical or healthcare service, regardless of whether a Coach also holds a license in any such discipline.

VII.2.2. Coaching sessions may explore a Member's mindset, behavioral patterns, beliefs, and interpersonal dynamics as they relate to professional performance. However, the purpose of such exploration is leadership and career development – not the diagnosis, treatment, or management of any mental health condition, psychological disorder, or medical issue.

VII.2.3. Members should not use the Services as a substitute for professional medical, psychological, psychiatric, or legal advice. If a Member is experiencing a mental health crisis, emotional distress that extends beyond the scope of professional development, or any medical concern, the Member is strongly encouraged to seek appropriate care from a qualified, licensed professional.

VII.2.4. To the extent that any Coach engaged through C-Suite Readiness also holds a license as a psychologist, therapist, counselor, or other clinical professional, such Coach is not acting in that licensed capacity when delivering Coaching Services through C-Suite Readiness. No therapist-patient, counselor-client, or other clinical relationship is created between any Coach and any Member by virtue of participation in the Services.

VII.3. Independent Contractor Status of Coaches and Facilitators

VII.3.1. All Coaches, facilitators, mentors, speakers, and other professionals who deliver Coaching Services, lead Educational Programs, or participate in Events through C-Suite Readiness are independent contractors. They are not employees, partners, agents, representatives, or joint venturers of C-Suite Readiness.

VII.3.2. C-Suite Readiness does not supervise, direct, or control the professional judgment, methods, or specific advice of any Coach or facilitator. C-Suite Readiness may establish quality standards, facilitate scheduling, provide program frameworks, and monitor service delivery for the purpose of maintaining the integrity of its programs, but such activities do not create an employment or agency relationship.

VII.3.3. Members acknowledge and agree that:

a) C-Suite Readiness is not responsible for the content, accuracy, suitability, or effectiveness of any advice, opinion, guidance, recommendation, or strategy provided by a Coach, facilitator, mentor, or speaker.

b) Any claims, disputes, or grievances arising from the conduct, advice, or performance of a Coach or facilitator should be reported to C-Suite Readiness promptly. C-Suite Readiness will use reasonable efforts to address reported concerns, which may include reassigning the Member to a different Coach; however, C-Suite Readiness does not guarantee the resolution of any dispute with a Coach or facilitator.

c) C-Suite Readiness reserves the right to vet, approve, and remove Coaches and facilitators from its programs at its sole discretion, but this right does not create a duty of supervision or liability for the acts or omissions of any Coach or facilitator.

VII.4. No Guarantee of Outcomes

VII.4.1. C-Suite Readiness, its Coaches, its facilitators, and its mentors do not guarantee any specific professional, career, financial, personal, or business outcome as a result of a Member's participation in the Services, including but not limited to:

a) Promotion, salary increase, or advancement within the Member's current organization.

b) Successful transition to a new role, industry, or career path.

c) Launch, growth, or profitability of a business or entrepreneurial venture.

d) Improvement in leadership assessments, performance reviews, or other evaluations.

e) Achievement of any specific networking, relationship-building, or mentorship objective.

VII.4.2. Any testimonials, case studies, success stories, or examples of Member achievements shared by C-Suite Readiness – whether on the Website, at Events, or through Podcast Content – reflect the individual experiences of those Members and are not representations or guarantees of results that any other Member will achieve. Individual results vary based on a wide range of factors, many of which are outside the control of C-Suite Readiness.

VII.4.3. Members acknowledge that participation in the Services involves inherent uncertainty and that the decision to apply coaching insights, strategies, or recommendations to their careers, businesses, or personal lives is made entirely at the Member's own risk.

VII.5. Member Responsibility for Decisions and Actions

VII.5.1. The Member is solely responsible for all decisions, actions, and outcomes arising from or related to the Member's participation in the Services, including decisions relating to career changes, business formation or investment, financial commitments, personnel management, organizational strategy, and any other professional or personal matter.

VII.5.2. Coaching Services, Educational Programs, and other components of the Services are intended to provide information, perspective, and support to assist the Member in making their

own informed decisions. They are not a substitute for the Member's own independent judgment, and they do not constitute professional advice in any licensed discipline, including but not limited to law, accounting, tax, finance, investment, medicine, or mental health.

VII.5.3. C-Suite Readiness strongly encourages Members to consult qualified, licensed professionals before making significant career, legal, financial, or health-related decisions. Neither C-Suite Readiness nor any Coach, facilitator, or mentor shall be held liable for any loss, damage, or adverse consequence resulting from a Member's reliance on guidance, information, or recommendations obtained through the Services.

VII.5.4. Members warrant that they will not represent to any third party that any decision or action they have taken was made on the advice or recommendation of C-Suite Readiness, a Coach, or a facilitator, except with the prior written consent of C-Suite Readiness.

VII.6. Confidentiality Expectations and Limits

VII.6.1. General Confidentiality Expectation. C-Suite Readiness fosters an environment of trust, openness, and mutual respect. All Members are expected to treat information shared within Coaching Services, Educational Programs, peer learning groups, mentorship interactions, Events, and Community Platform discussions as confidential, unless the sharing party has expressly indicated otherwise.

VII.6.2. Coaching Sessions. The content of one-on-one and group Coaching Sessions –including goals, challenges, strategies, personal disclosures, and assessment results – shall be treated as confidential by both the Coach and the Member, subject to the following limits:

a) Aggregated and De-Identified Information. C-Suite Readiness and its Coaches may use aggregated, anonymized, or de-identified information derived from Coaching Sessions for the purposes of program improvement, research, reporting, and marketing, provided that no individual Member is identifiable from such information.

b) Quality Assurance. C-Suite Readiness may request that Coaches provide general progress updates, participation status, and program-level feedback regarding a Member's engagement with Coaching Services for the purpose of maintaining quality standards. Such updates shall not include the specific content of Coaching Sessions unless the Member provides written consent.

c) Corporate-Sponsored Memberships. Where a Member's Membership or Coaching package is sponsored or paid for by a third party (including an employer), C-Suite Readiness will not disclose the specific content of individual Coaching Sessions to the sponsoring party without the Member's prior written consent. The sponsoring party may, however, receive confirmation of the Member's participation status and general engagement metrics (e.g., attendance at scheduled sessions).

d) Legal and Safety Exceptions. Notwithstanding any confidentiality expectation, C-Suite Readiness and its Coaches reserve the right to disclose information obtained in Coaching Sessions to the extent required: (i) by Applicable Law, regulation, or legal process (including a subpoena, court order, or government investigation); (ii) to prevent imminent harm to the Member or to a third party; or (iii) to report suspected abuse, neglect, or other conduct that Applicable Law requires or authorizes to be reported.

VII.6.3. Peer Learning Groups and Mentorship. Members participating in peer-to-peer learning groups and mentorship relationships are expected to maintain the confidentiality of all information shared by other participants during those interactions. Specifically:

a) Members shall not disclose the identity, business affairs, career circumstances, or personal disclosures of other group members or mentees to any third party outside the group or mentorship relationship without the express consent of the individual concerned.

b) Members may discuss general themes, takeaways, and learnings from peer learning groups externally, provided such discussions do not identify specific individuals or reveal confidential details shared by others.

c) Facilitators of peer learning groups may share aggregated themes and participation feedback with C-Suite Readiness for program improvement purposes, but shall not disclose specific Member contributions without consent.

VII.6.4. Community Platform and Events. Content shared on the Community Platform or during Events is accessible to other Members and, in some cases, to invited guests. Members should exercise appropriate judgment when sharing sensitive personal or business information in these settings. Specifically:

a) Information shared in open forums, discussion threads, or public Event sessions is considered shared with the community at large and is not subject to the same confidentiality obligations as Coaching Sessions or peer learning groups.

b) Where an Event or discussion is designated by C-Suite Readiness as “off the record,” “private,” or subject to a specific confidentiality protocol (such as Chatham House Rule), all participants are bound by the stated protocol.

c) Members shall not record (audio, video, or screen capture) any Coaching Session, peer learning group session, or Event without the prior written consent of C-Suite Readiness and all participants present. Unauthorized recording constitutes a material breach of this Agreement and may result in immediate suspension or termination of Membership.

VII.6.5. No Attorney-Client or Other Privileged Relationship. The confidentiality expectations described in this Section are contractual in nature. They do not create an attorney-client, therapist-patient, physician-patient, or other legally privileged relationship between C-Suite Readiness, any Coach, and any Member. Members should be aware that communications within the Services may not be protected by any evidentiary privilege and could, in certain circumstances, be subject to disclosure in legal proceedings.

VII.6.6. Breach of Confidentiality. Any Member who breaches the confidentiality obligations set forth in this Section may be subject to disciplinary action by C-Suite Readiness, including but not limited to: (a) a written warning; (b) temporary suspension of access to specific Services; (c) permanent removal from a peer learning group or mentorship pairing; or (d) termination of Membership, in each case at C-Suite Readiness’s sole discretion. Termination or suspension for a confidentiality breach shall not relieve the Member of any outstanding Payment obligations under Section V. C-Suite Readiness additionally reserves the right to pursue any remedies available under Applicable Law, including injunctive relief and damages.

VII.6.7. Survival. The confidentiality obligations set forth in this Section shall survive the expiration or termination of the Member’s Membership for a period of two (2) years following the effective date of termination or expiration, except where a longer period is required by Applicable Law.

VIII. MEMBER CONDUCT AND EVENT PARTICIPATION

VIII.1. Code of Conduct

VIII.1.1. Guiding Principles. C-Suite Readiness is built on the shared commitment of its Members to foster an inclusive, supportive, and professional community. Every Member is expected to engage with fellow Members, Coaches, facilitators, mentors, speakers, guests, and C-Suite Readiness staff with integrity, respect, and a spirit of mutual encouragement – whether interacting on the Community Platform, in peer learning groups, during Coaching Sessions, at virtual Events, or at in-person gatherings.

VIII.1.2. Standards of Behavior. By participating in the Services, each Member agrees to uphold the following standards at all times:

a) **Respect and Professionalism.** Treat all individuals with courtesy, dignity, and respect. Disagreements should be expressed constructively and in good faith. Members shall refrain

from personal attacks, condescension, intimidation, bullying, or any form of hostile or demeaning conduct.

b) Inclusivity and Non-Discrimination. C-Suite Readiness welcomes Members from diverse backgrounds, industries, and perspectives. Members shall not engage in conduct or speech that discriminates against, harasses, or demeans any individual on the basis of race, ethnicity, national origin, religion, age, disability, sexual orientation, gender identity, marital status, socioeconomic background, or any other characteristic protected by Applicable Law.

c) Anti-Harassment. Harassment of any kind is strictly prohibited. Harassment includes, but is not limited to: unwelcome sexual advances, requests for sexual favors, sexually suggestive comments or imagery, threats or intimidation (whether explicit or implied), stalking, sustained disruption of Events or group sessions, and any other conduct that creates a hostile, offensive, or intimidating environment for any participant.

d) Honesty and Good Faith. Members shall represent themselves, their professional backgrounds, their accomplishments, and their business affiliations truthfully. Misrepresentation of credentials, experience, or identity constitutes a material breach of this Agreement.

e) No Unauthorized Solicitation. Members shall not use the Services, the Community Platform, Events, peer learning groups, or any other component of the community primarily as a vehicle for unsolicited commercial solicitation, sales pitches, recruitment, or self-promotion, unless expressly authorized by C-Suite Readiness. Sharing professional expertise, resources, and opportunities in a manner that adds value to the community is welcomed; aggressive, repetitive, or unwanted solicitation is not.

f) Compliance with Law. Members shall comply with all Applicable Law in connection with their participation in the Services and shall not use the Services to facilitate, promote, or engage in any unlawful activity.

g) Respect for Intellectual Property. Members shall respect the Intellectual Property rights of C-Suite Readiness, other Members, Coaches, speakers, and third parties. Members shall not reproduce, distribute, or commercially exploit any Content, coaching materials, assessment tools, learning track materials, or Event recordings without the express prior written consent of the rights holder.

