

ROOM TWO RELATE LLC & BLACK MARRIAGE CLUB LLC

PRIVACY POLICY, TERMS OF SERVICE, AND EVENT & SUBSCRIPTION PAYMENT TERMS

Effective Date: July 20, 2026 **Last Updated:** July 20, 2026

Room Two Relate LLC and Black Marriage Club LLC 1500 S. Dairy Ashford Rd., Suite 207
#406, Houston, Texas 77077

Official contact for all matters, including legal notices, privacy requests, billing, and disputes: info@blackmarriageclub.com

Podcast correspondence only: hello@roomtworelate.com — this address is not a valid channel for legal notices, privacy rights requests, billing inquiries, dispute notices, or any other communication required or permitted under this Agreement. Communications sent there will not be deemed received.

Designated Travel Agency of Record (travel-based Offers only): **Picture Perfect Escapes LLC** (Texas) — Shavon Bush, Principal Booking, travel payment, and travel documentation inquiries: info@pictureperfectescapes.net *See Addendum A. Notice to the Travel Agency does not constitute notice to the Company.*

IMPORTANT NOTICES — PLEASE READ BEFORE PURCHASING

ALL SALES ARE FINAL. NO REFUNDS. NO EXCHANGES. NO CANCELLATIONS. THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION PROVISION AND A CLASS ACTION WAIVER (SECTION 30). BY PURCHASING OR PARTICIPATING, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY AND YOUR RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.

THIS AGREEMENT CONTAINS AN ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNIFICATION OBLIGATION (SECTIONS 24-27), WHICH LIMIT YOUR LEGAL REMEDIES AND REQUIRE YOU TO DEFEND AND INDEMNIFY THE COMPANY IN CERTAIN CIRCUMSTANCES. THESE PROVISIONS ARE CONSPICUOUSLY PRESENTED IN BOLD AND CAPITALIZED TYPE AND ARE MATERIAL TERMS OF THE BARGAIN.

IF YOU DO NOT AGREE TO EVERY PROVISION OF THIS AGREEMENT, DO NOT PURCHASE, REGISTER FOR, ACCESS, OR ATTEND ANY OFFER, EVENT, OR PLATFORM OPERATED BY THE COMPANY.

DEFINITIONS AND SCOPE

"Company," "we," "us," and "our" mean Room Two Relate LLC and Black Marriage Club LLC, each a Texas limited liability company, together with their respective parents, subsidiaries, affiliates, successors, assigns, predecessors, members, managers, officers, directors, employees, independent contractors, agents, volunteers, speakers, facilitators, coaches, presenters, sponsors, affiliate marketers, joint-venture partners, and representatives, and including **Nai Shobowale** individually and in every representative capacity.

"Travel Agency" means **Picture Perfect Escapes LLC**, a Texas limited liability company, and its principal **Shavon Bush**, together with its members, managers, officers, employees, independent contractors, and agents. Picture Perfect Escapes LLC is the Company's designated travel agency of record and, for travel-based Offers, acts as the merchant of record, transaction overseer, and collector of Participant payments. **All protections, disclaimers, releases, limitations of liability, indemnities, no-refund provisions, arbitration and class-action waivers, and other benefits conferred upon the Company under this Agreement extend in full to the Travel Agency as an express third-party beneficiary.** See Addendum A.

"You," "your," "Participant," and "Purchaser" mean the individual accepting this Agreement, and additionally any person on whose behalf that individual purchases, registers, or transmits payment.

"Offer" or "Event" means, collectively and individually, any retreat, cruise, tour, live or virtual event, workshop, conference, mastermind, coaching engagement, membership, subscription, community, digital product, journal, course, replay, download, ticket, add-on, upgrade, travel experience, or other product or service that the Company hosts, promotes, facilitates, administers, sells, licenses, or supports.

"Platform" means any website, subdomain, landing page, checkout page, funnel, application, community space, portal, social media account, or digital property operated or controlled by the Company, including without limitation opentheroom.com, roomtworelate.com, roomtworeset.com, and thriveinloveretreat.com.

"Agreement" means this entire document, including the Privacy Policy in Part I, the Terms of Service and Event & Subscription Payment Terms in Part II, and any Offer-specific terms, sales page terms, waivers, or addenda incorporated by reference.

