

General Terms and Conditions for Service Agreement - Member Black

Contracted Party: XYZ EDUCAÇÃO AGRO LTDA, registered under CNPJ No. 43.117.393/0001-20, located at Rua Minas Gerais, 706e, Chapecó - SC, ZIP Code 89801200.

Clause One: Definitions

1.1 The following words, expressions, and abbreviations with capitalized initials, not defined elsewhere in this Agreement, will have the meanings assigned to them in this Clause 1.1:

- **Members Area:** Refers to an exclusive space for Clients on the Platform, through which they can access all Infoproducts and Bonuses, as applicable.
- **Black Friday:** Refers to the period from November 18, 2024, to December 31, 2024.
- **Client:** Refers to the individual or legal entity purchasing the **Member Black** product during the applicable period.
- **Member Black:** The product that includes online international courses offered by the Contracted Party, as well as all online courses to be launched during the validity period.
- **Contracted Party:** XYZ EDUCAÇÃO AGRO LTDA, responsible for providing services to the Client.
- **Platform:** Refers to the digital medium through which the Contracted Party makes its Infoproducts available to the Client.
- **Services:** Refers to the provision of Infoproducts and Bonuses by the Contracted Party to the Client via the Platform.

Clause Two: Object

2.1 **Object:** This Agreement's purpose is to establish the terms and conditions for the provision of Services by the Contracted Party to the Client and the acquisition and use of the Services by the Client.

2.2 **Infoproducts:** The **Member Black** includes the following courses:

- **Dairy Feeding and Management** with Dr. Mike Hutjens.
- **# Robotic Milking Systems: Housing, Health, and Feeding Management** with Dr. Trevor DeVries.
- **NASEM 2021 Online Course** with authors and reviewers.
- **Formulating Dairy Rations** with Dr. Bill Weiss.

In addition to the above courses, the Client will have access to:

- **2025 Mentorship Program:** Online group meetings with experts.
- **Artificial Intelligence:** A tool for answering questions related to the courses.
- **International Nutritionists Community:** A platform to connect with other students.

2.3 Access Period:

- The access to **Member Black** will be granted for **2 years from the approval of the purchase**.

2.4 Exclusions:

- **International Certificates:** Certificates issued by international universities are not included in **Member Black** and must be purchased separately.
- **In-Person Courses, Software, Systems, Handouts, and Books:** These items are not included in **Member Black** and will not be provided as part of the package.
- Lessons with Brazilian professionals, including Renato Palma Nogueira, are not included.

2.5 **Changes:** The Contracted Party reserves the right to change the course content without prior notice. Translated lessons may be dubbed and, eventually, removed without prior notice.

Clause Three: Price

3.1 **Price:** For the provision of Services by the Contracted Party, the Client must pay the following price:

- For acquisitions made in 2024:
 - **One-time payment: USD 799.00**
 - **Payment in 8 monthly installments: USD 99.99 per month**
 - **Payment in 12 monthly installments: USD 69.99 per month**

3.2 **Credit Card Payment:** If payment is made by credit card, the card must be valid and have a sufficient credit limit to cover the total value of the contracted Services.

3.2.1 In case of payment failure due to cancellation, blocking, expiration, or any other reason, the Client must provide valid new credit card details at the time of contracting the Services, otherwise, the contract will not be executed.

3.3 **Obligation to Pay:** The Client expressly acknowledges that their obligation to pay the Price remains valid and effective, regardless of whether the Client chooses not to use or is unable to use **Member Black** for reasons not attributable to the Contracted Party.

3.4 **Access Revocation:** If any installment is overdue or unpaid, the Client will lose access to all courses and benefits provided by **Member Black**.

Clause Four: Provision of Services

4.1 Equipment for Using the Services: Access to the Services must be made by the Client via the internet through the Platform. The Contracted Party recommends that the equipment used meets the necessary technical requirements, as defined by the Contracted Party.

4.2 Responsibility of the Contracted Party: The Contracted Party will not be responsible for any connection issues that the Client may experience in accessing the Platform, nor for situations beyond its control, including but not limited to internet connection instability, incompatibility of the Client's electronic devices with the Platform, power and internet outages, and others.

Clause Five: Obligations of the Contracted Party and the Client

5.1 Obligations of the Contracted Party: The Contracted Party's obligations under this Agreement include:

- Making the Infoproducts and Bonuses available, as described in Clause Two above. They will be considered delivered to the Client as soon as they are on the Platform.
- Ensuring access to the Infoproducts for the Client, in accordance with the validity provisions.
- Being responsible for the design, production, and support team for the Services, ensuring their quality.
- Updating content on the Platform when necessary, at its exclusive discretion.

5.2 Obligations of the Client: The Client's obligations under this Agreement include:

- Paying the full Price, as outlined in Clause Three of this Agreement.
- Accessing and consuming the Infoproducts, complying with the technical requirements for using the Platform.
- Keeping their registration data up to date and informing the Contracted Party of any changes.
- Ensuring the confidentiality of their login and password for accessing the Platform.

Clause Six: Client's Declarations

6.1 The Client declares that:

- They will not use unlicensed software and programs (piracy).
- They will not reproduce or share the Services with third parties without authorization.

6.2 No Guarantee of Results by the Contracted Party: The Client expressly acknowledges that the techniques contained in the Infoproducts or Bonuses provided by the Contracted Party are not to be interpreted as a guarantee of results.

Clause Seven: Intellectual Property

7.1 Intellectual Property: The Client expressly acknowledges that all intellectual property provided by the Contracted Party will remain the exclusive property of the Contracted Party.

7.2 Reproduction of Intellectual Property: The Client agrees to reproduce the Infoproducts only for personal use, and is expressly prohibited from displaying or reproducing them for third parties or for any other purpose.

Clause Eight: Personal Data Processing

8.1 Personal Data: For the purposes of this Agreement, personal data refers to information related to identified or identifiable natural persons, processed in accordance with the General Data Protection Law (Law No. 13.709/18).

8.2 Responsibilities of the Contracted Party: The Contracted Party agrees to comply with applicable data protection laws and implement security measures to protect the personal data of Clients.

Clause Nine: Authorization for Image Use

9.1 Use of Image: The Client authorizes the Contracted Party to use their image, voice, and name for promotional purposes related to the Services provided by the Contracted Party.

Clause Ten: Term

10.1 Term of Agreement: This Agreement becomes effective on the date of the contracting of the Services and remains in effect until terminated.

Clause Eleven: Termination of the Agreement

11.1 Termination by the Client: Within 7 days from the contracting of the Services, the Client may request the cancellation of the Services, with a full refund of the Price.

11.2 Termination by the Contracted Party: The Contracted Party may terminate the Agreement by providing prior notice to the Client, for operational or administrative reasons.

Clause Twelve: General Provisions

12.1 Irrevocability: This Agreement is irrevocable and cannot be undone.

12.2 Modification: Any changes to this Agreement must be made in writing and signed by both parties.

12.7 Jurisdiction: The court of Chapecó - SC is chosen to resolve any doubts or disputes arising from the interpretation or execution of this Agreement.