

## TERMS & CONDITIONS FOR ACCESS TO SPARROW IMPACT MASTERY

Effective date: May 1, 2022

Welcome!

*Thank you for purchasing Sparrow Impact Mastery (“Program”).*

*All sales are final for this Program. By clicking “Buy Now,” “Complete Order,” or any other phrase on the purchase button, entering your credit card information, or otherwise rendering payment (either in-full or partial) for the Program for which these terms appear, you (“Client” and/or “Customer”) agree to be provided with the Program created by Derik Timmerman (“Owner”) in his capacity as Owner of Sparrow Nonprofit Solutions (the “Company”), and you are executing a legally binding agreement with the Company, subject to the following terms and conditions (“Agreement”):*

Sparrow Nonprofit Solutions (“Company”) welcomes you. Please READ carefully. Your access and use of this Site and Program is subject to legally binding terms and conditions, which you accept and agree to by accessing this Site and/or Program and making the initial payment to purchase the Program. The Company may modify, amend, supplement, and replace these terms and conditions at any time without advance notice. Your continued use of this Site and Program after any change means you have accepted the changed terms and conditions.

### **1. Introduction.**

Sparrow Nonprofit Solutions (“Company”) is an LLC incorporated in the State of Colorado which provides prospective and actual nonprofit leaders with coaching and online educational materials. The Company has created Sparrow Impact Mastery (“Program”) to educate Clients on how to maximize their world-changing impact.

### **2. Disclaimers.**

**A. Website** - The material appearing on the websites sparrows.com and impactmastery.mn.co (“Site”), is provided as either information about the Company’s events, people, the Program, or stories and is a platform for online connection and

community. The Owner and its directors, agents, employees, and affiliates assume no responsibility or liability for any consequences resulting directly or indirectly from any action or inaction you take based on the information found on or material linked to on this Site. Any information by or on this Site or inside the Program is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. By using this Site and/or Program, you accept and agree that following any information or recommendations provided therein is at your own risk.

**B. No Guarantees** - The Company makes NO GUARANTEES about any success that you'll get from our Site or Program. Client understands that the Program has been designed by the Company for general educational and informational purposes only, with the goal of teaching Clients new skills and providing Clients with awareness of nonprofit leadership and fundraising practices. Through the Program, the Company might provide guidance regarding leadership decisions, but it is ultimately the responsibility of the Client (and only the Client) to make the final decision for themselves. By using the Company's services and purchasing this Program, the Client accepts any and all risks, foreseeable or unforeseeable, arising from such a transaction. The Client agrees that Company will not be held liable for any damages of any kind resulting or arising from the use or misuse of the Program. The Client agrees that use of this Product is at user's own risk.

The Client hereby acknowledges that the Client is solely responsible for the nonprofit results, in fundraising or otherwise, that the Client generates by implementing techniques and advice provided by Program. The Client also acknowledges that the Company cannot and does not guarantee that implementation of the Program will provide Client with a successful nonprofit. The Client also agrees that the Client is solely responsible for any decision the Client makes and indemnifies the Company from any liability regarding said decision.

*Ultimately, we will not be responsible or make any promises for what will happen in your life and nonprofit. Even if you've worked with us as a client before and achieved certain results, we make no guarantee that they will happen again. We cannot be any more clear about this: We are here for you and want you to succeed, but we make no promises regarding results and make no guarantees whatsoever.*

**C. Scope of Services.** The Company is not an employee, manager, lawyer, accountant, psychiatrist, psychologist, therapist, accountant, public relations manager, social media manager, doctor, counselor, business operations manager, financial analyst, business executive, or other agent of the Client's nonprofit. The Client understands that the Program is created to help the Client learn new skills and assist the Client with finding their own direction. The Program may offer guidance regarding leadership decisions, but it is the responsibility of the Client to make the final decision and choose the best option for themselves.

This Program does not include: 1) individualized advice and feedback; 2) procuring business or potential donors for the Client; 3) performing any management services for the Client, such as accounting, operations, research, or development; 4) life coaching or therapy sessions in the form of psychotherapy, psychoanalysis, or behavioral therapy; 5) publicity, public relations, and/or social media marketing services; 6) legal or financial advice; 7) introduction to the Client's professional network and business relationships.