Acceptance. You accept this Agreement, and it becomes a binding contract between you and the Company, upon the earliest of: (a) accessing or using any Platform; (b) submitting any registration, application, or form; (c) transmitting any payment or authorizing any payment method; (d) clicking any box, button, or link indicating assent; or (e) attending,

joining, or participating in any Offer. Electronic acceptance constitutes a signature under the Federal E-SIGN Act and the Texas Uniform Electronic Transactions Act.

Order of Precedence. In the event of conflict, the following order controls: (1) any signed, Offer-specific written agreement executed by an authorized officer of the Company; (2) the express written terms stated on the applicable sales or checkout page; (3) this Agreement. No conflicting term contained in any purchase order, email, message, or oral statement shall have effect.

PART I — PRIVACY POLICY

1. Introduction and Applicability

This Privacy Policy describes how the Company collects, uses, discloses, retains, and safeguards Personal Information in connection with the Platforms and Offers. It applies to all visitors, users, subscribers, members, purchasers, and Participants.

This Privacy Policy is incorporated into and forms part of the Agreement. By using any Platform or purchasing any Offer, you acknowledge that you have read and understood this Privacy Policy.

2. Age Restriction

The Platforms and Offers are intended solely for individuals **eighteen (18) years of age or older**. We do not knowingly collect Personal Information from any individual under thirteen (13) years of age, and we do not knowingly market to or collect Personal Information from minors under eighteen (18). If we learn that we have collected Personal Information from a child under thirteen (13), we will delete that information promptly. A parent or guardian who believes we may hold such information should contact info@blackmarriageclub.com.

3. Categories of Personal Information We Collect

We collect the following categories of Personal Information, as those categories are described under applicable law:

(a) Identifiers. Full legal name, preferred name, postal address, email address, telephone number, account username, IP address, device identifiers, and online identifiers.

(b) Commercial Information. Records of Offers purchased, considered, or registered for; transaction history; payment plan status; ticket and lodging allocations; and communications regarding purchases.

(c) Financial Information. Billing name, billing address, partial payment card data, and payment-processor tokens. **We do not store complete payment card numbers, CVV codes, or bank account credentials on our systems.** Payment card data is collected and processed directly by PCI-DSS compliant third-party payment processors.

(d) Travel and Event Information. For travel-based Offers only: traveler names as they appear on government-issued identification, date of birth, passport number and expiration, nationality, emergency contact information, rooming preferences, dietary restrictions, and accessibility requests. This information is collected solely to fulfill the Offer and is transmitted to the relevant travel, lodging, cruise, or venue vendor.

(e) Sensitive Information (Limited). Where you voluntarily provide it, we may receive information such as dietary restrictions, accessibility needs, or health-related disclosures made for the purpose of accommodation or participant safety. **We use such information solely to provide the requested accommodation and do not use or disclose it for inferring characteristics or for marketing purposes.** You are not required to disclose any health information to us, and you should not disclose more than is necessary for the accommodation you are requesting.

(f) Internet and Network Activity. Pages viewed, referring URLs, session duration, clickstream data, browser type, operating system, and interaction with our emails and advertisements.

(g) Geolocation Data. Approximate location inferred from IP address. We do not collect precise geolocation data.

(h) Audio, Visual, and Electronic Information. Photographs, video recordings, and audio recordings captured at Events, and recordings of virtual sessions. See Section 12 of Part II (Media Release).

(i) User-Generated Content. Testimonials, reviews, posts, comments, survey responses, questions submitted, and materials you upload to community spaces.

(j) Inferences. Preferences, interests, and engagement profiles derived from the categories above for the purpose of relevant communications.

4. Sources of Personal Information

We collect Personal Information: (a) directly from you; (b) automatically through cookies and similar technologies; (c) from payment processors and e-commerce platforms; (d) from travel agencies, cruise lines, hotels, and venue partners; (e) from affiliates and referral partners who direct you to us; and (f) from advertising and analytics providers.

5. Purposes for Which We Use Personal Information

We process Personal Information to: fulfill and administer Offers and transactions; process

payments and payment plans; communicate service and logistical information; provide customer support; manage lodging, rooming, and travel arrangements; verify eligibility and identity; operate, secure, and improve the Platforms; personalize content; send marketing communications consistent with Section 8; conduct analytics and measure advertising performance; enforce this Agreement; establish, exercise, or defend legal claims; detect and prevent fraud, chargeback abuse, and unauthorized access; and comply with legal, tax, accounting, and regulatory obligations.