VIII.2. Virtual Event and Platform Conduct

VIII.2.1. In addition to the general standards in Section VIII.1, the following expectations apply to participation in virtual Events, webinars, online peer learning groups, and interactions on the Community Platform:

a) Camera and Participation. Members are encouraged to enable their cameras during live virtual sessions to foster engagement and connection. However, camera use is not mandatory unless specified by C-Suite Readiness or the session facilitator for a particular Event.

b) No Recording or Screen Capture. Members shall not record (audio, video, or screen capture) any virtual Event, Coaching Session, or peer learning group session without the prior written consent of C-Suite Readiness and all participants present. This prohibition applies to all recording methods, including but not limited to built-in platform recording features, third-party software, and external devices.

c) Muting and Disruption. Members shall use the mute function when not speaking to minimize background noise. Persistent disruption of virtual sessions – including inappropriate use of chat, screen sharing of unauthorized content, or repeated interruptions – may result in removal from the session by the host or facilitator.

d) Platform Conduct. All posts, comments, messages, and other contributions to the Community Platform must comply with the Code of Conduct set forth in Section VIII.1. Members shall not post spam, unsolicited advertisements, chain communications, misleading content, or material that is obscene, defamatory, threatening, or otherwise objectionable.

e) Profile Accuracy. Members shall maintain an accurate and up-to-date profile on the Community Platform, including their name, professional title, and industry. The use of false identities, impersonation of other individuals, or creation of multiple accounts is prohibited.

VIII.3. In-Person Event Conduct

VIII.3.1. In addition to the general standards in Section VIII.1, the following expectations apply to attendance and participation at in-person Events hosted or organized by C-Suite Readiness:

a) Venue Rules. Members shall comply with all rules, policies, and instructions of the venue at which an Event is held, including health and safety requirements, capacity limits, and any access restrictions.

b) Responsible Conduct. Members shall conduct themselves in a professional manner appropriate to the setting. Events hosted at Member-owned businesses, restaurants, or private venues are extended as a privilege; any damage to the venue or its property caused by a Member's negligent or intentional conduct shall be the sole financial responsibility of that Member.

c) Alcohol and Substance Use. Where alcoholic beverages are served at an Event, Members are expected to consume responsibly. C-Suite Readiness reserves the right to refuse service of alcohol to any attendee and to ask any attendee whose behavior becomes disruptive or unsafe to leave the Event.

d) Guest Policy. Members may bring guests to in-person Events only where expressly permitted by C-Suite Readiness for a specific Event. Guests must be identified at the time of registration or RSVP. The sponsoring Member is responsible for ensuring that their guest(s) comply with this Agreement, and the Member assumes full responsibility for the conduct of any guest they bring.

e) Accessibility. C-Suite Readiness is committed to making its Events accessible. Members who require accommodations for a disability or other condition are encouraged to notify C-Suite Readiness in advance so that reasonable arrangements can be made.

VIII.4. Confidentiality of Community Discussions

VIII.4.1. Community Confidentiality Standard. The trust that Members place in the C-Suite Readiness community depends on the expectation that sensitive personal, career, and business information shared within the community will be treated with discretion. Without limiting the confidentiality obligations set forth in Section VII.6 (Confidentiality Expectations and Limits), the following additional standards apply to community interactions:

a) Default Expectation. Unless a discussion is designated as public by C-Suite Readiness or the speaker, Members shall treat all information shared during Events, peer learning groups, mentorship conversations, and private Community Platform channels as confidential. Members shall not disclose, forward, screenshot, or otherwise share the specific statements, identities, business details, or personal disclosures of other Members outside of the community without the express consent of the individual(s) concerned.

b) Designated Confidentiality Protocols. C-Suite Readiness may designate specific Events or sessions as subject to heightened confidentiality protocols, such as Chatham House Rule (where information may be shared externally, but the identity of the speaker may not be attributed). Where such a designation is made, it will be communicated to participants at the start of the session, and all participants are bound by the stated protocol.

c) Public Content Distinction. Content that is published on the public-facing portions of the Website, shared via the podcast, posted to C-Suite Readiness social media channels, or included in marketing materials is not considered confidential community information. Members

featured in such content will have provided their consent in accordance with Section VIII.5 (Photography and Media Release).

VIII.5. Photography and Media Release

VIII.5.1. Grant of Rights. By attending any in-person Event organized or hosted by C-Suite Readiness, the Member grants to C-Suite Readiness, its affiliates, contractors, and authorized representatives a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to capture, use, reproduce, modify, distribute, display, and create derivative works from the Member's name, likeness, voice, image, photograph, video recording, and statements ("Media Content") in any medium now known or hereafter developed, including but not limited to:

- a) The Website, Community Platform, and social media accounts operated by C-Suite Readiness.
- b) Promotional materials, advertisements, newsletters, and email campaigns.
- c) Podcast Content, video content, and press releases.
- d) Internal presentations, pitch decks, and reports prepared by C-Suite Readiness.

VIII.5.2. No Compensation. The Member acknowledges that no compensation, royalty, or other payment is or will be due to the Member in connection with C-Suite Readiness's use of the Media Content, and the Member waives any right to inspect or approve any finished product in which the Media Content appears.

VIII.5.3. Right of Withdrawal. A Member who does not wish to be photographed, recorded, or otherwise included in Media Content at an in-person Event must notify C-Suite Readiness in writing (including by email) at least forty-eight (48) hours prior to the Event, or inform the on-site C-Suite Readiness event coordinator at the start of the Event. C-Suite Readiness will make commercially reasonable efforts to honor such requests; however, it cannot guarantee that the Member will not appear incidentally in wide-angle, group, or ambient photographs or recordings.

VIII.5.4. Removal Requests. If a Member identifies specific Media Content in which they appear and wishes to request its removal from C-Suite Readiness's channels, the Member may submit a written request to C-Suite Readiness. C-Suite Readiness will evaluate such requests in good faith and will use commercially reasonable efforts to remove or obscure the Member's likeness from materials within its reasonable control; however, C-Suite Readiness cannot guarantee removal from third-party platforms, cached content, or materials that have already been distributed.

VIII.5.5. Member-Created Media. Where C-Suite Readiness authorizes Members to photograph or record portions of an Event (e.g., a designated "photo-friendly" segment), Members may share such personal photographs on their own social media channels, provided they: (a) tag or credit C-Suite Readiness where reasonably practicable; (b) do not use the images for commercial purposes without the prior written consent of C-Suite Readiness; and (c) respect the wishes of any individual who has asked not to be photographed.

VIII.6. Assumption of Risk for In-Person Attendance

VIII.6.1. Voluntary Participation. Attendance at in-person Events organized or hosted by C-Suite Readiness is entirely voluntary. By choosing to attend an in-person Event, the Member acknowledges that participation involves inherent risks, including but not limited to risks associated with:

- a) Travel to and from the Event venue, including transportation delays, traffic incidents, and weather-related hazards.
- b) Physical conditions at the venue, including slips, trips, falls, and other accidents.
- c) Exposure to communicable diseases, allergens, or other health hazards.

d) Consumption of food and beverages provided at the Event, including potential allergic reactions.

e) Interaction with other attendees, guests, venue staff, and third parties.

f) Acts of third parties, including theft, assault, or other criminal conduct at or near the venue.

VIII.6.2. Assumption of Risk. By attending an in-person Event, the Member voluntarily assumes all risks associated with such attendance, whether known or unknown, foreseeable or unforeseeable, to the fullest extent permitted by Applicable Law. The Member acknowledges that C-Suite Readiness has no obligation to provide medical, security, or emergency response services at Events, and that such services, if available, are provided by the venue or third parties and are outside C-Suite Readiness's control.

VIII.6.3. Release of Liability. To the fullest extent permitted by Applicable Law, the Member hereby releases, waives, and discharges C-Suite Readiness, its officers, directors, employees, agents, Coaches, facilitators, contractors, and affiliates from any and all claims, liabilities, demands, causes of action, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way relating to the Member's attendance at or participation in any in-person Event, except to the extent caused by the gross negligence or willful misconduct of C-Suite Readiness.

VIII.6.4. Health and Safety Protocols. C-Suite Readiness may, from time to time, implement health and safety protocols for in-person Events (e.g., vaccination requirements, health screenings, mask mandates) in response to public health conditions or venue requirements. Members agree to comply with all such protocols as a condition of attendance. C-Suite Readiness reserves the right to deny entry to any Member who declines to comply with applicable health and safety protocols, without refund of any Event-specific fees or Membership Payments.

VIII.6.5. Member's Duty to Disclose. Members who have a medical condition, allergy, dietary restriction, or physical limitation that may be relevant to their safe participation in an in-person Event are encouraged to disclose such information to C-Suite Readiness in advance so that reasonable accommodations can be considered. C-Suite Readiness is not responsible for any adverse outcome resulting from a Member's failure to disclose relevant health or safety information.

VIII.7. Enforcement and Disciplinary Measures

VIII.7.1. Right to Enforce. C-Suite Readiness reserves the right, but is not obligated, to monitor Member conduct across all components of the Services – including the Community Platform, Coaching Sessions, peer learning groups, virtual Events, and in-person Events – for compliance with this Agreement and the Community Guidelines.

VIII.7.2. Reporting. Any Member who witnesses or experiences conduct that they believe violates this Agreement is encouraged to report it to C-Suite Readiness promptly. Reports may be submitted via the contact methods provided on the Website or by notifying a C-Suite Readiness staff member or event coordinator directly. C-Suite Readiness will treat reports with discretion and will not retaliate against any Member for making a good-faith report.

VIII.7.3. Investigation. Upon receiving a report of potential misconduct, C-Suite Readiness may, at its sole discretion, investigate the matter by any means it considers appropriate, including reviewing Community Platform activity, interviewing the reporting Member, the respondent, and any witnesses, and consulting with Coaches or facilitators. C-Suite Readiness is not required to follow any specific investigative procedure and is not obligated to disclose the details or outcome of any investigation to any party, except as required by Applicable Law.

VIII.7.4. Disciplinary Actions. If C-Suite Readiness determines, in its sole discretion, that a Member has violated this Agreement, the Community Guidelines, or any applicable code of

conduct, C-Suite Readiness may take one or more of the following actions, depending on the nature and severity of the violation:

- a) Informal Warning.** A private verbal or written communication advising the Member of the concern and requesting a change in behavior.
- b) Formal Written Warning.** A documented written notice specifying the violation, the expected corrective action, and the consequences of further violations.
- c) Content Removal or Restriction.** Removal, editing, or restriction of any Content posted by the Member on the Community Platform, without prior notice.
- d) Temporary Suspension.** Suspension of the Member's access to some or all benefits of their Membership Plan for a specified period. During suspension, the Member's Payment obligations remain in full force.
- e) Removal from Specific Programs.** Permanent removal from a specific peer learning group, mentorship pairing, coaching engagement, or Event series, with or without reassignment to an alternative.
- f) Immediate Removal from an Event.** Removal from an in-person or virtual Event in progress, with no refund of any Event-specific fee or Membership Payment.
- g) Termination of Membership.** Immediate termination of the Member's Membership, with revocation of all access to the Services. In the event of termination under this clause: (i) no refund shall be issued for any Payments previously made; (ii) all remaining installment Payments for the then-current term shall remain due and payable in full; and (iii) the Member's access to the Community Platform, Resource Library, Coaching Services, Events, and all other benefits shall cease immediately.

VIII.7.5. Escalation and Proportionality. C-Suite Readiness will generally endeavor to apply disciplinary measures in a manner proportionate to the severity of the violation. However, C-Suite Readiness reserves the right to proceed directly to any level of disciplinary action – including immediate termination – without prior warning, where the conduct at issue, in C-Suite Readiness's sole judgment:

- a)** Constitutes harassment, discrimination, threats of violence, or any other conduct that endangers the safety or well-being of any individual.
- b)** Involves fraud, misrepresentation, or dishonesty regarding the Member's identity, credentials, or professional background.
- c)** Causes or is likely to cause significant reputational, legal, or financial harm to C-Suite Readiness, its Members, its Coaches, or its partners.
- d)** Constitutes a violation of Applicable Law.
- e)** Involves unauthorized recording, reproduction, or distribution of confidential community discussions, Coaching Sessions, or proprietary Content.

VIII.7.6. No Appeal Right. Disciplinary decisions made by C-Suite Readiness under this Section are final. C-Suite Readiness is not obligated to provide a formal appeal process or to reverse any disciplinary action once taken. Notwithstanding the foregoing, a Member who believes that a disciplinary action was taken in error may submit a written statement to C-Suite Readiness, which C-Suite Readiness will review in good faith but is not obligated to act upon.

VIII.7.7. Preservation of Rights. The exercise of any disciplinary measure under this Section does not limit or waive any other right or remedy available to C-Suite Readiness under this Agreement or Applicable Law, including the right to seek injunctive relief, damages, or other legal remedies. Disciplinary action taken against a Member does not relieve that Member of any financial obligations, confidentiality obligations, or indemnification obligations under this Agreement.

