

# Online Purchase Terms and Conditions

The following are the terms of the agreement between The Towles Group, Inc. (“Company”) and the buyer of services (“Client) through [www.thetowlesgroup.com](http://www.thetowlesgroup.com) (“Site”). If you do not agree to these terms, you will not be able to purchase anything offered by Company, so please review these terms carefully:

## 1. INTRODUCTION

Client agrees to the terms and conditions outlined in this Online Contract ("Contract") with respect to the goods, services and information provided by or through Site. Client agrees to review this Contract prior to purchasing anything and purchase of Services (defined below) shall be deemed acceptance of this Contract.

## 2. ADMINISTRATIVE AND SUPPORT SERVICES

During the term hereof, Service Provider agrees to provide the services selected and described in Schedule A attached hereto and incorporated herein by reference (hereinafter referred to as the "Services").

## 3. FEES

Client agrees to pay for the Services as set forth in Schedule A attached hereto prior to commencement of Services.

## 4. DISCLAIMERS

**4.1 Investment Risk.** Investing entails some degree of risk and Client should inform themselves of the risks involved in any investment. The Services provided hereunder are intended to assist the Client in making investment decisions. No representation is being made by Service Provider that any account, product, or strategy will or is likely to achieve profits, losses or results similar to those discussed. The information provided by Service Provider does not constitute investment advice or an offer to invest or to provide management services. In providing the Services, the Service Provider does not intend to state, indicate or imply in any manner that current or past results are indicative of future results or expectations. Client agrees that it is his or her responsibility to seek its own investment, accounting, legal and tax advisors to evaluate independently the risks, consequences and suitability of investment. Investment risks described herein are not purported to be exhaustive.

**4.2 Forward Looking Statements.** During the provision of the Services, the Service Provider may provide statements, estimates or projections that constitute “forward-looking statements” as defined under U.S. federal and other jurisdictions securities laws. Any such forward looking statements are inherently speculative and are based on currently available information, operating plans and projections about future events and trends. As such, they are subject to numerous risks and uncertainties. Actual results and

performance may be significantly different from historical experience and our present expectations or projections. Service Provider undertakes no obligation to publicly update or revise any forward-looking statements.

**4.3 No Liability. IT IS EXPRESSLY AGREED THAT SERVICE PROVIDER SHALL HAVE NO LIABILITY TO CLIENT FOR ANY LOSS IN ANY MANNER OR FORM NOW OR AT ANY TIME IN THE FUTURE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE. SERVICE PROVIDER SHALL NOT BE LIABLE TO CLIENT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THE SERVICES.**

## **5. TERM**

The term of this Agreement shall commence on the first date indicated above and shall end upon completion of the Services as set forth in Schedule A attached hereto.

## **6. FORCE MAJEURE**

Any failure or delay in the performance by Service Provider of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of or results primarily from fire, storm, flood, earthquake or other acts of God, explosions, wars, insurrections, strikes, work stoppages or slowdowns, epidemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential raw materials despite commercially reasonable best efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").

## **7. CONFIDENTIALITY**

It is stipulated and agreed that during the term of this Agreement, Client will be in a position to become acquainted with Service Provider's confidential, privileged and proprietary information including, without limitation, financial strategies, know-how, trade secrets and other intellectual property, business plans and records, budget and financial information and the goals and objectives of the Service Provider, methods, practices and techniques for promoting and marketing services, personnel matters and other confidential processes, formulae or materials regarded by Service Provider as privileged, proprietary or confidential ("Confidential Information").

Client agrees that the Confidential is an integral and key part of the assets of Service Provider and that the unauthorized use or disclosure of Confidential Information would seriously damage Service Provider in its business. As a consequence of the above, Client hereby agrees that, during the term of this Agreement and thereafter:

- A. Client shall not, directly or indirectly:
  - i. Use any Confidential Information; or
  - ii. Divulge, disclose, furnish or make accessible, or cause any person to divulge, disclose or furnish, any aspects of Confidential Information to any person or entity (other than the other party), except as may be expressly authorized by Service Provider in writing or as required by law or pursuant to a court order; provided, however, that, prior to any such compelled disclosure, the Client shall have given the Service Provider notice of the circumstances relating to such compelled disclosure and an opportunity to seek an appropriate protective order with respect thereto.