Legal Bases (for individuals in the EEA/UK). We process Personal Information on the bases of: performance of a contract; our legitimate interests in operating and securing our business and in direct marketing; your consent, where required and where given; and compliance with legal obligations.

6. Disclosure of Personal Information

We do not sell Personal Information for monetary consideration, and we do not sell or share the Personal Information of minors under sixteen (16) years of age. Certain online advertising and analytics activity described below may constitute "sharing" for cross-context behavioral advertising or a "sale" as those terms are defined broadly under certain state privacy statutes; the opt-out mechanism in Section 9 applies to that activity.

We disclose Personal Information to the following categories of recipients:

- **Service providers and processors** — payment processors, e-commerce and checkout platforms, email service providers, customer relationship management systems, hosting and cloud storage providers, scheduling tools, analytics providers, and customer support tools.
- **The Travel Agency** — Picture Perfect Escapes LLC, which processes and collects payment for travel-based Offers and transmits traveler information to carriers, lodging providers, and destination vendors as required to book and fulfill travel.
- **Travel and event vendors** — cruise lines, airlines, hotels and resorts, ground transportation providers, excursion operators, venues, caterers, and destination management companies, in each case solely as necessary to fulfill the Offer.
- **Speakers, facilitators, and contractors** engaged to deliver an Offer, limited to the information necessary for delivery.
- **Affiliates and referral partners**, limited to transaction confirmation necessary for commission reconciliation.
- **Professional advisors** — attorneys, accountants, auditors, and insurers.
- **Legal and safety recipients** — where we reasonably believe disclosure is required by law, subpoena, court order, or governmental request, or is necessary to enforce this Agreement, to investigate suspected fraud or unlawful conduct, to respond to a

payment dispute or chargeback, or to protect the rights, property, or safety of the Company, Participants, or the public.

- **Successors** — in connection with a merger, acquisition, financing, reorganization, sale of assets, or bankruptcy, subject to this Privacy Policy.

We contractually require service providers to process Personal Information only for the purposes we specify and to maintain appropriate safeguards.

7. Cookies and Tracking Technologies

We and our partners use cookies, pixels, web beacons, SDKs, local storage, and similar technologies for the following purposes:

- **Strictly Necessary** — authentication, session management, cart and checkout function, security and fraud prevention. These cannot be disabled through our preference tools.
- **Functional** — remembering preferences and settings.
- **Analytics/Performance** — measuring traffic, page performance, and conversion.
- **Advertising/Targeting** — delivering and measuring advertising, including on third-party platforms, and building audiences.

You may control cookies through your browser settings, through the opt-out mechanisms of the relevant advertising platforms, and through industry tools including the Digital Advertising Alliance and Network Advertising Initiative opt-out pages. Disabling certain cookies may impair Platform functionality, including checkout.

Global Privacy Control. We honor recognized opt-out preference signals, including the Global Privacy Control (GPC), where required by applicable law.

Do Not Track. Browser "Do Not Track" signals are not uniformly interpreted, and we do not respond to them except as described above with respect to recognized opt-out preference signals.

8. Marketing Communications

By providing your email address or telephone number, you consent to receive transactional communications relating to your purchase, which are necessary to deliver the Offer and from which you may not opt out while a transaction or Offer remains active.

You may also receive marketing communications. **You may withdraw consent to marketing at any time** by using the unsubscribe link in any marketing email, by replying STOP to any marketing text message, or by emailing info@blackmarriageclub.com. Message and data rates may apply to text messages. Withdrawal of marketing consent does not affect transactional communications and does not entitle you to any refund.

Depending on your state or country of residence, you may have the rights described below. **The Company will not discriminate against you for exercising any privacy right.**

Residents of Texas (Texas Data Privacy and Security Act), **California** (CCPA/CPRA), **Virginia, Colorado, Connecticut, Utah**, and other states with comprehensive privacy statutes may have the right to:

- **Know / Access** the categories and specific pieces of Personal Information we have collected, the sources, the purposes, and the categories of third parties to whom it was disclosed;
- **Delete** Personal Information we have collected, subject to statutory exceptions;
- **Correct** inaccurate Personal Information;
- **Obtain a portable copy** of Personal Information you provided to us;
- **Opt out** of targeted advertising, of any "sale" or "sharing" of Personal Information, and of profiling in furtherance of decisions producing legal or similarly significant effects;
- **Limit** the use and disclosure of Sensitive Personal Information;
- **Appeal** a denial of a request.