VIII.7.8. Survival. The obligations of Members under this Section VIII – including the Code of Conduct, confidentiality of community discussions, and the photography and media release – shall survive the expiration or termination of the Member's Membership to the extent applicable.

IX. DIGITAL COMMUNITY PLATFORM AND VIRTUAL CONDUCT

IX.1. Platform Overview and Access

IX.1.1. The Community Platform. C-Suite Readiness operates a digital community platform at community.c-suitereadiness.com, or such successor URL as C-Suite Readiness may designate from time to time (the “Community Platform”). The Community Platform provides Members with access to discussion forums, private and group messaging, resource channels, event announcements, peer learning group spaces, member directories, podcast archives, and such other features as C-Suite Readiness may introduce or discontinue at its discretion.

IX.1.2. Access Tiers. Access to specific areas and features of the Community Platform may vary by Membership Plan. C-Suite Readiness reserves the right to designate certain forums, channels, or features as available only to Members holding a particular Membership Plan (e.g., the Member Directory may be restricted to Mastery Plan and Individual Leadership Coaching Members, as described in Section V.3.1(a)). C-Suite Readiness will make reasonable efforts to communicate access-tier distinctions on the Website and within the Community Platform.

IX.1.3. Account Security. Each Member is responsible for maintaining the security and confidentiality of their Community Platform login credentials. Members shall not share, disclose, or permit any third party to use their login credentials or access the Community Platform through the Member’s Account. The Member is solely responsible for all activity that occurs under their Account, whether or not authorized by the Member. If a Member suspects unauthorized access to their Account, they must notify C-Suite Readiness immediately.

IX.1.4. Platform Availability. C-Suite Readiness will use commercially reasonable efforts to maintain the availability of the Community Platform; however, C-Suite Readiness does not guarantee uninterrupted, error-free, or secure access. The Community Platform may be temporarily unavailable due to scheduled maintenance, unscheduled outages, software updates, third-party service disruptions, or circumstances beyond C-Suite Readiness’s reasonable control. C-Suite Readiness shall not be liable for any loss, damage, or inconvenience arising from platform downtime.

IX.2. Acceptable Use of Community Forums and Messaging

IX.2.1. General Standard. All use of the Community Platform – including posts to public and private forums, comments, replies, direct messages, group messages, and any other form of communication – must comply with this Agreement, the Community Guidelines, and the Code of Conduct set forth in Section VIII.1. The Community Platform is a professional space; Members are expected to engage with the same level of courtesy, substance, and integrity they would bring to an in-person professional setting.

IX.2.2. Permitted Uses. Members may use the Community Platform for the following purposes:

a) Professional Discussion. Sharing insights, questions, experiences, and perspectives related to leadership, career development, entrepreneurship, industry trends, and other topics relevant to the community’s professional mission.

b) Peer Support and Encouragement. Offering constructive advice, mentorship, encouragement, and support to fellow Members in a manner consistent with the community’s values.

c) Resource Sharing. Sharing articles, tools, books, events, job opportunities, and other resources that are genuinely relevant and valuable to the community, provided such sharing does not constitute solicitation as defined in Section IX.4.

d) Networking and Collaboration. Initiating professional connections, exploring collaboration opportunities, and coordinating activities related to peer learning groups, mentorships, and C-Suite Readiness programs.

e) Event Engagement. RSVPing to Events, participating in event-related discussions, and sharing feedback on Events in designated channels.

IX.2.3. Prohibited Uses. Members shall not use the Community Platform for any of the following purposes:

a) Harmful or Offensive Content. Posting, transmitting, or linking to content that is threatening, harassing, defamatory, obscene, sexually explicit, hateful, discriminatory, or otherwise objectionable, as determined by C-Suite Readiness in its sole discretion.

b) Misinformation. Deliberately posting false, misleading, or deceptive information, including fabricated testimonials, misleading credentials, or unsubstantiated claims presented as fact.

c) Impersonation. Impersonating any individual, including another Member, Coach, facilitator, C-Suite Readiness staff member, or any public figure, or creating a false or misleading profile.

d) Unauthorized Data Collection. Scraping, harvesting, crawling, or otherwise collecting personal information, contact details, email addresses, or other data of Members or other users of the Community Platform through automated or manual means, except as expressly authorized by C-Suite Readiness.

e) Malicious Activity. Uploading, transmitting, or distributing files, software, or links that contain viruses, malware, ransomware, spyware, worms, Trojan horses, or any other harmful or malicious code; attempting to probe, scan, or test the vulnerability of the Community Platform; or attempting to gain unauthorized access to any system, server, or Account.

f) Interference with Platform Operations. Taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Community Platform's infrastructure, or that disrupts, interferes with, or degrades the normal functioning of the platform for other Members.

g) Unauthorized Commercial Activity. Using the Community Platform as a channel for commercial transactions, sales, or revenue generation that is not expressly authorized by C-Suite Readiness, including operating a storefront, processing payments, or conducting affiliate marketing through the platform.

h) External Platform Promotion. Repeatedly directing Members to external platforms, websites, social media accounts, newsletters, or communities in a manner that diverts engagement from the C-Suite Readiness community, unless the content shared is genuinely relevant and shared in good faith.

IX.2.4. Direct Messaging Standards. The direct messaging feature of the Community Platform is provided for legitimate one-to-one and small-group professional communication among Members. Members shall not use direct messaging to:

a) Send unsolicited commercial messages, sales pitches, or promotional materials to Members who have not requested or consented to receive them.

b) Send repetitive, bulk, or automated messages to multiple Members.

c) Share confidential information about other Members without the consent of the individual(s) concerned.

d) Harass, intimidate, or pressure another Member into any commercial, personal, or professional arrangement.

e) Circumvent a block, mute, or communication restriction imposed by another Member or by C-Suite Readiness.

IX.2.5. Channel and Topic Compliance. Where the Community Platform is organized into designated channels, forums, or topic areas, Members shall post content in the appropriate channel. Off-topic posts may be moved or removed by C-Suite Readiness moderators without notice. Members are encouraged to review channel descriptions and posting guidelines before contributing.

IX.3. Content Ownership and Licensing

IX.3.1. Member Content Ownership. Consistent with Section X.5.1, Members retain ownership of original content they independently create and post to the Community Platform, including discussion posts, comments, replies, uploaded documents, and profile information (“Member Content”). For the avoidance of doubt, Member Content does not include any C-Suite IP, derivative works of C-Suite IP, or content that incorporates proprietary materials belonging to C-Suite Readiness or third parties.

IX.3.2. License to C-Suite Readiness. By posting Member Content to the Community Platform, the Member grants C-Suite Readiness the license described in Section X.5.2: a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, display, and create derivative works from such Member Content for any purpose related to the operation, promotion, improvement, and marketing of the Services. This license survives the expiration or termination of Membership.

IX.3.3. Scope of License. Without limiting the generality of Section IX.3.2, the license granted includes the right for C-Suite Readiness to:

- a) Feature excerpts of Member discussions, testimonials, or insights in newsletters, social media posts, marketing emails, or promotional campaigns, with attribution to the Member unless the Member requests anonymity.
- b) Compile, curate, and redistribute aggregated or anonymized community discussion themes, trends, and insights for program development, reporting, and educational purposes.
- c) Archive Member Content for historical, analytical, or operational purposes, including after the Member’s Membership has ended.
- d) Sublicense Member Content to C-Suite Readiness’s authorized contractors, technology providers, and platform partners to the extent necessary for the operation and maintenance of the Community Platform.

IX.3.4. Member Representations. Consistent with Section X.5.3, by posting Member Content the Member represents and warrants that: (a) the Member owns the content or has all necessary rights and permissions to post it and grant the license described herein; (b) the content does not infringe any third-party Intellectual Property, privacy, or publicity rights; (c) the content is not defamatory, obscene, threatening, or unlawful; and (d) the content complies with all Applicable Law.

IX.3.5. No Expectation of Endorsement. The posting of Member Content on the Community Platform does not imply endorsement, verification, or approval of such content by C-Suite Readiness. C-Suite Readiness is not responsible for the accuracy, completeness, reliability, or quality of any Member Content, and makes no representation or warranty regarding the same.

IX.3.6. Content Between Members. Members acknowledge that ideas, concepts, strategies, and information shared in community discussions may be heard, read, and applied by other Members. While the Code of Conduct and confidentiality provisions of this Agreement impose obligations of discretion, C-Suite Readiness cannot control how Members internally process or apply general concepts they encounter through community discussions. Members who wish to protect proprietary business strategies, trade secrets, or other highly sensitive information should exercise judgment about what they share in community forums.

IX.4. Prohibition on Solicitation and Spam

IX.4.1. Solicitation Defined. For purposes of this Agreement, “solicitation” means any communication – whether in a public forum, private channel, direct message, or at a virtual Event – whose primary purpose is to promote, advertise, market, sell, or recruit for the Member’s own commercial products, services, events, employment opportunities, investment

offerings, fundraising campaigns, or any other revenue-generating activity, rather than to contribute to the professional development and mutual support objectives of the community.

IX.4.2. Prohibited Solicitation Activities. The following activities are prohibited on the Community Platform and in virtual Events, unless C-Suite Readiness has provided express prior written authorization:

a) Direct Sales and Pitches. Sending unsolicited messages or posting content that directly promotes, prices, or invites purchase of the Member's commercial products or services, including coaching packages, consulting engagements, courses, software, physical products, or any other offering.

b) Recruitment. Recruiting Members for the Member's own business, multi-level marketing organization, network marketing downline, affiliate program, startup, or any other commercial venture.

c) Fundraising and Investment Solicitation. Soliciting donations, crowdfunding contributions, angel or venture capital investment, or any other form of financial support from Members through the Community Platform or at Events.

d) Lead Generation. Using the Community Platform or Events primarily to collect contact information, build prospect lists, or generate leads for commercial follow-up outside the community.

e) Automated Outreach. Using bots, scripts, automated tools, or third-party services to send messages, connection requests, or promotional material to Members.

f) Cross-Platform Funneling. Systematically directing Members to external landing pages, opt-in forms, webinar registrations, or sales funnels operated by the Member or a third party.

IX.4.3. Permitted Professional Sharing. The following activities are generally permitted, provided they are conducted in good faith, are relevant to the community, and do not become repetitive, aggressive, or disruptive:

a) Responding to Requests. When a Member specifically asks for recommendations, referrals, or expertise in an area related to the responding Member's professional work, the responding Member may share relevant information about their own services or qualifications.

b) Professional Updates. Sharing news about the Member's career milestones, business launches, published works, awards, or professional accomplishments in designated channels (e.g., a "Wins and Milestones" channel), provided such posts are informational rather than transactional.

c) Community-Relevant Resources. Sharing articles, tools, events, and resources that the Member has created or is affiliated with, provided the primary intent is to add value to the community rather than to drive commercial conversions, and provided the Member's affiliation is clearly disclosed.

d) One-on-One Conversations. Discussing potential business collaboration, client referrals, or professional opportunities in private one-on-one conversations that were initiated by mutual interest, provided neither party has been subjected to unsolicited or pressured outreach.

IX.4.4. Spam Defined. For purposes of this Agreement, "spam" means any communication that is: (a) substantially identical or repetitive in content and sent to multiple Members or posted across multiple channels; (b) irrelevant to the topic, channel, or context in which it is posted; (c) designed primarily to generate clicks, traffic, or visibility for an external resource; or (d) sent in bulk through automated or semi-automated means.

IX.4.5. Enforcement. C-Suite Readiness will apply the distinction between prohibited solicitation and permitted professional sharing on a case-by-case basis, considering the intent, frequency, context, and community impact of the communication. Where the line is unclear, C-Suite Readiness may issue guidance to the Member before taking disciplinary action. Repeated or flagrant solicitation or spam, however, may result in immediate content removal and disciplinary action up to and including termination of Membership under Section VIII.7 and Section XI.3.

IX.5. Content Moderation

IX.5.1. Right to Moderate. C-Suite Readiness reserves the right, but is not obligated, to review, monitor, edit, move, hide, lock, or remove any content on the Community Platform at any time, for any reason, including but not limited to:

- a) Content that violates this Agreement, the Community Guidelines, or the Code of Conduct.
- b) Content that infringes or is alleged to infringe any third-party Intellectual Property, privacy, or publicity rights.
- c) Content that is misleading, inaccurate, or harmful to the community.
- d) Content that constitutes solicitation or spam as defined in Section IX.4.
- e) Content that is off-topic for the channel or forum in which it is posted.
- f) Content that is the subject of a complaint, dispute, or report by another Member.
- g) Content removal or restriction requested or required by law enforcement, a regulatory authority, or a court order.
- h) Content that C-Suite Readiness determines, in its sole discretion, is inconsistent with the tone, standards, or mission of the community.

