

1. **Disclaimer.** As an inducement to Tax Sale Support LLC to accept Participant's enrollment in the training described on the attached Enrollment Form1 ("Training"), Participant agrees that no representation or warranty about any specific or general outcomes, monetary or otherwise, has been made by Tax Sale Support LLC or its principals, members, agents, employees, or affiliated companies (collectively, "TSS"), including without limitation in these Terms and Conditions or the Enrollment Form (together, "Agreement") or any other communications or materials. Participant's success or failure depends on Participant's actions and decisions, those of third parties, and market conditions in general. TSS cannot guarantee or be responsible for Participant's success or failure. **ALL SERVICES, MATERIALS, AND INFORMATION ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED.**
The confidentiality of information Participant reveals to other participants or TSS representatives, including for example business or proprietary plans or concepts, cannot be assured. Participant discloses such information at its sole risk. Under no circumstances will TSS be liable for information revealed by Participant or have any duty to enforce or maintain the confidentiality (if any) of such information.
2. **Real Estate Risk.** Training is for educational and informational purposes only. TSS does not recommend or guarantee particular investments or transactions. Participant is solely responsible for evaluating real-estate opportunities, including conducting due diligence and obtaining independent advice from real-estate agents, appraisers, attorneys, accountants, mortgage brokers, or other professionals.
3. **Enrollment Policies.** Upon enrollment TSS begins committing resources and incurring expenses in preparation for Participant's involvement in Training. Package selection is final; "downgrades" or partial refunds are not available. Failure to attend Training does not constitute grounds for a refund. If a refund request is made by a participant who states or implies that it has stopped, or intends to stop, using the services or if TSS reasonably believes that to be the case, TSS may suspend access to such services in order to ensure quality and security for others. Under no circumstances will TSS grant refunds requested more than 30 days after the Enrollment Date, except as required by law. To compensate TSS for administrative and processing resources and any services used by Participant, a nonrefundable portion of the enrollment fee will be deducted as follows: (1) \$5,000.00 for Platinum and Diamond Training packages; or (2) for all other packages, 15% of the amount actually paid by Participant. TSS may deduct from any refund its actual costs incurred booking lodging or travel for Participant in anticipation of Training.
4. **Notice of Cancellation: By signing this Purchase Agreement (the "Agreement"), you acknowledge the purchase of an education and training program. You understand you are purchasing education and training and not a business opportunity, "get rich quick" program, or guaranteed money-making system. Proper education and training can help you make better informed decisions. However, you understand that investing carries risk and results are not guaranteed. Results rely on individual effort, time, and skill of each customer, as well as market conditions and other factors. If your personal circumstances, such as age, effort, time, still, commitment, etc., will limit your ability to apply the education, you may reconsider your purchase, or you may wish to partner with another person to assist in implementing these strategies. In the event you are sixty-five (65) years of age or older, you may cancel your purchase any time prior to midnight of the twenty-first (21st) calendar day after the date of this transaction and receive a full refund. If services are used prior to the twenty-first (21st) calendar day, no refund will be available. Otherwise, you may cancel this transaction at any time within three (3) business days after purchase. To cancel, please call Customer Service at (800) 425-8068 to receive a Return Authorization Code and shipping address. Refunds will be issued within ten (10) business days of the date of approval and fully executed agreement. If you choose to keep your materials, a refund less the cost of materials will be issued. Materials must be received in resalable condition.**
5. **Quality of Services.** TSS may provide supplemental or complementary services, for example, access to a private Facebook group. TSS may terminate, modify, or restrict access to such services in its sole discretion, for example, to maintain the quality and security of such services for others. TSS may in its sole discretion terminate services and issue a refund, except as prohibited by law, including for example, as a result of the conduct of Participant or Guest during Training. Except in extraordinary circumstances, TSS will work with Participant in good faith prior to such termination.
6. **Guest.** Participant may not substitute a different Guest from the one identified on the enrollment form, except as TSS authorizes in its sole discretion. Guest is not an intended beneficiary of this Agreement. Participant is responsible for Guest's conduct.
7. **Release.** Participant releases and covenants not to sue TSS for any claims or causes of action relating to the Training. TSS will not be liable for any punitive, incidental, or consequential damages arising from such matters, including without limitation, bodily injury, emotional distress, property damage, or wrongful death. Participant acknowledges that these limitations on its remedies do not fail of their essential purpose and that it is not unconscionable for TSS to seek and obtain such limitations on its financial exposure to Participant.
8. **Indemnity.** Participant agrees to indemnify, hold harmless, and defend TSS for any claims, judgments, liabilities, actions, demands, losses, damages, and expenses (including attorneys' fees and costs) arising out of Participant's violation of its obligations or covenants under this Agreement or Participant's other acts or omissions or those of Participant's Guest.
9. **Acceptance of Risk.** Training may require physical or mental exertion and may present substantial risks and dangers, including for example, the risk of death, severe physical or emotional injury (including severe bodily harm), or illness. Participant represents and warrants that Participant is in good physical condition, has reviewed thoroughly all aspects of the Training, and fully and completely assumes those risks without any liability to TSS. Participant further represents and warrants that Participant maintains or has obtained with respect to the Training, general liability insurance, health insurance, travel insurance, and other relevant coverage for which Participant is insured, for the benefit of Participant or its heirs, successors, and assigns. TSS is not responsible for providing insurance with respect to the Training for Participant's benefit.
10. **Choice of Law; Arbitration.** Any claims, disputes, or causes of action relating to this Agreement or the Training will be governed by Utah Law, without regard to its choice of law principles. The exclusive venue for such disputes is arbitration in Salt Lake County, Utah. The parties expressly intend and agree that class action and representative action procedures shall not be asserted, nor will they apply, in any such arbitration. The parties will not assert class action or representative action claims against each other, in arbitration, or otherwise, but instead will only submit their own individual claims in arbitration, and will not seek to represent the interests of any other person. All arbitration shall be conducted in accordance with the Rules and Regulations of the American Arbitration Association, which proceedings shall be final and binding and strictly confidential.
11. **Confidentiality.** Participant agrees to keep the terms of this Agreement confidential and will not disclose them unless compelled by an order of a court of competent jurisdiction. If this Agreement is subject to a subpoena or other legal process seeking its disclosure, the party subject to disclosure shall provide prompt notice so the other party may have an opportunity to oppose the subpoena or other process. TSS may, in its sole and absolute discretion, waive this confidentiality provision.
12. **Severability.** If any part of this Agreement is held to be unenforceable, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the extent possible. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
13. **PARTICIPANT HAS FULLY AND CAREFULLY READ THIS AGREEMENT, IS NOT ACTING UNDER DURESS OR UNDUE INFLUENCE, AND FULLY UNDERSTANDS IT CONTENTS AND LEGAL CONSEQUENCES.**
14. **Signing.** Participant's signature on the Enrollment Form affirms acknowledgment, understanding, and voluntary acceptance of each of the terms of this Agreement.