Residents of the EEA, UK, and Switzerland may additionally have rights to restrict processing, to object to processing based on legitimate interests, to withdraw consent, and to lodge a complaint with a supervisory authority.

How to exercise. Submit requests to info@blackmarriageclub.com with the subject line "Privacy Rights Request." We will acknowledge within ten (10) business days and respond substantively within forty-five (45) days, extendable by an additional forty-five (45) days where reasonably necessary, with notice to you. We must verify your identity before fulfilling a request and may request additional information for that purpose. An authorized agent may submit a request on your behalf with written, signed authorization and verification of your identity.

Appeals. If we decline a request, you may appeal by replying to our response with the subject line "Privacy Appeal." We will respond in writing within sixty (60) days. If your appeal is denied, you may contact the Texas Attorney General or the attorney general of your state of residence.

Statutory exceptions. We may retain and decline to delete Personal Information where retention is necessary to complete a transaction, to comply with a legal obligation, to detect or prevent fraud or security incidents, to exercise or defend legal claims, or as otherwise permitted by law. **In particular, records reasonably necessary to defend a payment dispute, chargeback, arbitration, or claim will be retained for the applicable limitations period.**

10. Data Retention

We retain Personal Information for the period necessary to fulfill the purposes described in this Privacy Policy, and thereafter as required for legal, tax, accounting, audit, insurance, and dispute-defense purposes. As a general matter: transaction and financial records are retained for a minimum of seven (7) years; Event participation, waiver, and media-release records are retained for a minimum of five (5) years following the Event; and marketing contact records are retained until you withdraw consent, followed by suppression-list retention necessary to honor that withdrawal.

11. Data Security

We implement and maintain administrative, technical, and physical safeguards designed to protect Personal Information against unauthorized access, disclosure, alteration, and destruction, including access controls, encryption in transit, use of PCI-DSS compliant payment processors, and vendor diligence.

NO METHOD OF TRANSMISSION OR STORAGE IS COMPLETELY SECURE. THE COMPANY DOES NOT WARRANT, GUARANTEE, OR REPRESENT THAT PERSONAL INFORMATION WILL BE FREE FROM UNAUTHORIZED ACCESS, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW DISCLAIMS LIABILITY FOR ANY UNAUTHORIZED ACCESS, ACQUISITION, USE, OR DISCLOSURE OF PERSONAL INFORMATION THAT OCCURS WITHOUT THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. You are solely responsible for safeguarding your account credentials and for all activity occurring under your account.

12. International Transfers

The Company is based in the United States, and Personal Information is processed and stored in the United States and in other jurisdictions where our service providers operate. **If you access the Platforms or purchase an Offer from outside the United States, you consent to the transfer of your Personal Information to the United States,** which may not provide the same level of data protection as your jurisdiction. Where required, we implement appropriate transfer safeguards, including Standard Contractual Clauses.

13. Third-Party Sites and Public Spaces

The Platforms may link to third-party websites, platforms, and vendor booking systems that we do not control. **We are not responsible for the privacy practices, content, or security of any third party.** Review their policies before providing information.

Information you voluntarily disclose in group chats, community spaces, retreat sessions, comment sections, or social media is not confidential. Other participants may view, record, screenshot, or repeat it. **THE COMPANY IS NOT RESPONSIBLE FOR, AND**

EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM, THE USE, REPETITION, RECORDING, OR REDISCLOSURE OF ANY INFORMATION YOU SHARE IN ANY GROUP, COMMUNITY, OR EVENT SETTING BY ANY OTHER PARTICIPANT OR THIRD PARTY. You agree to keep confidential the personal disclosures of other Participants made in Event settings.

14. Notice of Financial Incentive

If we offer a discount, bonus, or entry in exchange for a testimonial, review, referral, or newsletter signup, participation is voluntary, you may withdraw at any time by contacting us, and the value of the incentive is reasonably related to the value of the information to our business, calculated by reference to the marketing expense the information offsets.

15. Changes to This Privacy Policy

We may amend this Privacy Policy at any time. Material changes will be indicated by updating the "Last Updated" date and, where required by law, by direct notice. Continued use of the Platforms or purchase of any Offer following posting constitutes acceptance.