IX.5.2. Moderation Methods. C-Suite Readiness may employ any combination of the following moderation methods:

- a) **Proactive Review.** Monitoring public forums, channels, and discussions for compliance, either through staff review or automated tools (including content filters and keyword flagging).
- b) **Reactive Review.** Responding to reports submitted by Members through the Community Platform's reporting feature or through direct communication with C-Suite Readiness.
- c) **Community Moderators.** Appointing Members, Coaches, or staff as volunteer or designated moderators with authority to flag, hide, or escalate content. Community moderators act at C-Suite Readiness's direction and are not agents of C-Suite Readiness for any other purpose.

IX.5.3. No Prior Approval Requirement. C-Suite Readiness does not pre-approve Member Content before it is posted. Members are solely responsible for the content they post. The absence of moderation action on any particular post does not constitute C-Suite Readiness's endorsement, approval, or ratification of that content.

IX.5.4. No Obligation to Monitor. C-Suite Readiness is under no obligation to actively monitor all content on the Community Platform and shall not be liable for any Member Content that C-Suite Readiness does not review or remove. Members who encounter content that they believe violates this Agreement are encouraged to report it using the reporting mechanisms available on the Community Platform or by contacting C-Suite Readiness directly.

IX.5.5. Notice to Member. Where C-Suite Readiness removes or restricts Member Content, it will generally make reasonable efforts to notify the posting Member of the action taken and the reason for it. However, C-Suite Readiness is not required to provide notice prior to removal, and may decline to provide notice at all where: (a) the content poses an immediate risk to the safety or well-being of any individual; (b) notice would compromise an ongoing investigation; (c) the removal was required by law enforcement or legal process; or (d) the content was clearly spam or automated.

IX.5.6. No Restoration Obligation. C-Suite Readiness is not obligated to restore content that has been removed. If a Member believes that their content was removed in error, the Member may submit a written inquiry to C-Suite Readiness, which will review the matter in good faith but is not required to reverse its decision.

IX.6. Virtual Event Conduct

IX.6.1. Applicability. This Section IX.6 applies to all virtual Events organized or hosted by C-Suite Readiness, including webinars, virtual workshops, online fireside chats, virtual networking sessions, virtual peer learning group meetings, and any other live or pre-recorded

interactive session delivered through a video conferencing platform or through the Community Platform. This Section supplements the general conduct standards in Section VIII.1 (Code of Conduct) and Section VIII.2 (Virtual Event and Platform Conduct).

IX.6.2. Camera Use. To foster connection, engagement, and trust, Members are strongly encouraged to enable their camera during live virtual sessions. However, camera use is not mandatory unless C-Suite Readiness or the session facilitator designates a specific session as “camera-on required.” Where a camera-on designation is made:

- a) The designation will be communicated in advance in the event invitation or registration confirmation.
- b) Members who are unable to enable their camera due to technical limitations, accessibility needs, or personal circumstances should notify C-Suite Readiness or the facilitator in advance. Reasonable accommodations will be made.
- c) Members who do not enable their camera during a camera-on session without prior arrangement may, at the facilitator’s discretion, be asked to enable their camera or may be moved to an observer role with limited participation privileges for that session.

IX.6.3. Recording Prohibition. Consistent with Section VIII.2(b) and Section X.3.1, Members shall not record any virtual Event by any means, including:

- a) Built-in recording features of the video conferencing platform (e.g., Zoom recording, Teams recording, Google Meet recording).
- b) Third-party screen recording or screen capture software or browser extensions.
- c) External devices, including phones, cameras, or dedicated recording hardware pointed at the Member’s screen.
- d) Automated or AI-powered transcription services or note-taking tools that capture audio or text from the session in real time, unless such tools are expressly authorized by C-Suite Readiness for a specific session.

IX.6.4. C-Suite Readiness’s Right to Record. C-Suite Readiness reserves the right to record any virtual Event, in whole or in part, for purposes including but not limited to: archival, quality assurance, program development, content creation, marketing, and inclusion in the Resource Library. Where C-Suite Readiness intends to record a session, it will notify participants at the start of the session. By continuing to participate in a session after such notification, the Member consents to being recorded. A Member who does not wish to be recorded may exit the session; no refund of Membership fees will be issued on account of such exit.

IX.6.5. Screen-Sharing Restrictions. During virtual Events:

- a) **Host and Facilitator Control.** Screen-sharing is controlled by the host or facilitator. Members may share their screen only when expressly invited to do so by the host or facilitator.
- b) **Appropriate Content Only.** When screen-sharing is permitted, Members shall display only content that is directly relevant to the topic of the session and that complies with this Agreement. Members shall not display content that is offensive, promotional, confidential to a third party, or unrelated to the session.
- c) **Desktop and Notification Hygiene.** Members who are invited to share their screen are encouraged to close unrelated applications, browser tabs, and notification overlays to prevent inadvertent display of personal, confidential, or inappropriate content.
- d) **Unauthorized Screen-Sharing.** Any attempt to initiate screen-sharing without authorization, or to use screen-sharing to display prohibited content, may result in the Member’s immediate removal from the session and potential disciplinary action under Section VIII.7.

IX.6.6. Chat, Reactions, and Interactive Features. Virtual event platforms may include chat, Q&A, polling, reactions, breakout rooms, and other interactive features. Members shall use these features in accordance with this Agreement and the Code of Conduct. Specifically:

- a) Chat messages must be professional, on-topic, and respectful. Members shall not use the chat to solicit, spam, harass, or post links to external commercial content.

b) Q&A submissions should be relevant to the session topic. C-Suite Readiness and the facilitator reserve the right to filter, prioritize, or decline to address any submitted question.

c) Breakout room discussions are subject to the same confidentiality expectations as the main session. Members shall not record breakout room conversations or disclose specific contributions of other participants outside the breakout group.

IX.6.7. Technical Requirements and Member Responsibility. Members are responsible for ensuring that they have a stable internet connection, a functioning audio/video setup, and a reasonably quiet and private environment for participation in virtual Events. C-Suite Readiness is not responsible for a Member's inability to participate due to technical failures, equipment malfunctions, or environmental conditions on the Member's end.

IX.6.8. Removal from Virtual Events. The host, facilitator, or a C-Suite Readiness staff member may remove a Member from a virtual Event at any time if, in their reasonable judgment, the Member's conduct is disruptive, offensive, in violation of this Agreement, or otherwise detrimental to the session. Removal from a virtual Event does not, by itself, constitute termination or suspension of Membership, but it may be taken into account in connection with any subsequent disciplinary proceedings under Section VIII.7.

IX.7. Third-Party Platform Acknowledgment

IX.7.1. The Community Platform and virtual Events may be hosted on or delivered through third-party technology platforms, including but not limited to community management software, video conferencing services (e.g., Zoom, Microsoft Teams, Google Meet), and messaging or collaboration tools. Members acknowledge and agree that:

a) Use of such third-party platforms may be subject to the third party's own terms of service and privacy policy, in addition to this Agreement. Members are responsible for reviewing and complying with such third-party terms.

b) C-Suite Readiness does not control and is not responsible for the functionality, security, privacy practices, or data handling of any third-party platform. C-Suite Readiness shall not be liable for any loss, damage, or data exposure arising from the use of a third-party platform.

c) C-Suite Readiness reserves the right to change the third-party platforms used to deliver the Community Platform or virtual Events at any time, without prior notice to Members.

IX.8. Survival

IX.8.1. The content license granted to C-Suite Readiness under Section IX.3.2 and the Member's representations under Section IX.3.4 survive the expiration or termination of Membership. All other provisions of this Section IX apply only during the term of the Member's active Membership, except to the extent that a surviving obligation is expressly stated elsewhere in this Agreement (e.g., confidentiality under Section VII.6 and Section XI.6.1, Intellectual Property under Section VII and Section XI.6.2).

X. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

X.1. Ownership of C-Suite Readiness Intellectual Property

X.1.1. C-Suite Readiness and its licensors retain all right, title, and interest – including all Intellectual Property rights – in and to the Services and all content, materials, and technology made available through the Services. Without limiting the generality of the foregoing, C-Suite Readiness's Intellectual Property includes the following categories of proprietary materials (collectively, "C-Suite IP"):

a) Trademarks and Branding. The name “C-Suite Readiness,” the C-Suite Readiness logo, the “HerStory to the Top” podcast name and logo, and all other trademarks, service marks, trade names, taglines, and trade dress associated with the Services, whether registered or unregistered.

b) Course Materials and Learning Tracks. All curricula, syllabi, lesson plans, slide decks, handouts, workbooks, worksheets, reading lists, discussion guides, and other materials developed for or used in connection with Educational Programs, including the Women’s Entrepreneurship, Elevate Your Career, and Management Essentials learning tracks, and any additional learning tracks introduced from time to time.

c) Coaching Frameworks and Methodologies. All proprietary coaching models, frameworks, processes, methodologies, question sets, conversation guides, and structured exercises developed by or on behalf of C-Suite Readiness or its Coaches for use in the delivery of Coaching Services, whether documented or undocumented.

d) Assessment Tools. All personality assessments, leadership assessments, strengths-based evaluations, stakeholder needs analysis templates, diagnostic instruments, scoring rubrics, and associated interpretive materials used in connection with the Services, including any third-party assessments licensed to C-Suite Readiness for use with Members.

e) Podcast Content. All audio and video recordings, transcripts, show notes, supplementary materials, guest interview content, and post-production elements of “HerStory to the Top” and any other podcast series produced by or on behalf of C-Suite Readiness.

f) Resource Library Content. All articles, guides, templates, toolkits, recorded sessions, webinar replays, presentation archives, infographics, checklists, and other educational and reference materials curated or produced by C-Suite Readiness and made available to Members through the Resource Library.

g) Event Content. All presentations, keynote addresses, panel discussions, fireside chat recordings, workshop materials, and other content created for or captured at Events organized by C-Suite Readiness, including speaker slides, handouts, and post-event summary materials.

h) Technology and Platform. The Website, the Community Platform, and all underlying software, code, databases, user interfaces, designs, algorithms, and technical infrastructure.

i) Compilations and Curation. The selection, arrangement, organization, and curation of the materials described above, even where individual components may include third-party content licensed to C-Suite Readiness.

X.1.2. Nothing in this Agreement transfers or assigns any ownership interest in any C-Suite IP to any Member. All rights not expressly granted to Members under this Agreement are reserved by C-Suite Readiness.

X.2. Limited License to Members

X.2.1. Grant of License. Subject to the terms of this Agreement and the Member’s continued compliance with all applicable provisions, C-Suite Readiness grants each Member a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the C-Suite IP solely for the following purposes:

a) Personal Professional Development. The Member may view, read, listen to, and engage with C-Suite IP through the Services for the Member’s own individual learning, career development, and leadership growth.

b) Internal Application. The Member may apply concepts, strategies, and insights gained from C-Suite IP to the Member’s own professional practice, workplace responsibilities, and career decisions.

c) Limited Personal Reference. The Member may retain personal notes taken during Coaching Sessions, Educational Programs, and Events for the Member’s own reference. However, such notes may not include verbatim reproductions of proprietary frameworks,

assessment instruments, or copyrighted materials, and may not be shared with, distributed to, or used for the benefit of any third party.

X.2.2. Scope Restrictions. The license granted in Section X.2.1 expressly does **not** permit the Member to:

- a) Use C-Suite IP for the benefit of any third party, including the Member's employer, clients, business partners, or any other organization, except to the extent that such use is limited to the Member's personal application of general concepts in the Member's own professional role.
- b) Incorporate C-Suite IP into the Member's own coaching practice, consulting business, training programs, workshops, or any other commercial offering, whether paid or unpaid.
- c) Use C-Suite IP to create, develop, or market any competing product, service, program, platform, community, or educational offering.
- d) Use C-Suite Readiness's trademarks, service marks, logos, or trade names in any manner that suggests endorsement, affiliation, or sponsorship by C-Suite Readiness, without prior written consent.
- e) Access, download, or use C-Suite IP through any automated means, including bots, scrapers, crawlers, or other automated tools.

X.2.3. License Revocation. The license granted under this Section X.2 is automatically revoked, without notice, upon: (a) the expiration or termination of the Member's Membership for any reason; (b) a material breach of this Agreement by the Member; or (c) C-Suite Readiness's exercise of its right to revoke the license in its sole discretion upon reasonable notice to the Member.

