



Terms of Use

IMPORTANT: READ THIS CAREFULLY BEFORE ACCESSING OR USING GLOBAL PLAYERS' PROPRIETARY MATERIALS, WHICH INCLUDES ANY AUDIO AND/OR VISUAL PRESENTATIONS, AND/OR PROGRAMS ASSOCIATED WITH GLOBAL PLAYERS OR GLOBAL PLAYERS, LLC. BY ACCESSING OR USING THE PROGRAM, YOU ACKNOWLEDGE THAT:

YOU HAVE READ THIS AGREEMENT,
YOU UNDERSTAND IT, AND
YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS.

IF YOU DO NOT AGREE, DO NOT UNDERSTAND, OR DO NOT ACCEPT THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE ANY OF GLOBAL PLAYERS' PROPRIETARY MATERIALS, INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS, MEMBERS AREA, AND/OR PROGRAMS ASSOCIATED WITH GLOBAL PLAYERS OR GLOBAL PLAYERS, LLC, AND CONTACT US IMMEDIATELY AT TMICHAEL@PLAYTHEGLOBE.ORG

This Agreement (the "Agreement") is entered into on the date of purchase ("Effective Date") by and between Global Players, LLC, located at 500 Dodds Ave., Chattanooga, TN 37404 (GLOBAL PLAYERS) and you the Client ("YOU" or "YOUR") (collectively the "Parties" and individually "Party").

WHEREAS, GLOBAL PLAYERS is engaged in the business of teaching Mindset, Marketing, Personal Development, and Program Design techniques intended to help individuals and institutions design international sports programs.

WHEREAS, YOU desire to engage GLOBAL PLAYERS to provide Mindset, Marketing, Personal Development, and Program Design techniques to YOU in the form of webinars, audio and/or visual presentations, and periodic personal coaching and evaluation.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1.1. **Program.** Under the terms of this Agreement, GLOBAL PLAYERS agrees to provide Services to YOU for 4-8 weeks in the form of webinars, audio and/or visual presentations, and periodic personal coaching and evaluation (the "Program") in exchange for a fee (the "Program Fee"), which will be determined according to Paragraph 1.2 below. **Your access to the Program is conditional on GLOBAL PLAYERS' receipt of the Program Fee.**

1.1.1. **Term.** This Agreement will commence upon YOUR acceptance of this Agreement and payment of the Program Fee. YOU agree and understand that upon commencement of this Agreement, you will become enrolled in the next available Program, unless an alternative date has been requested in writing, which will conclude in four (4-8) weeks from the Program Start date .

1.1.2. **Termination.** GLOBAL PLAYERS may immediately terminate this Agreement at any time in its discretion upon written notice to YOU, which may be sent via email. Notwithstanding anything to the contrary herein or otherwise, the provisions of this Agreement concerning indemnification, non-disclosure, Confidential Information, Intellectual Property, disclaimer of warranties, and limitation of liability shall survive the termination of this Agreement.

1.2. **Program Fee.** By entering into this Agreement, YOU agree and understand that you are committing to pay GLOBAL PLAYERS

Either:

One Fast-Action Payment

or

Two (2) Monthly Payments equal to the Regular Price

1.3. **Promotional Material.** By entering into this Agreement, YOU affirmatively agree and acknowledge that GLOBAL PLAYERS may at any time reproduce and/or disseminate any testimonial describing or otherwise referencing, either directly or indirectly, YOUR experience in the Program, including any specific results experienced by YOU over the course of YOUR participation. YOU agree and acknowledge that this includes any written statements you may publish through social media accounts and online forums, as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event related to the Program. YOU further represent and warrant that any statements or testimonials you make shall be correct, accurate, and truthful. Additionally, YOU irrevocably and permanently grant, assign and convey to GLOBAL PLAYERS the right to use, broadcast, distribute, and exhibit in any form now or later developed, including publications for promotion on website entries and social media sites, YOUR name, likeness, image, photograph, voice, and video as related to and in conjunction with YOUR attendance of any Program event and/or participation in the Program (collectively "YOUR Materials"). YOU irrevocably and permanently waive any right to royalties or other compensation arising from or related to the use of YOUR Materials.

