UPLEVEL BY DESIGN

UPLEVEL FOUNDATIONS · SPOUSE SEAT ACCEPTANCE · V1.0

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These are the terms that come with a spouse's Seat. This copy can't be signed or returned. If your spouse adds your Seat when they join, your own copy, filled in with your name, comes to you through DocuSign after they pay. Nothing about paying applies to you.

Spouse Seat Acceptance

Your spouse, FILLED IN ON YOUR OWN COPY, has a Seat for you in Uplevel Foundations. The Seat is included in your Spouse's Membership. You, personally, never owe us money for this included Seat, and we will never bill you for it.

To use the Seat, you agree to these parts of How Membership Works, which comes with this page: What stays private, Will I be recorded and how are recordings used, How do you use AI and my information, Can you end my membership, What if something goes wrong between us, and How do we settle a disagreement. Nothing about paying applies to you.

In short: keep what other Members share to yourself, and treat everyone with respect. We record our sessions, and you can keep your camera off. Our media release lets us use recordings and photos of you, including your face and voice, to teach and to market our programs, with no end date. We never show your full name or private details in our marketing. If we disagree, we settle it by arbitration, not in court. You can opt out by emailing us within 30 days after you sign this page.

Your Seat ends when your Spouse's Membership ends. Either of you can end your Seat at any time by email. If you and your spouse separate, tell us. After that, we work only with the Member.

This review copy can't be signed.

Your own Spouse Seat Acceptance is sent to you through DocuSign after your spouse pays, filled in with your names. Only that copy can be signed. In your own copy, Uplevel Entrepreneur, LLC accepts it by sending it to you for signature.

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Who can join?

You must be at least 18 and live in the United States. You join as a person, even if a business pays.

If a business pays, you also sign for it and confirm you have the right to. Then the business and you are both responsible for the payments, and the business agrees to this agreement too.

This agreement covers Uplevel Foundations. Your Card says which Foundations membership you have.

How do I count days?

Day 0 is the date on your payment receipt, in Eastern Time. Day 1 is the next day. Weekends and holidays count.

A deadline ends at 11:59 PM Eastern Time (New York time) on its last day. Your Card shows the real dates, so you never have to count.

When you send us a request, the time it reaches us is what counts.

What if I miss a live call?

Your Card lists the live calls you can join. Joining is your choice. If you miss one, we do not make it up, and your price stays the same. We post recordings of group calls when we can, but we do not promise a recording of every call. A holiday or a change in our Team's schedule may move or cancel a call. The Member Handbook calendar shows the times.

Your access to the curriculum, calls and recordings lasts only while your membership is active.

What kind of help do we give?

In Uplevel Foundations, we teach and we coach. We answer questions in a general way. You make your own decisions.

We do not act as your attorney, and we do not draft legal documents. We do not prepare your tax return. Investment advice comes only from a licensed firm, under its own separate agreement with you.

Some professional firms are Uplevel By Design companies, such as Your Books By Design, LLC. You may hire them or anyone else you choose. Each one has its own agreement with you.

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Edward Collins owns, or owns part of, the Uplevel By Design companies. If you hire one of them, he may gain from the fees you pay it. That is a conflict of interest, so we tell you. You never have to hire them. Our work for you does not depend on it.

Do you promise results?

No. Your results depend on your facts, your choices and the work you do. We promise to teach, to coach and to deliver what your Card lists. We do not promise that you will protect more assets, pay less tax, grow your wealth or pass it on.

Stories we share are based on real Members. We may change details to protect privacy, but never the results. Each story is one person's result, not what most Members get. Your results depend on you.

What is yours, and what is ours?

Our curriculum, Playbooks, tools, recordings and methods belong to us or to Uplevel By Design, LLC. So do the Uplevel names. While you are a Member, you may use them for your own business and family.

You may not copy, share, sell or teach them to others. Do not load them into any AI tool or other system. The one exception is a private tool that does not learn from what you load.