X.3. Prohibitions on Recording, Redistribution, and Commercialization

X.3.1. No Unauthorized Recording. Members shall not record, capture, or create any reproduction of C-Suite IP or any component of the Services by any means, including but not limited to:

- a) Audio recording (whether by device, software, or platform feature) of Coaching Sessions, Educational Programs, peer learning group sessions, mentorship conversations, Events, or any other live or interactive component of the Services.
- b) Video recording or screen capture of virtual Events, webinars, online workshops, Community Platform content, or any visual material displayed during any component of the Services.
- c) Photography of slides, handouts, whiteboards, presentation screens, or proprietary materials displayed at in-person Events, except where C-Suite Readiness has expressly designated a portion of an Event as "photo-friendly" in accordance with Section VIII.5.5.
- d) Transcription, whether manual or automated (including AI-generated), of live sessions, recorded sessions, or Podcast Content beyond what is already made available by C-Suite Readiness in transcript form.

X.3.2. No Redistribution. Members shall not copy, reproduce, republish, upload, post, transmit, distribute, share, forward, or otherwise make available any C-Suite IP to any third party through any medium, including but not limited to:

- a) Sharing login credentials, access links, or session invitations with non-Members.
- b) Forwarding, screenshotting, or reposting Resource Library content, learning track materials, or Event recordings to individuals outside the C-Suite Readiness community.
- c) Uploading C-Suite IP to any external platform, file-sharing service, social media account, learning management system, or internal company portal.
- d) Reproducing C-Suite IP in any printed, digital, or multimedia publication, including blogs, articles, newsletters, books, or presentations, without the prior written consent of C-Suite Readiness.

X.3.3. No Commercialization. Members shall not use, adapt, modify, or create derivative works from any C-Suite IP for any commercial purpose, including but not limited to:

- a) Selling, licensing, leasing, or otherwise distributing C-Suite IP, or any adaptation or derivative thereof, to any third party.
- b) Incorporating C-Suite IP into paid or unpaid training programs, consulting deliverables, coaching toolkits, course offerings, or any other product or service offered to third parties.
- c) Using C-Suite IP to develop, improve, or refine the Member's own competing coaching methodology, assessment tool, curriculum, or educational platform.
- d) Using C-Suite IP to train, fine-tune, or provide input to any artificial intelligence model, machine learning system, or automated content generation tool, without the prior written consent of C-Suite Readiness.

X.3.4. Material Breach. Any violation of the prohibitions set forth in Sections X.3.1 through X.3.3 shall constitute a material breach of this Agreement and may result in: (a) immediate termination of Membership without refund; (b) revocation of the license granted under Section X.2; and (c) pursuit of all remedies available to C-Suite Readiness under Applicable Law, including injunctive relief, actual damages, statutory damages where available, and recovery of reasonable attorneys' fees and costs.

X.4. Third-Party Intellectual Property

X.4.1. Certain components of the Services may incorporate content, tools, or materials owned by third parties and licensed to C-Suite Readiness, including third-party assessment instruments, guest speaker presentations, licensed media, and third-party software embedded in the Website or Community Platform. Such third-party content remains the property of its respective owner(s) and is subject to the applicable third-party license terms in addition to this Agreement.

X.4.2. Members shall not use, reproduce, or distribute third-party content accessed through the Services in any manner that would exceed the scope of the license granted to C-Suite Readiness by the applicable third-party licensor. C-Suite Readiness will make reasonable efforts to identify third-party content that is subject to specific use restrictions, but the Member is ultimately responsible for complying with all applicable Intellectual Property laws.

X.4.3. C-Suite Readiness does not warrant that third-party content is free from error, up to date, or suitable for any particular purpose. Any reliance on third-party content accessed through the Services is at the Member's own risk.

X.5. Member-Generated Content

X.5.1. Ownership. Members retain ownership of original content that they independently create and submit to the Services, including posts to the Community Platform, comments, discussion contributions, and personal profile information ("Member Content"). For the avoidance of doubt, Member Content does not include any C-Suite IP or derivative works thereof.

X.5.2. License to C-Suite Readiness. By submitting Member Content to the Services, the Member grants C-Suite Readiness a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, display, and create derivative works from such Member Content for any purpose related to the operation, promotion, and improvement of the Services. This license survives the expiration or termination of the Member's Membership.

X.5.3. Representations Regarding Member Content. By submitting Member Content, the Member represents and warrants that: (a) the Member is the sole owner of the content or has all rights and permissions necessary to grant the license in Section X.5.2; (b) the content does not infringe upon the Intellectual Property rights, privacy rights, publicity rights, or other rights of any third party; (c) the content does not contain any material that is unlawful, defamatory, obscene, threatening, or otherwise objectionable; and (d) the content complies with all Applicable Law.

X.5.4. Right to Remove. C-Suite Readiness reserves the right to remove, edit, or restrict access to any Member Content at any time, for any reason, including but not limited to: (a) suspected violation of this Agreement or the Community Guidelines; (b) suspected infringement of third-party Intellectual Property rights; (c) content that is misleading, harmful, or inconsistent with the standards of the community; or (d) requests from law enforcement or regulatory authorities. C-Suite Readiness is not obligated to provide advance notice prior to removing Member Content.

X.6. Intellectual Property Infringement Reporting

X.6.1. Notice of Infringement. C-Suite Readiness respects the Intellectual Property rights of others. If any individual believes that content available through the Services infringes upon their Intellectual Property rights, they should submit a written notice to C-Suite Readiness that includes: (a) identification of the copyrighted work or other Intellectual Property claimed to have been infringed; (b) identification of the material on the Services that is alleged to be infringing and sufficient information to locate it; (c) the claimant's contact information; (d) a statement that the claimant has a good-faith belief that use of the material is not authorized by the Intellectual Property owner, its agent, or the law; and (e) a statement, under penalty of perjury, that the information in the notice is accurate and that the claimant is authorized to act on behalf of the rights holder.

X.6.2. Response to Notices. Upon receiving a valid notice of infringement, C-Suite Readiness will review the claim and may, at its discretion: (a) remove or disable access to the allegedly infringing material; (b) notify the Member who posted the material; and (c) take such additional action as C-Suite Readiness deems appropriate, including termination of the accounts of repeat infringers.

X.6.3. Repeat Infringers. C-Suite Readiness may, at its sole discretion, terminate the Membership of any Member who is found to have repeatedly infringed upon the Intellectual Property rights of C-Suite Readiness or any third party.

X.7. Effect of Membership Expiration or Termination on Content Access

X.7.1. Immediate Cessation of Access. Upon the expiration or termination of a Member's Membership for any reason – including voluntary non-renewal under Section V.9, mid-term cancellation under Section V.9.5, termination for non-payment under Section V.8.3, or termination for cause under Section VIII.7 – the Member's access to C-Suite IP shall cease as follows:

a) Community Platform. The Member's access to the Community Platform, including all forums, discussion threads, private channels, and direct messaging, will be deactivated. The Member will no longer be able to view, post, or interact with any Community Platform content.

b) Resource Library. The Member's access to all Resource Library content will be revoked. Any previously downloaded materials that the Member has saved to personal devices remain subject to the license restrictions in Section X.2 and the prohibitions in Section X.3, notwithstanding the termination of Membership.

c) Learning Tracks and Course Materials. Access to all learning track content, course materials, recorded workshops, and related educational resources will be terminated. Incomplete learning tracks will not be available for future completion.

d) Coaching Session Records. Any coaching session summaries, action plans, or assessment results stored within the Member's Account will become inaccessible. Members who wish to retain copies of their personal coaching summaries or assessment results should request them prior to the effective date of termination. C-Suite Readiness will provide such records upon written request made at least fourteen (14) calendar days before the effective date of

termination, subject to any applicable third-party licensing restrictions on assessment instruments.

e) Podcast Content. Podcast episodes that are publicly available on third-party platforms (e.g., Spotify, YouTube) will remain accessible to the former Member through those platforms under the terms of those platforms. However, any Members-only podcast content, bonus episodes, or extended interviews available exclusively through the Services will no longer be accessible.

f) Event Access. The Member will no longer receive invitations to or be permitted to attend future Events, and any outstanding Event registrations will be cancelled without refund.

g) Member Directory. The Member's profile will be removed from the Member Directory within a reasonable period following termination.

X.7.2. No Wind-Down Access Period. Unless C-Suite Readiness expressly agrees otherwise in writing, there is no grace period or wind-down period during which a former Member may continue to access C-Suite IP following the effective date of Membership expiration or termination. Members are encouraged to download any permissible personal records (such as coaching summaries and assessment results, as described in Section X.7.1(d)) prior to the effective date.

X.7.3. Surviving Obligations. The expiration or termination of a Member's Membership does not relieve the Member of any obligations under this Section VII, including:

a) The prohibition on redistribution, commercialization, and unauthorized use of C-Suite IP, which applies to any materials the Member accessed, downloaded, copied, or retained during the term of Membership.

b) The prohibition on recording and the obligation not to use previously recorded content (if any was captured in violation of this Agreement).

c) The license granted by the Member to C-Suite Readiness over Member Content pursuant to Section X.5.2.

d) Any indemnification obligations arising from the Member's infringement of Intellectual Property rights during the term of Membership.

X.7.4. Destruction of Materials. Upon the expiration or termination of Membership, C-Suite Readiness may request that the former Member destroy or permanently delete all copies of C-Suite IP in the Member's possession or control, including digital copies, printed materials, and personal notes containing verbatim reproductions of proprietary content. Upon request, the former Member shall provide written certification of such destruction within thirty (30) calendar days.

X.7.5. Re-Enrollment. A former Member who subsequently re-enrolls in a Membership Plan will receive a new license under Section X.2 upon the effective date of the new Membership. Prior access rights do not carry over, and the scope of access will be determined by the Membership Plan selected at the time of re-enrollment.

XI. MEMBERSHIP CANCELLATION, SUSPENSION, AND TERMINATION

XI.1. Voluntary Cancellation by the Member

XI.1.1. Right to Cancel. A Member may cancel their Membership at any time by providing written notice to C-Suite Readiness in accordance with the procedures set forth in this Section. Cancellation may take the form of: (a) non-renewal at the end of the then-current term; or (b) mid-term cancellation prior to the expiration of the then-current term.

XI.1.2. Non-Renewal Cancellation. To prevent automatic renewal of a Membership, the Member must provide written notice of non-renewal to C-Suite Readiness at least thirty (30)

calendar days prior to the expiration of the then-current term (“Cancellation Notice Period”), in accordance with Section V.9.3. Written notice may be submitted by:

- a) Email to the designated cancellation address provided on the Website or in the Member’s Account settings.
- b) The Account cancellation process available on the Website, if such a process is then offered.
- c) Any other method expressly authorized by C-Suite Readiness for the submission of cancellation notices.

XI.1.3. Acknowledgment of Cancellation. Upon receipt of a valid cancellation notice, C-Suite Readiness will send the Member a written acknowledgment confirming: (a) the effective date of cancellation (i.e., the last day of the then-current term); (b) the date on which access to the Services will be deactivated; and (c) any remaining Payment obligations, if applicable. If the Member does not receive an acknowledgment within ten (10) business days of submitting a cancellation notice, the Member should contact C-Suite Readiness to confirm receipt.

XI.1.4. Mid-Term Cancellation. A Member who wishes to cancel their Membership before the end of the then-current term may do so by providing written notice using the same methods described in Section XI.1.2. Mid-term cancellation is subject to the following terms:

a) Continuing Payment Obligation. All remaining monthly installment Payments through the end of the then-current annual term (or, for Individual Leadership Coaching packages, through the end of the selected package duration) shall remain due and payable in accordance with their original schedule. The Member’s obligation to make such Payments is not discharged by mid-term cancellation.

b) No Pro-Rata Refund. No refund, credit, or pro-rata adjustment shall be issued for any portion of the then-current term remaining after the effective date of mid-term cancellation, except as expressly provided in Section XI.4 (Pre-Paid Amounts and Refund Policy) or as required by Applicable Law.

c) Effective Date. Unless the Member and C-Suite Readiness agree otherwise in writing, mid-term cancellation shall take effect on the last day of the calendar month in which the cancellation notice is received, or thirty (30) calendar days after receipt of the notice, whichever is later (“Mid-Term Cancellation Date”).

XI.1.5. Effect on Access. Upon cancellation (whether by non-renewal or mid-term), the Member’s access to the Services shall continue under the following schedule:

a) Non-Renewal. The Member retains full access to all benefits of their Membership Plan through the last day of the then-current term. Access will be deactivated at 11:59 p.m. Eastern Time on the expiration date, subject to the Wind-Down Period described in Section XI.5.

b) Mid-Term Cancellation. The Member retains full access to all benefits of their Membership Plan through the Mid-Term Cancellation Date. Access will be deactivated at 11:59 p.m. Eastern Time on the Mid-Term Cancellation Date, subject to the Wind-Down Period described in Section XI.5.