**The Client hereby acknowledges that nonprofit and mindset coaching are subjective services and the Company's methods to provide said services may change in terms of style, technique, and content. The Company and/or Owner may use its own judgment to provide the Program services to the Client, even if these methods do not follow strict adherence to the Client's suggestions, per the nature of said services.**

**D. Communication with Third-Parties.** From time to time, this Program may include community aspects, such as access member-only groups. The Company shall not be

held liable, either directly or indirectly, for the Client's communication with any other member or third-party that may or may not be part of the Program. For instance, as part of the Program, the Company may encourage members to broaden their marketing message by collaborating with other third-parties. These are mere suggestions and it is important to note that creating relationships and communicating with third-parties is the sole responsibility and at the sole discretion of the Client. The Company is not liable for the actions of those third-parties, nor is Company to be held responsible for any communications, conflicts, or damages that occur through the Client's communication and/or collaboration with a third-party. While the Company will take reasonable measures to ensure there is no injurious communications inside the Program community, it is the responsibility of all members to act with their own volition and discretion when communicating with others.

**E. Delivery of Program.** This Program may be distributed by the Company either directly or through a third-party platform. The Company reserves the right to substitute services equal to or comparable to the value of Program if reasonably required by the prevailing circumstances as determined by the Company. Access to this Program is currently through a third-party platform, Mighty Networks ("MN"). The Company is not liable for any limitation of access to the Program caused by MN or any other third-party used to assist the Company with the delivery of this Program to the Client.

**F. Certifications and/or Other Requirements.** As part of this Program, the Company encourages individuals and/or nonprofit leaders to enter into the nonprofit leadership space to execute activities they are reasonably qualified for. Due to the educational and informational nature of this Program, the volume of members that enter into the Program, and the international scope of the Program's availability on the internet, it is not the responsibility of Company to determine whether a Client or third-party (ie. other member) is qualified to perform their roles as nonprofit leaders. It is the sole responsibility of the Client and all other members inside the Program to determine whether they need any qualifications, certificates, registrations, degrees, diplomas, or

other requirements to carry-out the roles that they purport to perform during or after completing the Program. This is a material part of this Agreement as it is categorically impossible for the Company to monitor all members' past, present, and future behaviors, as well as international and local laws, regulations, and other requirements to ensure that a member's actions (including the Client's) are lawful.

**G. Zero Tolerance.** Company employs a Zero Tolerance policy inside the Program as it pertains to harassment of Company representatives and/or other members inside the Program. "Harassment" shall include, but is not limited to, abusive language (e.g., excessive cursing, threatening language, name-calling), volume of messages (e.g., demanding responses or sending back-to-back messages without awaiting a reasonable time to allow a response), unwanted communications (e.g., with other members through private channels or DMs), hate speech, intimidation, racial slurs, mocking others, displaying disgust towards others, and more. If the Client or any other member harasses a Company representative or other member inside the Program, the Company will give one (1) warning to the Client or the member to modify their behavior.

Thereafter, upon a second incident of Harassment, the Company will immediately remove the Client or member from the Program and block-list them (i.e., ban them from future Company offerings) with no refund. Whether or not a member is considered to harass another is at the sole interpretation of the Company and will be a decision made based on the evidence at-hand (e.g., writings, emails, screenshots, etc.)

**H. Disputes & Customer Support.** The Company has developed a proprietary system to ensure Clients feel supported. However, from time to time, there are issues that arise. In the event that the Client has any issue whatsoever with the Program, whether tech or substantive or otherwise, the Client hereby acknowledges they will raise that issue through private channels, as to not flood the member platform and/or community. Namely, the Client shall email its question or issue to support@sparrowns.com.

### **3. Intellectual Property.**

**A. Copyright.** United States copyright laws protect all materials created by the Owner and/or the Company on the Site and within the Program as original works. All materials belong to the Owner and/or the Company, including those with the absence of a registered copyright symbol. This Program and the related content shall be considered intellectual property owned by the Company. Other examples of intellectual property owned by the Company and within the Company's products include, but are not limited to: trademarks, service marks, layout, logos, business names, course/program/module names, design, text, written copy, certain images, podcast recordings, lead magnets, workbooks, videos, audio files, and all of our paid products (collectively referred to as "Intellectual Property").