- B. Client shall refrain from any action or conduct that might reasonably or foreseeably be expected to compromise the confidentiality or proprietary nature of the Confidential Information.
- C. Any breach of the provisions of this Section shall cause irreparable harm to the Service Provider and therefore, in the event of a breach of this Section, Service Provider shall be entitled to an injunction restraining Client from disclosing or appropriating, in whole or in part, the Confidential Information, in addition to any other remedies available for such breach or threatened breach.
- D. The term "Confidential Information" as used in this section shall not include information:
  - i. Which is or becomes available to the public through no act, omission or fault of, and absent any breach of a covenant or obligation hereunder by Client; or
  - ii. Which Client may have received lawfully from any third party without restrictions as to disclosure thereof.

## **8. ASSIGNMENT/SUCCESSORS**

Neither Party hereto may assign this Agreement or any rights hereunder to any other person, without the prior written consent of the other party hereto. This Agreement shall be binding upon and enure to the benefit of the successors of the parties hereto.

## **9. WAIVER OF BREACH**

The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to constitute a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof, including the right of any party thereafter to enforce each and every provision. The waiver by any party to this Agreement of any breach or violation of any provision of this Agreement by the other party hereto shall not operate or be construed to be a waiver of any subsequent breach or violation thereof.

## **10. SEVERABILITY**

The terms and conditions of this Agreement are hereby deemed by the parties to be severable, and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity and enforceability of the other provisions hereof.

## **11. NOTICES**

Any notice contemplated by or required or permitted to be given under this Agreement shall be in writing and by first class mail, or delivered personally, or sent by next day or overnight courier or delivery, or mailed by registered or certified mail, return receipt requested, postage prepaid, to the address first listed above and shall be effective upon receipt.

## **12. GOVERNING LAW**

This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New York. The federal and state courts within the State of New York shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with this Agreement.

### **13. RELATIONSHIP OF THE PARTIES**

Service Provider and Client are acting solely as independent contractors under this Agreement. It is expressly understood and agreed by the parties hereto that nothing in this Agreement, its provisions or transactions and relationships contemplated hereby shall constitute either party as the agent, employee, partner or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. Neither party to this Agreement shall have the authority to bind or commit the other party hereto in any manner or for any purpose whatsoever, except as may be expressly provided for herein, but rather each party shall at all times act and conduct itself in all respects and events as an independent contractor. This Agreement creates no relationships of joint venturers, partners, associates or principal and agent between the parties hereto.

### **14. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT; AMENDMENTS**

This Agreement may be executed in counterparts in order to provide each party hereto with a fully executed original hereof. This Agreement reflects the complete understanding of the parties as of the date hereof and constitutes their entire agreement regarding the subject matter hereof, all prior negotiations, representations and statements having been merged herein. This Agreement may be amended only by a written amendment between the parties hereto.

### **15. ACKNOWLEDGMENT**

This Agreement represents the entire understanding between Client and Company regarding any sale of Services hereunder and supersedes any prior statements or representations. By bidding on or purchasing Services of Company YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS OF THIS CONTRACT.

**SCHEDULE A**  
**ADMINISTRATIVE AND SUPPORT SERVICES AND FEES**

The Services provided shall be one of the following packages:

**Gold Package**

Information and guidance to assist Clients with:

- a. increasing credit score
- b. setting financial goals
- c. developing plans to reach financial goals
- d. setting budgets
- e. building wealth

The Fees due for Package 1 are payable upon execution of this Agreement and shall be \$1,050.00. Client will qualify for a promotional discounted Fee of \$810.00 if paid in full by August 23, 2013

Under the Gold Package, this Agreement ends after two (2) scheduled sessions lasting 90 minutes that shall take place within seven (7) business days of each other.

**Gold Package Plus**

Everything included in Package 1 above PLUS

- a. 30 minute coaching phone calls weekly for 8 weeks

The Fees due for Package 2 are payable upon execution of this Agreement and shall be \$2,225.00. Client will qualify for a promotional discounted Fee of \$1,560.00 if paid in full by August 23, 2013

Under the Gold Package Plus, this Agreement ends after the last coaching call. All coaching calls will be scheduled at the time of the first meeting.

**Refund Policy**

In the event that a Client cancels a Gold Package prior to the second scheduled appointment, Client may request a refund of 50% of the purchase price by contacting Service Provider.

In the event that a Client cancels a Gold Package Plus before the first scheduled coaching session, Client may request a refund of 40% of the purchase price by contacting Service Provider.

Any cancellation requests must be made to the Service Provider via phone at {number} or email {email address} and are not final until a confirmation number from Service Provider has been given to Client.