16. Privacy Contact

Room Two Relate LLC / Black Marriage Club LLC — Attn: Privacy 1500 S. Dairy Ashford Rd., Suite 207 #406, Houston, Texas 77077 info@blackmarriageclub.com

PART II — TERMS OF SERVICE AND EVENT & SUBSCRIPTION PAYMENT TERMS

17. Eligibility, Account Integrity, and Acceptable Use

All Offers are intended exclusively for individuals **eighteen (18) years of age or older**. By purchasing, registering, or participating, you represent and warrant that you are at least eighteen (18) years of age and have full legal capacity to enter into this Agreement.

You represent, warrant, and covenant that you will:

(a) provide accurate, current, and complete information at registration and maintain its accuracy, including traveler names matching government-issued identification; (b) safeguard your login credentials and accept full responsibility for all activity under your account; (c) access Materials only through the methods we provide; (d) refrain from scraping, crawling, harvesting, indexing, framing, mirroring, reverse engineering, or using automated means to access the Platforms; (e) refrain from circumventing any paywall, access control, geographic restriction, or security measure; (f) refrain from disrupting,

overburdening, or interfering with the Platforms, servers, networks, communities, or Events; and (g) comply with all applicable laws, and with all venue, vendor, carrier, and destination rules while attending any Event.

Providing false information, including false traveler identification data, is a material breach. You bear sole responsibility and all costs arising from information you supply that is inaccurate, incomplete, or does not match your travel documents, including denied boarding, denied entry, and reissue fees. No refund or credit will be issued in such circumstances.

18. Intellectual Property

All curriculum, frameworks, worksheets, workbooks, journals, prompts, templates, methodologies, recordings, replays, slide decks, guides, copy, photography, video, audio, software, trade dress, trademarks, service marks, logos, and brand assets — including **BLACK MARRIAGE CLUB®**, **Room Two Relate**, **Room Two Reset**, **The Still Suite**, and **Thrive in Love** — together with all associated goodwill (collectively, the "**Materials**"), are the exclusive property of the Company or its licensors and are protected by United States and international copyright, trademark, and trade secret law. **All rights not expressly granted are reserved.**

Subject to full and continuing payment and compliance with this Agreement, the Company grants you a **limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license** to access and use the Materials for your own personal, non-commercial use only, for the duration of the applicable Offer.

You shall not, directly or indirectly: copy, reproduce, republish, distribute, display, perform, transmit, sell, resell, rent, lease, license, sublicense, share credentials for, or otherwise make the Materials available to any third party; create derivative works from the Materials; use the Materials to develop, market, or deliver any competing or substantially similar program, retreat, curriculum, coaching offer, or product; remove or obscure any proprietary notice; record, screen-capture, live-stream, or transcribe any session without prior written authorization from an officer of the Company; or use the Materials, in whole or in part, to train, fine-tune, or develop any artificial intelligence or machine learning model.

Enforcement and Liquidated Damages. You acknowledge that unauthorized use of the Materials causes irreparable harm for which monetary damages are inadequate, and that the Company is entitled to **injunctive relief without the necessity of posting bond**, in addition to all other remedies. You further acknowledge that the actual damages arising from unauthorized reproduction or distribution of Materials are difficult to ascertain, and you agree that **liquidated damages of the greater of (i) five thousand dollars (\$5,000) per infringing work or (ii) the full retail price of the Offer multiplied by the number of unauthorized recipients** represent a reasonable estimate of such damages and not a

penalty. The Company additionally reserves all statutory remedies under the Copyright Act and the Lanham Act.

Your Content. You retain ownership of content you submit. You grant the Company a **perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable, transferable, non-exclusive license** to use, host, store, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content in any media, in whole or in part, for any business purpose including marketing and promotion, without further notice, approval, attribution, or compensation. You represent and warrant that you own or control all rights in such content and that its use will not infringe or violate the rights of any third party.

DMCA. Copyright complaints should be directed to info@blackmarriageclub.com with the information required by 17 U.S.C. § 512(c)(3).

19. Community Standards and Conduct

Where the Company provides community spaces, group chats, forums, live sessions, or social platforms, you agree not to post, transmit, or share content that is unlawful, defamatory, harassing, threatening, abusive, obscene, hateful, discriminatory, invasive of privacy, or infringing of any third-party right, and further agree not to: transmit malware, spam, chain communications, or mass solicitations; impersonate any person or misrepresent your affiliation; solicit, promote, or sell any product or service within Company spaces without prior written approval; recruit Participants for any competing offer; or disclose the personal disclosures of other Participants.