1.4. **No Refunds.** GLOBAL PLAYERS abides by *a strict no-refund policy*. By entering into this Agreement, YOU agree and understand that you are permanently waiving the right seek or claim any refund of the Program Fee. YOU further acknowledge, represent, warrant and agree that, by entering into this Agreement, YOU are taking full responsibility for YOUR own success and therefore **YOU will not request a refund.**

1.5. **Commitment to the Program.** By entering into this Agreement, YOU commit and agree to faithfully execute all of the lessons, assignments, and coursework in the Program to the best of YOUR ability. YOU further agree to attend **all** scheduled Q&A and coaching sessions included as part of the Program. YOU also acknowledge that creating results requires tremendous effort and that YOU are prepared and committed to faithfully make that effort.

SECTION 2: INDEMNIFICATION AND NO WARRANTIES

2.1. **Success not Guaranteed.** By entering into this Agreement, YOU agree and understand that GLOBAL PLAYERS is **only granting YOU access to the Program**, which attempts to teach YOU Mindset, Marketing, Personal Development, and Program Design

techniques intended to help YOU design YOUR own international sport programs. GLOBAL PLAYERS and TARA MICHAEL **guarantee no specific results. YOU take full responsibility for YOUR own success.** YOU acknowledge that everyone's success is different and depends on numerous factors, including, but not limited to, YOUR own drive, dedication, and motivation. Any examples of income or testimonials are not meant as a promise or guarantee of YOUR own earnings or success, and YOU should not rely upon them in any manner whatsoever. Please be aware that YOU may experience loss of income by using the Program. In other words, YOU are completely and totally responsible for YOUR own success, and there is a risk YOU may lose money.

2.2. **Disclaimer of All Warranties.** GLOBAL PLAYERS HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE PROGRAM, ALONG WITH ANY ANCILLARY SERVICE, IS BEING PROVIDED "**AS IS**," WITHOUT ANY TYPE OF WARRANTY WHATSOEVER. IF YOU ARE A CALIFORNIA RESIDENT, BY ACCEPTING THIS AGREEMENT YOU ARE WAIVING CALIFORNIA CIVIL CODE SECTION 1542 WHICH STATES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

2.3. **Limited Liability.** In no event will GLOBAL PLAYERS or TARA MICHAEL be liable to YOU or any party related to YOU for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if GLOBAL PLAYERS or TARA MICHAEL has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.4. **Indemnification.** YOU will, at YOUR own expense, defend, indemnify, and hold GLOBAL PLAYERS, its officers, members, managers, agents, attorneys and employees, harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of, related to, or in connection with YOU being granted access to the Program and/or GLOBAL PLAYERS' provision of any service.

SECTION 3: CONFIDENTIALITY

3.1. Confidentiality. Subject to the terms and conditions herein, only YOU are being granted access to the Program, and during the Program you will be exposed to GLOBAL PLAYERS' proprietary and/or confidential information (collectively "Confidential Information"). Unless specifically and expressly authorized by this Agreement, YOU shall not use, teach, sell, disclose, reveal, provide or make available to any third party any of GLOBAL PLAYERS' Confidential Information, including, but not limited to, materials (whether in electronic form or made available to YOU in private social media groups, or otherwise), documentation, techniques, formulas, methods, processes, algorithms, code, software, designs, uses, apparatuses, notes, trade and service marks, trade dress, trade secrets, images, video, audio, intellectual property, or any login member credentials. YOU warrant, represent, and agree to (i) hold the Confidential Information in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as YOU use to avoid unauthorized use, disclosure, or dissemination of YOUR own confidential information of a similar nature, but not less than reasonable care; and (ii) not use the Confidential Information for any purpose whatsoever except as expressly contemplated under this Agreement. GLOBAL PLAYERS (or its licensor) shall at all times retain all rights, ownership, title, and interest in any Confidential Information.

