

Terms and Conditions for Clients of Advance Ventures LLC and its affiliates

Effective Date: 12/09/2024

These Terms and Conditions (the "Agreement") govern the use of the services, products, and training programs provided by **Advance Ventures LLC** and its affiliates (hereinafter referred to as "Advance Ventures," "we," "us," or "our") to clients (the "Client" or "you"). By accessing or using any services, products, or training programs offered by Advance Ventures, the Client agrees to comply with and be bound by these Terms and Conditions. Advance Ventures is registered in the State of Texas in the United States of America.

1. Services Provided

Advance Ventures and its affiliates offer a variety of services, products, training programs and recreational activities designed to help businesses and individuals enhance their skills and capabilities and experience fulfilling adventures. These services include, but are not limited to:

- Business management consulting
- Training and development programs (online and offline)
- Educational resources and materials
- Customized business solutions and consulting
- Hunting and fishing experiences
- Tourist and Tourism experiences
- International Travel

2. Client Responsibilities

The Client agrees to:

- Provide accurate and up-to-date information when registering or engaging with any services or programs provided by Advance Ventures.
- Use the services, products, and programs in accordance with applicable laws and ethical business and recreational practices.
- Pay all applicable fees for services, products, and programs as agreed upon in separate agreements or invoices.

3. Fees and Payments

- Fees: The Client agrees to pay all fees for the services, products, or programs as outlined in the relevant agreements or invoices.
- Payment Terms: Payments are due as specified in the respective invoice or agreement. Failure to make payment may result in suspension or termination of services.
- Refunds: Refunds, if applicable, will be provided in accordance with the refund policy stated in the relevant agreements.

4. Indemnification

The Client agrees to indemnify, defend, and hold harmless Advance Ventures, its affiliates, employees, agents, contractors, and partners from and against any and all claims, demands, losses, liabilities, expenses (including reasonable attorneys' fees), damages, or other costs that may arise directly or indirectly from:

- The Client's use of or reliance on any of the services, products, or training programs provided by Advance Ventures.
- Any breach of these Terms and Conditions by the Client.
- Any unauthorized use of the Client's account or intellectual property.

This indemnity applies to any claims arising out of the Client's participation in training programs, consulting services, or use of any related products, regardless of whether the harm or loss is caused by negligence, breach of contract, or other factors.

5. Limitation of Liability

- Advance Ventures and its affiliates shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, loss of business, loss of data, or other financial losses, arising from the Client's use of the services, products, or training programs.
- In no event shall Advance Ventures' total liability to the Client for any cause of action exceed the total amount paid by the Client for the specific services or products that are the subject of the claim.
- This limitation of liability applies even if Advance Ventures has been advised of the possibility of such damages.

6. Risk Acknowledgment

- The Client acknowledges and understands that all services, products, and training programs and recreational activities provided by Advance Ventures are intended to assist and support the Client's business or personal development and/or enjoyment.
- The Client acknowledges that the success of their business or personal endeavors may depend on factors outside the control of Advance Ventures, and that Advance Ventures makes no guarantee regarding specific outcomes or results from the use of its products, services, or training programs.
- The Client agrees that they are solely responsible for their decisions, actions, and outcomes related to the use of any services, products, or training programs.

7. Confidentiality

- Both parties agree to keep confidential any proprietary or sensitive information shared during the course of the services, training programs, or consulting engagements.
- Confidential information shall not include information that is publicly known or available, independently developed by the receiving party, or disclosed by a third party without breach of any confidentiality obligation.

8. Intellectual Property

- All intellectual property rights, including copyrights, trademarks, patents, and trade secrets related to the services, products, or training programs provided by Advance Ventures, are owned solely by Advance Ventures or its licensors.
- The Client agrees not to reproduce, distribute, or create derivative works based on any intellectual property of Advance Ventures without prior written consent.

9. Termination

- Either party may terminate this Agreement at any time by providing written notice to the other party.

- Upon termination, the Client agrees to immediately cease using any services, products, or materials provided by Advance Ventures, and to pay for any outstanding fees incurred up to the date of termination.

10. Force Majeure

Neither party shall be liable for failure to perform its obligations under this Agreement if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of nature, war, terrorism, government regulations, labor strikes, or other events that prevent or delay performance.

11. Governing Law and Dispute Resolution

- This Agreement shall be governed by and construed in accordance with the laws of The State of Texas, in the United States of America.
- Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in The State of Texas, in the United States of America, and the decision of the arbitrator shall be final and binding.

12. Amendments

Advance Ventures reserves the right to modify or amend these Terms and Conditions at any time, with such amendments being effective immediately upon posting on our website or communication with the Client. The Client agrees to be bound by any such amendments.

13. Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Client and Advance Ventures regarding the use of services, products, and training programs, and supersedes any prior or contemporaneous agreements or understandings, whether written or oral.

By using the services, products, and training programs and recreational activities and services offered by Advance Ventures, the Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

Contact Information:

If you have any questions or concerns regarding these Terms and Conditions, please contact us at:

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