**B. Non-Exclusive License.** If the Company provides Intellectual Property on the Site and/or within the Program that the Client can download, a revocable, non-exclusive license is granted for Client to download copies of the materials for personal, non-commercial transitory viewing only. Company grants only a limited, personal, non-exclusive and non-transferable license to the Client to use the Intellectual Property for the Client's personal and internal nonprofit use.

Nothing in this Agreement shall transfer ownership of or rights to any Intellectual Property of the Company to the Client, nor grant any right or license other than those stated in this Agreement. The Client acknowledges that his/her purchase of this Program is for their single individual use. The Client shall not copy, reproduce, translate, transmit, modify, edit, create derivative works from, alter, sell, or share with others any products or parts of the Program without prior written consent or unless provided otherwise.

This is the grant of a license, not a transfer of title, and under this license the Client shall not:

1. modify or copy the Intellectual Property;
2. use the Intellectual Property for any commercial purpose, or for any public display (commercial or non-commercial);
3. share or transfer the Intellectual Property to another person or “mirror” the materials on any other server.

If the Client is also a business owner or professional in a similar industry, the Client shall not misappropriate any of the Company’s Intellectual Property and proprietary information in the following manner:

- Teaching the Client’s clients/customers/audience any of the information, methods, solutions, or formulae owned by the Company and passing it off as Client’s own;
- Copying any of the Company’s Program content and/or material for the Client’s commercial or promotional use;
- Copying, publishing, transmitting, transferring, selling, creating derivative works from, reproducing, or in any way exploiting any of the Intellectual Property owned by the Company in either whole or part without prior written consent.

**C. Infringement of Intellectual Property** This license shall automatically and immediately terminate if the Client violates any of the restrictions regarding the Company’s Intellectual Property. Upon the Company’s suspicion that the Client violates any of the above Intellectual Property restrictions, the Client’s access may be terminated by the Company at any time.

Suspicion includes, but is not limited to:

- identification of Client content that is based off of the Company’s proprietary framework;
- identification of Client content that is almost identical and/or confusingly similar to the Company’s content;

- notice from third-party of confusingly similar content between the Client and the Company.

Upon terminating the Client's license, the Client must destroy any downloaded materials in the Client's possession whether in electronic or printed format.

In the event that the Company receives information that the Client has misappropriated or used any of the Intellectual Property belonging to the Company, the Company reserves the right to:

- Immediately remove the Client's access to the Program;
- Investigate the Client's usage of the Intellectual Property, including purchasing access to the Client's content (e.g., courses, programs, etc);
- Block the Client from accessing future programs or content belonging to the Company;
- Recover all funds expended on investigating the Client's infringement of the Company's Intellectual Property, including (and especially) legal fees, administrative costs for the Company to resolve the matter, and fees spent to access the Client's material to investigate any infringement,

*If the Company discovers that you have illegally misappropriated or used any of the intellectual property you were granted access to, you will be blocked from any future programs and we will seek the full extent of legal remedies and you will be required to cover all legal fees necessary to enforce these rights.*

#### **4. Programs Overview.**

**A. Program Access.** Clients with a current payment status receive unlimited access to the Program. Client access activates immediately upon enrolling in the Community, and the Company does not offer membership holds or pauses for the member Community.



**B. Community Access.** As a part of the Program, the Client receives access to the private member Community hosted on MN.

**C. Content Access.** At the time of purchasing and enrolling in the Program, the Client will receive unlimited access to all past and present Program content.

From time to time, Company may offer additional bonuses that are designed to supplement the Program content and assist members to take their nonprofit to the next level (“Add-On Bonuses”). These additional Add-On Bonuses are optional and, as such, are offered for an additional fee to be determined at the time of the offering of the Add-On Bonuses. If Client decides to purchase any Add-On Bonuses, Client will receive access to the Add-On Bonus from the date of purchase or the release date for the remainder of that Add-On Bonus’ lifetime. All Add-On Bonuses are non-refundable and non-transferable and cannot be exchanged for another bonus.