XI.1.6. Cancellation of Individual Leadership Coaching Packages. Members enrolled in an Individual Leadership Coaching package (three, six, or nine months) may request early cancellation of the coaching engagement by providing written notice. The following additional terms apply:

a) All remaining Payments for the full package duration shall remain due and payable, regardless of how many sessions have been completed.

b) Any coaching sessions scheduled after the effective date of cancellation will be forfeited and may not be rescheduled, banked, or transferred.

c) The Member may request copies of their coaching summaries and assessment results in accordance with Section X.7.1(d).

XI.2. Suspension by C-Suite Readiness

XI.2.1. Right to Suspend. C-Suite Readiness reserves the right to suspend a Member's access to some or all components of the Services, with or without advance notice, in any of the following circumstances:

a) Non-Payment. If a scheduled installment Payment remains unpaid following the expiration of the fifteen (15)-day Grace Period described in Section V.8.1, C-Suite Readiness may suspend the Member's access until the outstanding balance is resolved in full.

b) Suspected Code of Conduct Violation. If C-Suite Readiness has reason to believe that a Member has engaged in conduct that violates this Agreement, the Community Guidelines, or the Code of Conduct set forth in Section VIII.1, C-Suite Readiness may impose a temporary suspension pending investigation. The duration and scope of such suspension shall be determined by C-Suite Readiness in its sole discretion.

c) Suspected Misrepresentation. If C-Suite Readiness has reason to believe that a Member provided false, misleading, or materially incomplete information in connection with their Membership application, Registration, or ongoing use of the Services, C-Suite Readiness may suspend access pending verification.

d) Security or Integrity Concerns. If C-Suite Readiness identifies activity on a Member's Account that suggests unauthorized access, security compromise, fraudulent conduct, or any other activity that threatens the integrity of the Services or the safety of other Members.

e) Legal or Regulatory Requirement. If suspension is required or reasonably warranted by Applicable Law, a court order, a subpoena, or a request from a law enforcement or regulatory authority.

XI.2.2. Notice of Suspension. Where practicable, C-Suite Readiness will provide the Member with written notice of the suspension, including: (a) the reason for the suspension (to the extent C-Suite Readiness determines disclosure is appropriate); (b) the scope of the suspension (i.e., which Services or features are affected); and (c) any steps the Member may take to resolve the issue. However, C-Suite Readiness reserves the right to impose an immediate suspension without prior notice where the circumstances, in C-Suite Readiness's sole judgment, warrant immediate action to protect the community, the Services, or third parties.

XI.2.3. Effect of Suspension on Payment Obligations. Unless C-Suite Readiness expressly agrees otherwise in writing, a Member's Payment obligations continue in full during any period of suspension. Suspension does not pause, defer, extend, or reduce the Member's financial obligations under this Agreement.

XI.2.4. Reinstatement Following Suspension. A suspended Member's access may be reinstated at C-Suite Readiness's sole discretion if: (a) the issue that gave rise to the suspension has been resolved to C-Suite Readiness's satisfaction; (b) all outstanding Payments, if any, have been made in full; and (c) the Member has agreed to comply with any additional conditions imposed by C-Suite Readiness. C-Suite Readiness is not obligated to reinstate any suspended Membership and may elect to proceed directly to termination under Section XI.3.

XI.3. Termination by C-Suite Readiness for Cause

XI.3.1. Grounds for Termination. C-Suite Readiness may terminate a Member's Membership immediately, with or without prior suspension, upon written notice to the Member, if C-Suite Readiness determines in its sole discretion that any of the following grounds exist:

a) Non-Payment. The Member's Account remains delinquent for more than forty-five (45) calendar days following the original due date of an installment Payment, as described in Section V.8.3.

b) Material Breach of Agreement. The Member has materially breached any provision of this Agreement, including but not limited to the Intellectual Property restrictions in Section VII, the confidentiality obligations in Section VII.6, or the Code of Conduct in Section VIII.1, and has

failed to cure such breach within fifteen (15) calendar days of receiving written notice from C-Suite Readiness specifying the breach, *provided, however*, that no cure period is required for breaches identified in Section XI.3.2 below.

c) Misrepresentation. The Member provided false, fraudulent, or materially misleading information in connection with their Membership application, Registration, or any subsequent communication with C-Suite Readiness, and such misrepresentation was material to C-Suite Readiness's decision to accept the application or to provide any Service.

d) Repeated Violations. The Member has received two (2) or more formal written warnings under Section VIII.7.4(b) within any twelve (12)-month period, regardless of whether the underlying violations have been cured.

e) Account Inactivity. The Member has not logged into their Account for more than three hundred sixty-five (365) consecutive calendar days, provided that C-Suite Readiness sends a reactivation notice at least thirty (30) days before termination and the Member fails to respond.

XI.3.2. Immediate Termination Without Cure Period. Notwithstanding Section XI.3.1(b), C-Suite Readiness may terminate a Member's Membership immediately and without providing a cure period where the Member's conduct, in C-Suite Readiness's sole judgment, involves any of the following:

a) Harassment, threats, intimidation, discrimination, or any other conduct that endangers the physical or emotional safety of any individual.

b) Fraud, identity theft, financial misrepresentation, or other dishonest conduct in connection with the Services.

c) Unauthorized recording, reproduction, or distribution of C-Suite IP, Coaching Sessions, or confidential community discussions, in violation of Sections VII.3 or VII.6.

d) Use of the Services to engage in, facilitate, or promote any unlawful activity.

e) Conduct that causes, or is reasonably likely to cause, significant reputational, legal, or financial harm to C-Suite Readiness, its Members, its Coaches, its partners, or any Event venue or host.

f) Any attempt to circumvent a prior suspension by creating a new Account, using another Member's credentials, or accessing the Services through any unauthorized means.

XI.3.3. Notice of Termination. C-Suite Readiness will send the Member written notice of termination via email to the address on file. The notice shall include: (a) the effective date of termination; (b) the grounds for termination (to the extent C-Suite Readiness determines disclosure is appropriate); (c) the Member's remaining financial obligations, if any; and (d) information about the Wind-Down Period, if applicable. Termination is effective on the date stated in the notice, regardless of whether the Member reads or acknowledges the notice.

XI.4. Pre-Paid Amounts and Refund Policy

XI.4.1. General Non-Refundability. Consistent with Section V.6.3, all Payments made toward any Membership Plan or Individual Leadership Coaching package are non-refundable, except as expressly set forth in this Section XI.4 or as required by Applicable Law.

XI.4.2. Voluntary Cancellation (Non-Renewal). Where a Member elects not to renew under Section XI.1.2, no refund is due. The Member has already paid only for the then-current term, and access continues through the end of that term.

XI.4.3. Voluntary Mid-Term Cancellation. Where a Member cancels mid-term under Section XI.1.4: (a) all remaining monthly installments for the then-current term remain due and payable on their original schedule; (b) no refund, credit, or pro-rata adjustment shall be issued for the unused portion of the term; and (c) if the Member has pre-paid the full annual fee in a lump sum, no portion of the lump-sum payment shall be refunded.

XI.4.4. Termination by C-Suite Readiness for Non-Payment. Where Membership is terminated under Section XI.3.1(a) for non-payment: (a) all outstanding and unpaid installments

for the remainder of the then-current annual term become immediately due and payable in full; (b) no refund shall be issued for Payments previously made; and (c) C-Suite Readiness reserves the right to refer the outstanding balance to a collections agency or pursue legal remedies as permitted by Applicable Law.

XI.4.5. Termination by C-Suite Readiness for Cause (Other Than Non-Payment). Where Membership is terminated under Sections XI.3.1(b) through XI.3.1(e) or Section XI.3.2:

a) Payments Already Made. No refund shall be issued for any Payments previously made, regardless of when within the term the termination occurs.

b) Remaining Installments. All remaining monthly installment Payments for the then-current term shall become immediately due and payable in full upon the effective date of termination.

c) Equitable Exceptions. C-Suite Readiness may, in its sole discretion, elect to waive or reduce the Member's obligation for remaining installments where the circumstances warrant. Any such waiver must be confirmed in writing by an authorized representative of C-Suite Readiness and shall not establish a precedent for future terminations.

XI.4.6. Termination by C-Suite Readiness Without Cause. C-Suite Readiness reserves the right to terminate any Membership for any reason, or for no reason, upon sixty (60) calendar days' written notice to the Member. In the event of termination without cause by C-Suite Readiness: (a) no further installment Payments shall be due after the effective date of termination; and (b) C-Suite Readiness shall issue a pro-rata refund of any Payments previously made that correspond to the period between the effective date of termination and the end of the then-current term, calculated on a monthly basis. This is the only circumstance under this Agreement in which a pro-rata refund is issued.

XI.4.7. Disputes Regarding Pre-Paid Amounts. If a Member believes that a refund or credit is owed in circumstances not expressly addressed in this Section, the Member may submit a written request to C-Suite Readiness. C-Suite Readiness will review such requests in good faith, but is not obligated to issue any refund or credit beyond what is expressly provided in this Agreement or required by Applicable Law.

XI.5. Wind-Down Period

XI.5.1. Applicability. Following the effective date of cancellation or termination, C-Suite Readiness will provide the Member with a limited wind-down period ("Wind-Down Period") during which the Member may take certain actions to preserve personal records and transition out of the community. The duration and scope of the Wind-Down Period depend on the nature of the cancellation or termination, as set forth below.

XI.5.2. Voluntary Cancellation (Non-Renewal and Mid-Term). Members who cancel voluntarily shall receive a Wind-Down Period of fourteen (14) calendar days following the effective date of cancellation. During this period the Member may:

a) Download Personal Records. Request and download copies of their personal coaching summaries, individualized action plans, and assessment results stored within their Account, subject to any applicable third-party licensing restrictions on assessment instruments.

b) Export Member Content. Download copies of any Member Content (as defined in Section X.5.1) that the Member has posted to the Community Platform, including discussion posts, comments, and uploaded documents.

c) Notify Contacts. Access the Community Platform in read-only mode for the purpose of noting contact information of fellow Members with whom the Member wishes to remain in touch. Direct messaging functionality will remain available during the Wind-Down Period for the sole purpose of exchanging personal contact information.

XI.5.3. Voluntary Cancellation – Excluded Access. During the Wind-Down Period following voluntary cancellation, the Member shall not have access to:

- a) The Resource Library, learning track materials, or any other C-Suite IP (except as necessary to download the personal records described in Section XI.5.2(a)).
- b) Coaching Services, including any remaining scheduled sessions.
- c) Upcoming Events, whether virtual or in-person.
- d) Peer learning group sessions or mentorship interactions.
- e) The ability to create new posts, comments, or discussions on the Community Platform (read-only access only).

XI.5.4. Termination for Cause. Where Membership is terminated by C-Suite Readiness for cause under Section XI.3, the Wind-Down Period shall be reduced to seven (7) calendar days, during which the Member may only:

- a) Submit a written request to C-Suite Readiness to receive copies of personal coaching summaries and assessment results. C-Suite Readiness will use commercially reasonable efforts to fulfill such requests within thirty (30) calendar days of receipt.
- b) Download copies of their own Member Content previously posted to the Community Platform, if technically feasible and if access can be provided without compromising the integrity of any ongoing investigation.

XI.5.5. Immediate Termination – No Wind-Down. Where Membership is terminated immediately under Section XI.3.2 for conduct involving harassment, fraud, unauthorized recording or distribution, unlawful activity, or circumvention of a prior suspension, C-Suite Readiness may, in its sole discretion, deny any Wind-Down Period entirely and deactivate the Member's access immediately. In such cases:

- a) The Member may submit a written request to receive copies of personal coaching summaries and assessment results within thirty (30) calendar days of the termination date. C-Suite Readiness will evaluate such requests on a case-by-case basis and may decline to fulfill the request if doing so would compromise an investigation, violate a third-party obligation, or be inconsistent with the safety of the community.
- b) C-Suite Readiness is not obligated to provide access to, or copies of, any Member Content, and reserves the right to delete Member Content associated with a terminated Account where the content violates this Agreement or Applicable Law.