Conduct at Events. You agree to conduct yourself in a manner that is respectful, lawful, and non-disruptive. **The Company reserves the sole and absolute discretion to remove any Participant from any Event, community, or Platform, without refund, credit, or compensation of any kind**, where the Company determines in good faith that the Participant has engaged in conduct that is disruptive, harassing, intoxicated, unsafe, unlawful, or in violation of this Agreement or of any venue, vendor, or carrier rule. **Removal does not relieve you of any outstanding balance, and you remain responsible for your own return travel, lodging, and all associated costs.**

20. Media Release and Consent to Recording

BY ENTERING ANY EVENT SPACE OR JOINING ANY VIRTUAL SESSION, YOU IRREVOCABLY CONSENT TO BEING PHOTOGRAPHED, FILMED, AND RECORDED.

You grant the Company and its designees a **perpetual, irrevocable, worldwide, royalty-free, fully paid-up, transferable, sublicensable, and unrestricted right and license** to record, photograph, edit, reproduce, publish, broadcast, distribute, and otherwise use your name, likeness, image, voice, statements, testimonials, and participation, in whole or in part, alone or in composite, in any and all media now known or hereafter devised, for

advertising, marketing, promotional, educational, editorial, and commercial purposes, without compensation, notice, approval of the finished product, or right of inspection.

YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS ARISING FROM SUCH USE, INCLUDING WITHOUT LIMITATION CLAIMS FOR INVASION OF PRIVACY, MISAPPROPRIATION OF LIKENESS, RIGHT OF PUBLICITY, DEFAMATION, FALSE LIGHT, EMOTIONAL DISTRESS, AND ANY MORAL RIGHTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Requests for a documented exception for verified safety or legal reasons must be submitted in writing to info@blackmarriageclub.com **not less than fourteen (14) days before the Event begins.** Approval is at the Company's sole discretion, is effective only if confirmed in writing by the Company, applies only prospectively, and does not extend to incidental capture in crowd or wide shots. **Denial of an exception request does not entitle you to a refund, credit, or cancellation.**

PAYMENT, REFUND, AND CANCELLATION TERMS

21. ALL SALES ARE FINAL — NO REFUNDS, NO EXCHANGES, NO CANCELLATIONS

ALL PAYMENTS TO THE COMPANY ARE FINAL, NON-REFUNDABLE, NON-EXCHANGEABLE, NON-TRANSFERABLE, AND NON-CANCELLABLE, WITHOUT EXCEPTION, EXCEPT AS NARROWLY AND EXPRESSLY PROVIDED IN SECTION 23(b) BELOW.

This provision applies to every payment of every kind, including without limitation: **deposits, reservation fees, paid-in-full purchases, partial payments, payment plan installments, tickets, seat fees, lodging and cabin fees, add-ons, upgrades, excursions, merchandise, digital products, membership dues, subscription fees, processing fees, and platform fees.**

NO REFUND, CREDIT, TRANSFER, EXCHANGE, DEFERRAL, OR COMPENSATION OF ANY KIND WILL BE ISSUED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO:

- change of mind, buyer's remorse, dissatisfaction, or unmet expectations;
- non-attendance, partial attendance, late arrival, or early departure, whether voluntary or involuntary;
- schedule conflicts, work obligations, or competing commitments;
- flight cancellation, delay, missed connection, denied boarding, airline insolvency, or any transportation disruption;

- denial, delay, or expiration of a passport, visa, or other travel documentation;
- denial of entry or exit by any government, carrier, port, or border authority;
- illness, injury, disability, pregnancy, quarantine, medical emergency, or death;
- family emergency, bereavement, divorce, separation, relationship dissolution, or the non-participation of a spouse, partner, or roommate;
- loss of employment, financial hardship, or change in financial circumstances;
- removal, suspension, or exclusion for violation of this Agreement or of any venue, vendor, or carrier rule;
- changes to speakers, facilitators, programming, itinerary, agenda, venue, room assignment, cabin category, location, dates, or delivery format, provided the Offer is delivered in substantially the form promised;
- dissatisfaction with any third-party vendor, hotel, cruise line, airline, venue, or excursion operator; or
- any Force Majeure Event as defined in Section 23.