**D. Course Updates.** Throughout the lifetime of the Program, the Company may actively update the Programs to ensure the majority of members’ biggest roadblocks are anticipated, minimized, and addressed. Members are automatically granted access to any Program updates during the lifetime of the Program. However, please note, enrolling in the Program does not guarantee access to any benefits, content, or savings other than the ones promised upon the time of enrollment.

## **5. Indemnification.**

**A. Limitation of Liability and Indemnity.** As a condition of your use of the Site and/or Program, the Client hereby indemnifies the Company, its agents, and its affiliates from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims resulting or arising from your use of this Site and/or Program. In no event shall the Company or its agents be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Site and/or

Program, even if Company has been notified verbally or in writing of the possibility of such damage.

**B. Client Decisions.** The Client hereby acknowledges that the Company is not liable for any injuries that may arise from the Client's actions, omissions, or decisions based off Customer's participation in this Program or use of this Program, including but not limited to: a decision to leave a job, a decision to invest in an opportunity, a decision to start a nonprofit, a decision to communicate with any third-parties such as other members, any business decisions, or any financial decisions. Client hereby agrees to indemnify and hold harmless the Company of any claims that may arise after use of this Program.

**C. Links to Third Party Websites.** This Site may contain links to third-party websites. Any linked sites, materials, and pages are not under the control of the Company. The Company is not responsible for the content contained in any related website, nor for any losses or damages you may incur due to the use of any such website. The Company accepts no liability for any errors or omissions contained in third-party websites. The Company provides these links to improve your use of the Program, enabling you to connect with the Company and the Owner on various platforms, help the Company offer the most accessible services for the Client, and to conduct transactions.

## **6. Confidentiality.**

**A. Confidential Information & Non-Disclosure** – The Company takes pride in its proprietary information included in each Program. As such, the Client agrees and acknowledges all Confidential Information shared through this Program and by the Company is confidential, proprietary, and belongs exclusively to the Company.

**“Confidential Information” includes, but is not limited to:**

- Any systems, sequences, processes or steps shared with the Client;
- Any information disclosed in association with this Agreement;

- Any systems, sequences, processes, or trade secrets in connection with the Program or the Company's business practices.

**B. Testimonials** – The Company also agrees to protect the Client's personally identifiable information. However, from time to time, the Company may use general statements about a Client's success for testimonials as part of Company's marketing strategy. By agreeing to these Terms, the Client agrees to the Company sharing the Client's success stories as testimonials in any matter across any media at the sole discretion of the Company.

By signing up for the Program, the Client grants the Company permission to use any testimonials in our marketing materials and/or any promotional efforts. This includes but is not limited to unofficial testimonials within the Community, words of praise via social media posts, and direct messages with the Company and/or the Owner. The Company will blur last names on screenshots used, and you understand that all confidentiality provisions apply and that testimonials are the only exception to our confidentiality obligations.

**C. Non-Disparagement** – The Client agrees, during and/or after use of Product, to refrain from making any false, derogatory, or untrue statements, whether verbal or in writing, that are injurious or otherwise negatively impact the Company's Program, business, services, products, or reputation.

## **7. Payments.**

**A. Payment Plans.** Upon execution of this Agreement, the Client agrees to pay to the Company the full purchase amount for the Product, regardless of what payment option the Client selects at checkout.

The Company offers various payment options at the time of purchase, so the Client can either pay for a period of time in advance or in monthly installments. If the Client opts for installments, the Client will be responsible for paying each installment on time.

The Client authorizes the Company to automatically charge the credit card or account used at checkout to complete all payments pursuant to the payment plan the Client selected at checkout, and the Client does not require separate authorization for each payment.

**B. Pay-In-Full Bonus Applicability.** If the Client selects a payment plan and wishes to pay off the remaining amount for a time period in full, the Client can do so at any time, but to be eligible for our discounted pay-in-advance price and bonus, payment must be made before the second installment payment is automatically drafted.

**C. Payment Default.** If any payments fail, the Client agrees to remedy the situation immediately (e.g., update the Client's payment information, provide a new credit card, and/or make all past-due payments within 7 business days) or else the Client forfeits his/her right to access the Program. In the event that a payment is not made, the Company will temporarily suspend access until the payment(s) and late fee(s) are caught up.