XI.5.6. Expiration of Wind-Down Period. Upon the expiration of the applicable Wind-Down Period: (a) all remaining access to the Services, including the Community Platform, will be permanently deactivated; (b) the Member's Account will be marked as inactive and may be deleted in accordance with C-Suite Readiness's data retention policies; and (c) the Member's profile will be removed from the Member Directory. C-Suite Readiness is not responsible for any data, records, or content that the Member failed to download or export during the Wind-Down Period.

XI.6. Post-Termination Obligations

XI.6.1. Confidentiality. The Member's confidentiality obligations under Section VII.6 (Confidentiality Expectations and Limits) and Section VIII.4 (Confidentiality of Community Discussions) shall survive the expiration or termination of Membership for a period of two (2) years following the effective date of expiration or termination, or for such longer period as may be required by Applicable Law. This includes the obligation not to disclose the identities, business affairs, personal disclosures, or confidential information of other Members, Coaches, or participants that was shared during the course of the Member's participation in the Services.

XI.6.2. Intellectual Property. The Member's obligations under Section X (Protection of Intellectual Property Rights) survive termination in perpetuity. Without limiting the foregoing, the former Member shall not, at any time after termination:

- a) Reproduce, distribute, commercialize, or create derivative works from any C-Suite IP accessed during the term of Membership.

b) Use any C-Suite IP in connection with any coaching practice, consulting business, training program, or competing service.

c) Share, publish, or otherwise disseminate any recordings made in violation of this Agreement.

d) Use C-Suite Readiness's trademarks, service marks, logos, or trade names in any manner suggesting ongoing affiliation, endorsement, or membership.

XI.6.3. Destruction of Materials. In accordance with Section X.7.4, C-Suite Readiness may request that the former Member destroy or permanently delete all copies of C-Suite IP in their possession or control, including digital files, printed materials, and personal notes containing verbatim reproductions of proprietary content. Upon such request, the former Member shall provide written certification of destruction within thirty (30) calendar days.

XI.6.4. Financial Obligations. All outstanding Payment obligations that accrued prior to or as a result of termination survive the termination of Membership. C-Suite Readiness retains the right to pursue collection of any unpaid amounts through any lawful means, including referral to a third-party collections agency, reporting to credit bureaus (to the extent permitted by Applicable Law), and commencement of legal proceedings.

XI.6.5. Indemnification. The Member's indemnification obligations under this Agreement survive termination. The former Member remains liable to indemnify and hold harmless C-Suite Readiness, its officers, directors, employees, agents, Coaches, facilitators, and affiliates from and against any and all claims, losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the Member's use of the Services during the term of Membership; (b) any breach of this Agreement by the Member, whether discovered before or after termination; (c) any infringement of third-party Intellectual Property rights resulting from the Member's actions; and (d) any violation of Applicable Law by the Member in connection with the Services.

XI.6.6. Non-Disparagement. Following the expiration or termination of Membership, the former Member agrees not to make or publish any statement, whether written or oral, that is materially false and disparaging to C-Suite Readiness, its founders, officers, employees, Coaches, or Members. Nothing in this clause shall be construed to prevent the former Member from: (a) providing truthful information in response to a legal proceeding, regulatory inquiry, or government investigation; (b) sharing honest personal opinions about their experience with the Services in the context of a review, testimonial, or personal account, provided such opinions are not based on materially false statements of fact; or (c) exercising any rights protected by Applicable Law.

XI.6.7. Media Release Survival. The photography and media release granted under Section VIII.5 survives the expiration or termination of Membership. C-Suite Readiness may continue to use Media Content captured during the Member's period of active Membership in accordance with the terms of that Section, unless the former Member submits a removal request under Section VIII.5.4.

XI.6.8. No Continuing Right of Access. Except as expressly provided in the Wind-Down Period (Section XI.5), a former Member has no right to access any component of the Services following termination, including the Community Platform, Resource Library, Events, Coaching Services, or any other Membership benefit. Any attempt to access the Services after termination – including through the use of cached credentials, shared login information, or a new Account – constitutes a breach of this Agreement.

XI.6.9. Re-Enrollment. A former Member may apply for re-enrollment in accordance with Section X.7.5. Re-enrollment is subject to the application and acceptance process described in Section V.5, and acceptance is not guaranteed. Where Membership was terminated for cause under Section XI.3, C-Suite Readiness may, at its sole discretion, decline to accept a re-enrollment application or impose additional conditions as a prerequisite to re-enrollment.

XII. OBLIGATIONS OF USERS

XII.1. By using the Services, each User must: (a) comply with Applicable Law; (b) comply with this Agreement; (c) respect other Users' and Members' privacy and Intellectual Property rights; (d) refrain from obscene, violent, hateful, threatening, or illegal content; (e) use the Services only for purposes provided herein; (f) refrain from hacking software or illegal programs; and (g) refrain from interfering with the normal operation of the Services.

XII.2. Users acknowledge that all materials on the Services are protected by copyright and Intellectual Property laws. Users shall not copy, reproduce, modify, distribute, or otherwise use any content not owned by them without prior consent of the owner.

XII.3. The Services may contain links to third-party websites. C-Suite Readiness has no control over and assumes no responsibility for such third-party content, practices, or opinions.

XII.4. Users' interactions with Coaches, other Members, or third parties are solely between those parties. C-Suite Readiness reserves the right, but has no obligation, to intercede. C-Suite Readiness is not responsible for any loss or damage from such interactions.

XII.5. C-Suite Readiness reserves the right to conduct compliance checks at any time and at its discretion.

XII.6. Upon detecting violations, C-Suite Readiness may limit access to a User's Account or its functionality, including limiting messaging, blocking content, restricting IP access, or terminating the Account.

XII.7. C-Suite Readiness may restrict Account access upon complaints, spam activity, repeated violations, fraud, or attempts to circumvent prior restrictions.

XIII. INDEMNITY AND LIMITATION OF LIABILITY

XIII.1. C-Suite Readiness disclaims liability arising between Users, including Guests. If there is a dispute between a Member and a Coach, another Member, or any third party, C-Suite Readiness is under no obligation to become involved. To the fullest extent permitted by Applicable Law, Users release the C-Suite Indemnified Parties from all claims and damages arising from such disputes and/or the Services.

XIII.2. Users agree to indemnify and hold the C-Suite Indemnified Parties harmless from claims relating to: (a) use of the Services; (b) violation of this Agreement; (c) violation of any third-party rights; or (d) violation of Applicable Law.

XIII.3. Under no circumstances shall C-Suite Readiness be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, except for (i) death or personal injury caused by gross negligence or (ii) injury caused by fraud or fraudulent misrepresentation.

XIII.4. This disclaimer applies to damages arising from any failure of performance, error, omission, interruption, defects, delay, computer virus, network outage, or any other tangible or intangible loss.

XIII.5. C-Suite Readiness shall not be liable for defamatory, offensive, or illegal conduct by any Coach, Member, or User.

XIII.6. C-Suite Readiness reserves the right to assume defense and control of any matter subject to indemnification, in which case the User will fully cooperate.

XIII.7. The provisions of this Section survive any termination of the User's Account and access to the Services.

XIV. DISCLAIMER OF WARRANTIES AND CONDITIONS

XIV.1. Each User expressly understands that their use of the Services is at the User's sole risk. The Services are provided "as is" and "as available," with all faults. C-Suite Readiness disclaims all warranties of any kind, including merchantability, fitness for a particular purpose, and non-infringement.

XIV.2. C-Suite Readiness makes no warranty that: (1) the Services will meet expectations; (2) information is accurate or current; (3) use will be uninterrupted or error-free; (4) errors will be corrected; (5) use will not expose hardware to risk; or (6) the Services will be compatible with User devices.

XIV.3. Content accessed through the Services is at the User's own risk. The User is solely responsible for any resulting damage.

XIV.4. The Services may be subject to delays, cancellations, and disruptions. C-Suite Readiness makes no warranty regarding the quality, effectiveness, or characteristics of the Services.

XV. INTERNATIONAL USERS

XV.1. The Services can be accessed worldwide but may reference content not available in every country. The Services are controlled from the United States of America. C-Suite Readiness makes no representations that the Services are appropriate for other locations. Users accessing from other countries do so at their own volition and are responsible for compliance with local law.

XVI. FORCE MAJEURE

XVI.1. "Force Majeure" means any event that prevents or impedes C-Suite Readiness from performing its contractual obligations.

XVI.2. C-Suite Readiness invoking this Section shall be relieved from its obligations from the time the impediment causes inability to perform, provided notice is given without delay.

XVI.3. C-Suite Readiness shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, war, terrorism, riots, pandemics, epidemics, fire, floods, strikes, or shortages of resources.

XVI.4. Where the impediment is temporary, relief applies only so long as the impediment prevents performance. The affected party must notify the other when the impediment ceases.

XVII. APPLICABLE LAW AND DISPUTE RESOLUTION

XVII.1. Governing Law

XVII.1.1. This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles.

XVII.1.2. To the extent that any claim or proceeding is not subject to arbitration under this Section XVII, the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in the Borough of Manhattan, City and County of New York, New York.

XVII.2. Informal Dispute Resolution

XVII.2.1. Mandatory Pre-Arbitration Notice. Before initiating arbitration, the party asserting the claim (“Claimant”) must send a written notice of dispute (“Dispute Notice”) to the other party. If the Claimant is a Member, the Dispute Notice must be sent to C-Suite Readiness at the contact address designated on the Website. If the Claimant is C-Suite Readiness, the Dispute Notice must be sent to the email address associated with the Member’s Account. The Dispute Notice shall include: (a) the Claimant’s name and contact information; (b) a description of the nature and factual basis of the claim; and (c) the specific relief sought.

XVII.2.2. Informal Negotiation Period. The parties shall attempt to resolve the dispute through good-faith informal negotiation for a period of sixty (60) calendar days following receipt of the Dispute Notice (“Negotiation Period”). Neither party may initiate arbitration or court proceedings until the Negotiation Period has expired, except where injunctive or other equitable relief is sought to prevent imminent and irreparable harm.

XVII.2.3. Mediation. If the dispute is not resolved during the Negotiation Period, either party may request mediation through the AAA’s Consumer Mediation Procedures before proceeding to arbitration. Mediation is voluntary and does not extend the limitations period for filing an arbitration demand. The costs of mediation shall be shared equally between the parties unless otherwise agreed.

XVII.3. Binding Arbitration

XVII.3.1. Agreement to Arbitrate. If the dispute is not resolved through informal negotiation or mediation, any controversy, claim, or dispute arising out of or relating to this Agreement, the Services, or the relationship between the parties – including claims regarding the formation, validity, interpretation, enforceability, performance, or breach of this Agreement – shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and Mediation Procedures, as in effect at the time the arbitration is initiated (“Consumer Rules”). The Consumer Rules are available at www.adr.org.

XVII.3.2. Consumer Clause Registry. C-Suite Readiness shall register this arbitration clause with the AAA’s Consumer Clause Registry and shall maintain such registration (including payment of any annual Registry fees) for so long as this arbitration provision remains in effect. If C-Suite Readiness fails to maintain its registration and the AAA declines to administer a case as a result, the Member may elect to proceed in court in accordance with Section XVII.1.2.

XVII.3.3. Arbitrator Selection. The dispute shall be heard by a single arbitrator selected in accordance with the Consumer Rules. If the parties cannot agree on an arbitrator within the time frame specified by the Consumer Rules, the AAA shall appoint one.

XVII.3.4. Seat and Format of Arbitration. The seat (legal place) of arbitration shall be New York, New York. Consistent with the AAA Consumer Rules, hearings shall be conducted virtually unless: (a) the parties agree to an in-person hearing; or (b) the arbitrator determines, upon a party’s application, that an in-person hearing is necessary. If an in-person hearing is ordered, it shall be held in the Borough of Manhattan, New York, New York, or at such other location as the parties may agree. The arbitration shall be conducted in the English language.

XVII.3.5. Arbitration Fees and Costs. The allocation of arbitration fees and costs between the parties shall be governed by the AAA Consumer Arbitration Fee Schedule in effect at the time of filing, except as follows: (a) C-Suite Readiness shall pay all AAA filing fees, administrative fees, and arbitrator fees to the extent they exceed the amount the Member would have paid to file a complaint in the court of general jurisdiction in the Member’s state of residence; and (b) each party shall bear its own attorneys’ fees and costs, unless the arbitrator determines that Applicable Law requires a different allocation. If the arbitrator finds that a party’s claim or defense was frivolous or brought for an improper purpose, the arbitrator may award reasonable attorneys’ fees and costs to the prevailing party.