You expressly acknowledge and agree that: (i) your payment secures a limited, capacity-constrained allocation that the Company cannot resell after your purchase; (ii) upon receipt of your payment, the Company immediately incurs non-recoverable costs, including vendor deposits, lodging and cabin blocks, staffing, contractor fees, licensing, insurance, marketing, and platform fees; (iii) the price you paid was materially reduced in consideration of this no-refund policy, and a refundable rate was not offered and would have been priced higher; (iv) this policy was **clearly and conspicuously disclosed** to you before purchase; and (v) **you had the opportunity to purchase travel insurance and cancel-for-any-reason coverage to protect against the risks enumerated above, and any failure to do so is your sole responsibility.**

YOU KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO DEMAND A REFUND, CREDIT, OR EXCHANGE, AND WAIVE ANY CLAIM THAT THIS PROVISION IS UNCONSCIONABLE OR UNENFORCEABLE. THIS SECTION IS A MATERIAL TERM OF THE BARGAIN AND IS SUPPORTED BY VALID CONSIDERATION.

22. Payment Plans — Unconditional Commitment to Pay in Full

If you elect a payment plan, you acknowledge that a payment plan is a **financing accommodation for the full purchase price**, not a subscription, trial, or cancel-anytime arrangement.

You irrevocably agree that:

(a) you are **unconditionally obligated to pay the full purchase price**, and the entire balance is owed regardless of attendance, participation, satisfaction, removal, or cancellation by you; (b) you **authorize the Company and its payment processors to**

automatically charge your designated payment method on the schedule presented at checkout, and to retry failed charges, until the balance is paid in full; (c) you will maintain a valid, funded payment method and update it promptly upon expiration or replacement; and (d) **all amounts already paid are forfeited and non-refundable** in every circumstance.

Default. If any installment is not received within five (5) days of its due date, the account is delinquent. Upon delinquency the Company may, in its sole discretion and without notice: (i) assess a late fee of **fifty dollars (\$50.00) per missed installment**; (ii) assess interest on the unpaid balance at the lesser of **1.5% per month (18% per annum)** or the maximum rate permitted by Texas law; (iii) suspend or revoke access, bonuses, lodging or cabin allocations, and deliverables; (iv) **accelerate the entire remaining balance, which shall become immediately due and payable**; (v) cancel your participation with all sums paid forfeited; and (vi) refer the account to collections and pursue all lawful remedies.

You agree to pay all costs of collection, including collection agency fees, court costs, arbitration fees, and reasonable attorneys' fees.

23. Deadlines, Forfeiture, Force Majeure, and Company Modification

(a) Payment Deadlines and Forfeiture. Certain Offers require payment in full by a stated deadline (commonly not less than thirty (30) days prior to the Event, unless otherwise stated). **Time is of the essence.** If you fail to meet a stated deadline, the Company may cancel your registration, release your lodging or cabin allocation, and revoke access, and **all sums paid are forfeited as liquidated damages** reflecting the Company's non-recoverable costs and lost resale opportunity.

(b) Force Majeure and Company-Initiated Changes. The Company shall not be liable for, and shall be excused from, any delay, interruption, modification, rescheduling, relocation, reduction in scope, substitution, partial delivery, or cancellation caused by any event beyond its reasonable control, including without limitation: acts of God, extreme weather, hurricanes, flooding, earthquakes, fire, natural disaster, epidemic, pandemic, public health emergency or advisory, quarantine, government order, travel restriction, embargo, war, terrorism, civil unrest, political instability, labor dispute or strike, utility or telecommunications failure, cyberattack, venue closure or insolvency, carrier or cruise line cancellation or itinerary change, or supplier failure (each, a "**Force Majeure Event**").

Upon a Force Majeure Event, the Company may in its sole discretion **modify the date, location, venue, itinerary, programming, roster, or delivery format** (including converting an in-person Offer to a virtual or hybrid format), or substitute an Offer of comparable value. **Any such modification constitutes full and complete performance by the Company, and NO REFUND WILL BE ISSUED.** You remain solely responsible for your own airfare, travel arrangements, insurance, and all associated costs and losses.