Copies you download for your own planning are yours to keep for that use, even after you leave.

What you build with our curriculum, such as your own Uplevel Wealth Blueprint, is yours to use for your own businesses and family, even after you leave. Our methods, templates and the Uplevel names inside them stay ours.

What stays private?

Members speak openly about money, family and business because they trust each other. Keep what other Members share to yourself. Never record it, post it or repeat it.

Our rooms are for learning. Never use them, or what you learn about other Members there, to sell to or recruit them. That includes direct messages and contact outside our rooms. While you are a Member, do not try to hire away anyone on our Team.

We keep your private information private too. We use it to serve you, and we share it only as this agreement and our Privacy Notice allow. Our marketing follows the media release.

Our Community Guidelines, in the Member Handbook, give the full standards.

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Will I be recorded, and how are recordings used?

Yes. We record our live sessions, calls and events. We may also take photos. If a session is recorded, we say so at the start. If you join, you agree to be recorded. You can keep your camera off and show only your first name. That is always your choice. If you bring a guest, such as your CPA, tell them the call is recorded.

This section is your media release. You let us, Uplevel By Design, LLC and the people we hire use these recordings and photos to teach, to run our programs and to market them. That includes your face, your voice and what you say. It covers ads, free posts online and any other format, anywhere, with no end date. You will not be paid for it. You will not make a claim against us for using recordings the way this section allows.

When we share a recording or a Member's story in our marketing, we never show your full name or private details like your date of birth, Social Security number, account numbers or home address. We may change details of a story to protect your privacy.

You may ask us not to use recordings of you in our marketing. We will look at each request, but whether to say yes is our choice. Even if we say yes, you may still appear in recordings of our group sessions and events, because removing one person from a group recording is often hard or not possible. We may also keep using what was already made.

How do you use AI and my information?

We use AI tools to help us prepare, teach and run our programs. Those tools may handle information you share with us. We use them only under business terms that do not let them train public AI models on your information.

A person on our Team reviews any plan, answer or document an AI tool helps us make for you before you get it. An AI tool never makes a decision for you. The Member Handbook lists the tools we use.

You let us share your information with the other Uplevel By Design companies, so whichever one serves you has what it needs. We share it only for that reason. No Uplevel By Design company pays another for your referral.

Your tax return information is shared only if you sign a separate consent with Your Books By Design, LLC.

Our Privacy Notice explains everything else, including the companies that help us run our programs. You may take back your permission to share at any time by email. That does not reach information we already shared.

Who is on my household seat?

Uplevel Foundations includes a Seat for your spouse. Your spouse uses the Seat at no extra cost and never pays.

To use the Seat, your spouse signs our Spouse Seat Acceptance. Your spouse's Seat ends when your membership ends.

Either of you can end the spouse Seat at any time by email. If you separate, tell us. After that, we work only with you.

What if a payment does not go through?

We try again and email you. Your Card says how long you have to fix it, and what happens if you don't.

If you dispute a charge with your bank, please contact us first. We answer within 2 business days. While a dispute is open, we may pause your access.

Your card or bank statement will show UPLEVEL ENTREPRENEUR.

Can you end my membership?

Yes, if you break this agreement or the Community Guidelines, or if your conduct harms other Members or our Team. We will tell you why by email. If we end it for that reason, we do not refund what you have paid. But if your money-back deadline has not passed, you can still ask for your money back. Your Card explains what happens to your payments.

For a lesser problem, we may pause your access for up to 14 days. We do not charge you for days your access is paused. If you are in your 12 months, we add the paused days to the end of them instead.

If we stop offering Uplevel Foundations for any other reason, we will refund the time you paid for and have not used.

We may change the platforms we use, such as Skool or Zoom. If a platform stops working, we will move you to another one. We do not refund for short outages.

We are not responsible for delays caused by events we cannot control, such as storms, outages or illness. We will reschedule or move you as soon as we can.

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What if something goes wrong between us?

