

**Purchase Agreement and Contract. By purchasing any course from The Summitt Photo Co, owner of The Summitt, you acknowledge and agree to the following terms. The purchasing of any course acts as an electronic signature of this agreement and contract.**

- Nothing herein shall be deemed to constitute a partnership or joint venture between The Summit Photo Co and the purchaser of the course. Any advice given by The Summit Photo Co is from personal experience and is not a substitute for legal advice.
- **Confidentiality and Non-Disclosure.** The purchaser understands that any and all materials, including but not limited to editing tools, tips and knowledge, videos, educational graphics, and all other information within the course are the exclusive property of The Summit Photo Co and are privileged and confidential information and material. The purchaser shall not disclose, whether for compensation or not, the confidential information obtained from the course to anyone unless required to do so by law. Any and all materials/files/graphics/videos/audio/text from The Summit cannot be repeated or shown on social media in any capacity including, but not limited to captions, IGTV, stories, reels, Facebook groups, etc.
- **Non-Compete Agreement.** The purchaser understands that they cannot create a photography educational course within 1 year of purchasing this course. If they decide to create a course after the 1 year all content must be original of the purchaser. If the purchaser already is a photography educator, any new information learned within the course that they may want to use in their teaching will need to be taught of their own originality and not verbatim. The purchaser agrees to respectfully give credit to The Summit and The Summit Photo Co for things learned directly from this course. No materials, videos, graphics, text, or anything included in the course can be shown to their students, purchasers, mentees, attendees, etc.
- **Materials.** The purchaser cannot copy as is or change/"tweak" any presets, documents, graphics, videos, audios, verbiage, or any content provided within the course to share or sell, for profit or not. All material is for sole use only!
- **Malfunction.** The Summit Photo Co shall be held harmless for any and all injury or error to the purchaser's business, finances, and/or equipment.
- **Refunds.** The purchaser understands that under no circumstance are refunds given once they have access to the course.
- **Pricing.** The Summit Photo Co retains the right to change the price of the course at any time. Once a payment plan is started, the price of the course at the time of starting the plan is the price that must be paid in to get access to the course.
- If The Summit Photo Co finds out or suspects that the Purchaser is using any content in a way that violates this agreement, The Summit Photo Co reserves the right to remove the purchaser from the course and Facebook Group without notification or refund.

The purchaser will have access for the lifetime of The Summitt Photo Co's business. Although unlikely, The Summitt Photo Co does reserve the right to remove the course at any time. If any circumstance comes up that would cause the termination of this course, you will be notified and will have a minimum of 2 weeks to complete the course before it is unavailable.