If the Client selects a installment plan option, the Client agrees to pay all fees pursuant to the payment schedule outlined at checkout and selected by the Client. After the Grace Period (defined below), the Company reserves the right to send the Client to collections for any outstanding monies due and owed under this Agreement. The Client shall be liable for any costs Company incurs relating to collecting defaulted payments, including but not limited to legal fees.

**D. Chargebacks.** The Client shall not threaten or make any chargebacks to the Company's account or cancel the credit card that is provided as security without the Company's prior written consent. The Company reserves the right to collect any and all monies owed by the Client to the Company for the Program, by any means necessary within the parameters of the law. The Client shall pay for any fees associated with recouping payment, including but not limited to, collections fees and attorneys' fees. In

the event of a chargeback, the Company reserves the right to report the incident to credit reporting agencies as a delinquent account.

**E. Blocklist + Disputed Payments.** Company retains the right to 'Blocklist' you from accessing all materials, courses, or other products or services the Company offers in the event that the Client does not pay the Client's outstanding balance, dispute the Client's payments, or if the Client misappropriates any of the Company's Intellectual Property.

The Client will be removed from the blocklist under the sole discretion of the Company under the conditions that: (1) the outstanding balance has been paid in full and (2) the Client will not be eligible for a refund for the remainder of their Program access.

In the event that the Client wants to regain access to the Company's Program or other content after disputing a payment(s), the Client agrees to pay the transaction fee (e.g., charged by third-party Stripe or PayPal) for each payment previously disputed.

**To get back on track with our program after more than three months of delinquent payments, Client must make up for ALL past due payments and late fees. Client's access will be re-granted once Client's entire account is paid off.**

**F. Foreign Fees + Taxes.** The Company will not be held accountable or liable to pay any foreign fees or additional fees that are outside the Company's control, including but not limited to foreign transaction fees charged by Client's bank, exchange rates, VAT or local taxes, etc.

## **8. Refund Policy.**

We, the Company, want you, the Client, to be 100% satisfied with the Program, but we also want to ensure our members have given the program a fair shot and have used their best effort to integrate into the Community. Please contact our support team at [support@sparrows.com](mailto:support@sparrows.com) within 90 days of your enrollment to qualify for a refund.

***Disclaimer:*** Due to the digital nature of our Program, the Company does not offer refunds for those who do not do their due diligence to ensure the Community is the right fit for them. It is the Client's responsibility to carefully review our sales page and terms and conditions before purchasing, using, or accessing any of our products and Program. Please note, we do not offer partial refunds for our programs.

#### **9. Miscellaneous.**

**A. Entire Agreement.** These terms and conditions and any other legal notices, policies and guidelines of the Company linked to these terms and conditions or contained on this Site constitutes the entire Agreement between you and the Company relating to your use of this Site and/or Program and supersedes any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by the Company.

**B. Headings & Severability** – Headings are included for convenience purposes only and shall not affect the construction of this Agreement. If any portion of this Agreement is held to be unenforceable, it shall not affect the remaining portions of the Agreement, which shall remain in full effect. If any portion of this Agreement is held to be unenforceable, then the unenforceable portion shall be construed in compliance with applicable law in a light most favorable to the original intentions of the parties. If the unenforceable portion of the Agreement is found by a competent court of this jurisdiction to be contrary to law, then it shall be changed and interpreted to best reflect the original intentions of the parties, and all other provisions shall remain in full force and effect.

**C. Modifications.** The Company may revise these terms of use for its website at any time without notice. By using the Site and/or the Program, you are agreeing to be bound by this Agreement.

**D. Governing Law.** The Company is located in the United States and is subject to the applicable laws governing the United States. The governing law for this agreement is the laws of the State of Colorado, United States of America.

**E. Arbitration.** Any disputes arising under this Agreement shall be resolved through a binding arbitration.

**F. Maximum Damages.** Client agrees and acknowledges that the maximum amount of damages that Client may be entitled to in any claim arising from this Agreement or Program shall not exceed the total amount they paid for the Program.

**G. Execution.** The Client agrees to accept the above Agreement in its entirety when the Customer selects and confirms “I agree to the Terms & Conditions” at the Product checkout page and by rendering first payment.

Yours in Impact,  
Derik Timmerman

*Last Updated: May 1, 2022*