It is hard for us to imagine a situation where we would owe you for a loss. Still, we want you to know what would happen if one did. If it does, the most we owe is what you paid us in the 12 months before your claim. We are not responsible for lost profits or other indirect losses.

These limits also protect Uplevel By Design, LLC and the other Uplevel By Design companies. They protect their owners, Team Members and contractors too, for claims that come from your membership. A claim under another firm's own agreement with you follows that agreement.

These limits do not apply to harm we cause on purpose. They also do not apply where your state's law says they cannot.

If you break this agreement and someone makes a claim against us because of it, you will cover our reasonable costs.

How do we settle a disagreement?

First, we talk. Email us and tell us what is wrong. We each get 30 days to fix it. The time limit for your claim stops running while we talk.

If talking does not work, either of us can go to small claims court, if your claim is small enough for that court. Either of us may also go to court only to collect money that is past due under a Card. That court must be in Miami-Dade County or Palm Beach County, Florida.

Any other claim goes to arbitration instead of court. That means you and we both give up the right to sue in court and to have a judge or jury decide. A neutral person called an arbitrator decides instead. The arbitrator also decides whether a claim belongs in arbitration. The hearing can be held by video. You can almost never appeal the decision.

The American Arbitration Association runs it under its consumer rules. If many similar claims are filed together, its mass arbitration rules apply. We pay the arbitration fees above what a court would charge you to file. The Federal Arbitration Act applies.

Each of us brings claims only for ourselves. Neither of us can bring or join a class action or a group claim. If a court says this rule cannot apply to a claim or to a kind of relief, that claim or relief goes to court instead. The court waits until the arbitration ends.

Either of us may still ask a court to stop the other from sharing what Members said in private, or from misusing our materials. That court must be a state or federal court in Miami-Dade County or Palm Beach County, Florida.

You can opt out of arbitration. Within 30 days after the date on your first payment receipt, email us your name and the words "I opt out of arbitration." Then our disagreements go to

court instead, in those same counties. The rule against class actions still applies where the law allows it. Opting out changes nothing else.

These rules also cover claims about Uplevel By Design, LLC and the other Uplevel By Design companies. They cover claims about their owners, Team Members and contractors too, when the claim comes from your membership. They may use these rules too. A claim under another firm's own agreement with you follows that agreement.

Florida law applies. You keep any rights your own state says can never be taken away.

Can this agreement change?

We may update How Membership Works and the Member Handbook. We will email you at least 30 days before an update starts. If you stay a Member after that date, the update applies to you.

If you are in your 12 months, an update to How Membership Works applies to you during them only if you agree to it. Member Handbook updates apply to everyone after the 30 days.

We may add or change the AI tools listed in the Member Handbook at any time, as long as they follow the rules in How Membership Works.

Some things never change unless you agree. These are Our Promises to You, your monthly price, any commitment you made, your right to cancel and any refund you are owed.

A change to how we settle disagreements applies only to new claims. You may refuse it by emailing us before it starts.

If we choose to give you more than this agreement promises, that does not change the agreement.

The Last Details

This agreement, your Card, the boxes you checked when you paid and the Member Handbook are our whole agreement. They replace anything said before, on a call or in writing. You did not rely on any promise that is not in them. A Handbook update never takes away anything your Card lists. If they disagree, Our Promises to You win, then your Card, then How Membership Works, then the Handbook.

Electronic signatures and online agreement boxes count as real signatures. You agree to get this agreement and all notices by email, at the address you gave us. You can ask for a paper copy at any time, at no cost. Our address for notices is support@uplevelbydesign.com.

We do not make offers to keep you when you cancel.

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These parts still apply after you leave: what stays private, what is ours, the media release, the limits on what we owe, covering our costs, money you still owe, and how we settle disagreements.

If one part of this agreement cannot be enforced, the rest still applies. We may transfer this agreement to a company that takes over our programs. You may not transfer it.

You are joining to learn how to build and protect your business and the wealth it creates.

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