3.2 Intellectual Property. YOU acknowledge that any and all intellectual property, including -- but not limited to, Confidential Information, audio and visual presentations, documentation, images, designs, works made for hire, marks, trademarks, trade secrets, and any other materials or elements associated with the Program and/or Sales System (collectively the "Intellectual Property") -- is the sole intellectual property of GLOBAL PLAYERS. YOU further acknowledge and agree that, as between YOU and GLOBAL PLAYERS, GLOBAL PLAYERS and its third-party licensors own and shall continue to own all right, title, and interest in and to the Intellectual Property. Except for the limited, revocable license expressly granted to YOU herein, this Agreement does not grant YOU any ownership or other right or interest in or to any Intellectual Property or any intellectual property rights of GLOBAL PLAYERS, whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that GLOBAL PLAYERS uses in connection with services rendered by GLOBAL PLAYERS are marks owned by GLOBAL PLAYERS. This Agreement does not grant YOU any right, license, or interest in such marks or Intellectual Property, and YOU shall not assert any right, license, or interest in such marks or Intellectual Property that are confusingly similar thereto.

SECTION 4: MISCELLANEOUS

4.1. **Non-transferability.** The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. **Indemnification.** YOU will, at your own expense, defend, indemnify, and hold GLOBAL PLAYERS, its agents, attorneys and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with this Agreement and/or YOUR access or participation in the Program.

4.3. **Integration.** This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and GLOBAL PLAYERS concerning the Program, and this Agreement supersedes and replaces any prior proposal, representation, promise or understanding relating to the Program, whether oral or written. YOU represent, warrant and agree that YOU are not relying upon any prior proposal, sales call, representation, promise or understanding relating to the Program, whether oral or written.

4.4. **Modification.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and is modifiable only by a duly signed written instrument.; however, GLOBAL PLAYERS reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at www.playtheglobe.org or www.taramichael.com.

4.5. **Waiver; Binding Effect; Counterparts.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of GLOBAL PLAYERS, its officers, members, managers, agents, or employees, except by duly signed written instrument. The failure of GLOBAL PLAYERS to enforce any provision of this Agreement shall not constitute a waiver of the future enforcement of that provision and shall not constitute a waiver of the enforcement of any other provision. The Parties represent and warrant that they are authorized to execute this Agreement and that this Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, successors, and assigns. The Parties further agree that this Agreement may be executed in any number of counterparts, all the counterparts shall be deemed to constitute one instrument, and each counterpart shall be deemed an original. Email and pdf copies of signatures shall serve as originals.

4.6. Governing Law and Jurisdiction. This Agreement and any disputes relating to this Agreement shall be governed and construed in accordance with the laws of the United States of America and the State of Tennessee, without regard for its conflicts of laws principles. Jurisdiction and Venue for any dispute concerning, involving, or in any way related to this Agreement shall lie exclusively in the federal and state courts of the State of Tennessee, located in Chattanooga County. The Parties expressly waive any objections to such jurisdiction and venue and irrevocably consent and submit to the personal and subject matter jurisdiction of such courts in any action or proceeding. However, this Agreement and/or any court order or judgment arising out of or related hereto shall be enforceable in every state and worldwide.

4.7. Remedies. In the event of a breach or threatened breach by YOU of any of the provisions of this Agreement, YOU hereby consent and agree that GLOBAL PLAYERS shall be entitled to obtain, as a matter of right hereby granted, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief.

4.8. Enforceability; Severability; Construction. The invalidity of any portion of this Agreement whether declared invalid by a court or otherwise shall not affect the validity of the remainder of the Agreement. If a court of competent jurisdiction should find the provisions of any provision of this Agreement to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. The language in all parts of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against any Party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments hereto.

4.9. Attorneys' Fees and Legal Expenses. If any proceeding or action shall be brought to recover any amount under this Agreement, or for or on account of any breach hereof, or to enforce or interpret any of the terms, covenants, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court,

and shall be made a part of any award or judgment rendered (regardless of whether or not the matter is contested).

BY PURCHASING THIS PROGRAM, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, STRICT NO REFUND POLICY, AND CONFIDENTIALITY.