XVII.3.6. Arbitrator's Authority. The arbitrator shall have the authority to: (a) determine threshold issues of arbitrability, including challenges to the existence, scope, or validity of this arbitration agreement; (b) grant any remedy that would be available in a court of competent jurisdiction, including injunctive and declaratory relief and statutory damages; (c) award reasonable attorneys' fees where authorized by statute; (d) direct information exchange and, where necessary, authorize depositions, interrogatories, or other forms of discovery as provided under the Consumer Rules; and (e) impose sanctions for non-compliance with the Consumer Rules or the arbitrator's orders.

XVII.3.7. Award. The arbitrator's award shall be final and binding on the parties. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing: (a) either party may seek modification, correction, or vacatur of the award under Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. §§ 10–11); and (b) if the parties' agreement provides for an appeal process, any appeal shall be administered in accordance with the AAA's Consumer Rules regarding appeals.

XVII.3.8. Confidentiality of Arbitration. Except as may be required by Applicable Law or as necessary to enforce or challenge an arbitration award, neither party nor the arbitrator shall disclose the existence, content, or results of any arbitration proceeding without the prior written consent of both parties.

XVII.3.9. Stay of Court Proceedings. If either party initiates a court proceeding with respect to a dispute that is subject to arbitration under this Section XVII, and the other party moves to compel arbitration, the court shall stay (and not dismiss) the court proceedings pending the completion of arbitration, in accordance with *Smith v. Spizzirri*, 601 U.S. 472 (2024), and Section 3 of the Federal Arbitration Act (9 U.S.C. § 3).

XVII.3.10. Consistency Across Agreements. In the event of a conflict between the dispute resolution provisions of this Agreement and those of any other agreement between the parties (including any Event-specific waiver, coaching engagement letter, or supplemental terms), the provisions of this Agreement shall control unless the other agreement expressly states that it supersedes this Section XVII with specific reference to this clause. This provision is intended to avoid the ambiguity addressed in *Coinbase, Inc. v. Suski*, 144 S. Ct. 1186 (2024).

XVII.4. Class Action and Collective Action Waiver

XVII.4.1. To the fullest extent permitted by Applicable Law, the Member and C-Suite Readiness each waive any right to assert or participate in any class action, collective action, representative action, private attorney general action, or consolidated arbitration against the other party. All claims shall be resolved on an individual basis. The arbitrator may not consolidate claims of more than one person, preside over any form of representative or class proceeding, or award relief to any person other than the individual party seeking relief.

XVII.4.2. If a court or arbitrator of competent jurisdiction determines that any portion of this class action waiver is unenforceable with respect to a particular claim or request for relief, then that claim or request for relief (and only that claim or request for relief) shall be severed from the arbitration and may be brought in a court of competent jurisdiction in accordance with Section XVII.1.2. All remaining claims shall continue to be arbitrated.

XVII.5. Small Claims Court Carve-Out

XVII.5.1. Notwithstanding the foregoing, either party may bring an individual action in a small claims court of competent jurisdiction for disputes or claims within the scope of that court's subject-matter jurisdiction. If a small claims court action is filed and the opposing party contests jurisdiction, the parties shall follow the procedure set forth in the AAA Consumer Rules for resolving small claims court jurisdictional disputes.

XVII.6. Right to Opt Out of Arbitration

XVII.6.1. Opt-Out Right. A new Member may opt out of the arbitration provisions of this Section XVII by sending a written opt-out notice to C-Suite Readiness within thirty (30) calendar days of the activation date of the Member's first Membership ("Opt-Out Period"). The opt-out notice must include the Member's full name, email address associated with their Account, and a clear statement that the Member elects to opt out of binding arbitration.

XVII.6.2. Effect of Opt-Out. If a valid opt-out notice is timely received, the arbitration and class action waiver provisions of this Section XVII shall not apply to that Member, and any disputes between that Member and C-Suite Readiness shall be resolved exclusively in the courts identified in Section XVII.1.2. The opt-out does not affect any other provision of this Agreement.

XVII.6.3. Failure to Opt Out. If a Member does not submit a timely opt-out notice within the Opt-Out Period, the Member shall be deemed to have consented to the arbitration and class action waiver provisions of this Section XVII for the duration of their Membership and any Renewal Terms, unless otherwise required by Applicable Law.

XVIII. SEVERABILITY

XVIII.1. If any provision of this Agreement (or any portion thereof) is held to be invalid, illegal, void, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent. If modification is not possible, the provision shall be severed from this Agreement.

XVIII.2. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this Agreement, and all remaining provisions shall continue in full force and effect.

XVIII.3. Notwithstanding the foregoing, if the class action waiver set forth in Section XVII.4 is found to be unenforceable in its entirety with respect to any dispute, then the agreement to arbitrate that specific dispute shall be deemed null and void, and that dispute shall proceed in a court of competent jurisdiction. This provision is not severable from the class action waiver and is intended to ensure that no classwide arbitration is conducted under this Agreement.

XVIII.4. If any provision of this Agreement is found to be unconscionable by a court of competent jurisdiction, the court should sever only the unconscionable term(s) and enforce the remainder of this Agreement, rather than voiding the Agreement in its entirety. The parties intend that this Agreement be enforced to the maximum extent permitted by Applicable Law.

XIX. ENTIRE AGREEMENT

XIX.1. Entire Agreement. This Agreement, together with the Privacy Policy (Addendum A), the Cookies Policy (Addendum B), and any supplemental terms or policies expressly incorporated by reference (including the Community Guidelines), constitutes the entire agreement between the Member and C-Suite Readiness with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

XIX.2. No Oral Modifications. This Agreement may not be amended, modified, or supplemented except: (a) by a written instrument signed by an authorized representative of C-Suite Readiness; or (b) by C-Suite Readiness posting a revised version of this Agreement on the Website in accordance with the modification procedures set forth in Section III.6 (or its

equivalent in the final Agreement). No oral statement, representation, or course of dealing shall modify or supplement this Agreement.

XIX.3. No Waiver. The failure of C-Suite Readiness to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of C-Suite Readiness. A waiver of any right or remedy on one occasion shall not be deemed a waiver of any right or remedy on any subsequent occasion.

XIX.4. Headings. The headings and sub-headings used in this Agreement are for convenience of reference only and shall not affect the interpretation or construction of any provision.

XIX.5. Counterparts. To the extent that any portion of this Agreement is executed in counterparts, each counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement. Electronic signatures and digital acceptance through the Website or Community Platform shall have the same force and effect as original ink signatures.

XIX.6. Assignment. C-Suite Readiness may assign its rights and obligations under this Agreement, in whole or in part, to any successor entity, affiliate, or acquirer of all or substantially all of C-Suite Readiness's assets or business, without the Member's consent but with notice to the Member. The Member may not assign, transfer, or delegate any of their rights or obligations under this Agreement without the prior written consent of C-Suite Readiness.

XIX.8. Third-Party Beneficiaries. This Agreement does not confer any rights on any third party as a third-party beneficiary, except that Coaches, facilitators, and C-Suite Readiness's officers, directors, employees, and agents are intended third-party beneficiaries of the indemnification, limitation of liability, and release provisions of this Agreement.

ADDENDUM A: PRIVACY POLICY OF C-SUITE READINESS

I. GENERAL

I.1. This Privacy Policy is an integral part of the Terms of Service Agreement for C-Suite Readiness. This Privacy Policy explains how information about Users and other visitors is collected, used, and shared.

I.2. C-Suite Readiness's provision of the Services involves handling both personal and commercial data. Users commit to adhering to their responsibilities as data controllers under applicable data protection laws.

I.3. C-Suite Readiness retains the right to modify this Privacy Policy periodically by displaying the new adoption date on the respective webpage.

II. INFORMATION COLLECTED

II.1. C-Suite Readiness collects: (a) name; (b) email address; (c) Account password (encrypted); (d) telephone number; (e) postal address; (f) reviews or comments on the Community Platform; (g) messages sent through the Services; and (h) any other information Users choose to provide.

II.2. C-Suite Readiness uses this information for: (a) verifying login information; (b) maintaining a safe environment; (c) dispute resolution and customer support; (d) operating and improving the Services; (e) analytics; (f) relevant communications; (g) legal compliance; (h) payment processing assistance; and (i) any other purpose for which the information was collected.

II.3. C-Suite Readiness may share information: (a) publicly when Users post on the Community Platform; (b) with vendors and service providers who carry out services on behalf of C-Suite Readiness.

II.4. C-Suite Readiness will not sell personal data to third parties in exchange for money.

II.5. With permission, C-Suite Readiness may collect location data. C-Suite Readiness may also use IP addresses to estimate geographic location.

II.6. C-Suite Readiness uses cookies and similar technologies to collect information.

II.7. Information collected through cookies includes: (a) device information; (b) usage information; (c) location information; and (d) preference information.

II.8. Third-party partners may place cookies on Users' devices, subject to their own privacy policies.

II.9. Users have the right to manage cookies through browser settings. Rejection may impact functionality.

III. INFORMATION PROVIDED TO AND COLLECTED BY PAYMENT PROCESSING PROVIDERS

III.1. C-Suite Readiness uses Stripe, Inc. and Circle Technology Services, LLC (and any successor providers) as Payment Processing Providers. These services are provided under each provider's own terms and privacy policy.

III.2. Data Transmitted by C-Suite Readiness. C-Suite Readiness transmits to the Payment Processing Provider: (a) Member name; (b) email address; (c) billing address; (d) transaction amount, currency, and description; and (e) a unique transaction identifier.

III.3. Data Collected Directly by Payment Processing Providers. The following are collected directly by the provider and never touch C-Suite Readiness's servers: (a) full card numbers; (b) CVV/CVC codes; (c) card expiration dates; (d) bank account and routing numbers; and (e) other payment credentials.

III.4. Limited Data Retained by C-Suite Readiness. C-Suite Readiness retains only: (a) transaction identifiers; (b) payment status; (c) transaction amounts and dates; (d) last four card digits; and (e) billing cycle and invoice history.

III.5. PCI-DSS Reliance. C-Suite Readiness relies on its Payment Processing Providers' PCI-DSS compliance for cardholder data security. See Section V.7.7 of the Agreement.

III.6. Right to Change Providers. C-Suite Readiness may change Payment Processing Providers at any time. See Section V.7.5 of the Agreement.

IV. DATA PROTECTION AND SECURITY

IV.1. C-Suite Readiness takes reasonable measures to protect information about Users from loss, theft, misuse, and unauthorized access.

IV.2. C-Suite Readiness limits personally identifiable data shared with third parties, typically sharing only aggregated or anonymized data.

V. MANAGEMENT OF ACCOUNT INFORMATION

V.1. Users may update or remove Account information at any time. C-Suite Readiness may retain certain information as required by law.

V.2. Users may authorize or opt out of location data collection at any time.

V.3. Users are encouraged to share personal data responsibly. C-Suite Readiness does not bear responsibility for data Users independently disclose publicly.

VI. DATA STORAGE & PROCESSING

VI.1. C-Suite Readiness stores and processes information using databases and servers in the United States of America.

VI.2. Cookie-collected information is stored securely with appropriate protective measures.

VII. STATE-SPECIFIC DATA DISCLOSURES

VII.1. C-Suite Readiness retains data as long as the User maintains an Account, and may retain it longer for trust, safety, or legal reasons.

A. California Residents. Under the CCPA/CPRA: right to know, delete, correct, opt out, control sensitive data, and be free from discrimination.

B. Colorado Residents. Under the Colorado Privacy Act: right to confirm, access, correct, delete, receive portable copies, and opt out of targeted advertising, sale, or automated profiling.

ADDENDUM B: COOKIES POLICY OF C-SUITE READINESS

A cookie is a small text file stored by a web browser. Cookies may store information such as IP addresses, browser type, and information about content viewed and interacted with.

I. HOW AND WHY C-SUITE READINESS USES COOKIES

C-Suite Readiness uses strictly necessary cookies (preferences, session login) and, with consent, cookies for analytics and social sharing. Session cookies expire when the browser closes; persistent cookies last for a defined period.

II. USER PREFERENCES

Upon first visit, Users are presented with a banner offering cookie acceptance or rejection choices, except for strictly necessary cookies.

III. MANAGING COOKIES AND LOCAL STORAGE

Users may manage cookies through browser settings. Rejecting cookies may impact website functionality.

IV. WHAT COOKIES DOES C-SUITE READINESS USE?

Essential Cookies. Strictly necessary for use of the Website. Cannot be turned off.

Session Performance Cookies. With permission, services like Google Analytics collect statistical information about Website usage.

Persistent Cookies. Remain stored across sessions to remember preferences and settings.

Third-Party Cookies. Placed by external partners for analytics or tracking. Usage depends on User consent settings.