Narrow Exception — Company Cancellation Without Rescheduling. In the sole and limited circumstance where the Company cancels an Event outright and does not reschedule, relocate, substitute, or convert it to an alternate format within **twelve (12) months** of the original date, the Company will issue a **non-transferable account credit equal to the amount you paid**, redeemable toward any Company Offer for **eighteen (18) months** from issuance. **This credit is the sole and exclusive remedy available to you in such circumstance, is expressly in lieu of a refund and of all other remedies, and does not extend to airfare, travel costs, insurance premiums, or any other expense incurred by you.**

24. Transfers, Substitutions, and Credits — Discretionary Only

The Company has no obligation whatsoever to permit any transfer, substitution, name change, deferral, or credit. Unless the applicable sales page expressly states otherwise in writing, none is available.

If, as a pure courtesy and without establishing any precedent, waiver, or course of dealing, the Company elects to extend such an option, it will be documented in writing signed by an officer of the Company and may be conditioned on: payment of an administrative fee; strict deadlines; eligibility screening of any substitute; revised lodging, cabin, or benefit allocation; forfeiture of non-recoverable costs; and a defined expiration date. **The Company's grant of a courtesy accommodation in one instance shall never obligate it to do so in any other instance.**

25. Travel, Insurance, and Third-Party Vendors

Unless expressly stated in writing on the applicable sales page, Offer fees DO NOT include: airfare, airport transfers, baggage fees, seat upgrades, passports, visas, vaccinations or testing, travel insurance, gratuities, port fees or taxes not itemized, excursions, spa services, alcohol, incidentals, room service, resort or facility fees, Wi-Fi, parking, or personal expenses.

TRAVEL INSURANCE IS STRONGLY RECOMMENDED AND IS YOUR SOLE PROTECTION AGAINST CANCELLATION, INTERRUPTION, MEDICAL, EVACUATION, AND BAGGAGE LOSSES. THE COMPANY DOES NOT PROVIDE INSURANCE AND WILL NOT REIMBURSE ANY LOSS THAT INSURANCE WOULD HAVE COVERED. FAILURE TO OBTAIN INSURANCE IS AT YOUR SOLE RISK.

Third-Party Vendors. Hotels, resorts, cruise lines, airlines, ground transportation providers, venues, excursion and activity operators, photographers, caterers, medical providers, and similar parties ("**Third-Party Vendors**") are independent contractors, not agents, employees, partners, or joint venturers of the Company. **THE COMPANY ACTS SOLELY AS A COORDINATOR AND DOES NOT OWN, OPERATE, CONTROL, SUPERVISE, OR EMPLOY ANY THIRD-PARTY VENDOR, AND EXPRESSLY DISCLAIMS ALL**

LIABILITY FOR THE ACTS, OMISSIONS, NEGLIGENCE, DELAYS, DEFAULTS, INSOLVENCY, POLICIES, PRICING, SERVICE FAILURES, OVERBOOKING, PROPERTY DAMAGE, INJURY, OR DEATH CAUSED OR CONTRIBUTED TO BY ANY THIRD-PARTY VENDOR. You are bound by the separate terms, conditions, waivers, and contracts of carriage of each Third-Party Vendor, and your sole recourse for any Third-Party Vendor failure is against that vendor directly.

Designated Travel Agency. For travel-based Offers, **Picture Perfect Escapes LLC** serves as the Company's designated travel agency of record, merchant of record, and collector of Participant payments. You acknowledge that: (i) payments for travel-based Offers may be collected and held by the Travel Agency rather than by the Company; (ii) the Travel Agency acts as an independent contractor and an intermediary between you and Third-Party Vendors, and does not own, operate, or control any carrier, vessel, hotel, resort, or excursion operator; (iii) **the no-refund, no-exchange, and no-cancellation provisions of Section 21 apply with equal force to all sums collected by the Travel Agency; and (iv) all releases, disclaimers, limitations of liability, indemnities, arbitration provisions, and class-action waivers in this Agreement extend to and may be enforced by the Travel Agency as an express third-party beneficiary.** Supplier deposits and payments remitted by the Travel Agency to carriers and lodging providers are governed by those suppliers' own cancellation and penalty schedules, which are non-recoverable. Full terms of this designation are set out in **Addendum A**.

Travel Advisories and Documentation. You are solely responsible for verifying and satisfying all passport, visa, entry, vaccination, testing, and customs requirements for every destination and transit point, and for monitoring applicable government travel advisories. **No refund or credit will be issued for any failure to satisfy these requirements.**

26. Chargebacks and Payment Disputes

You acknowledge that you have read, understood, and agreed to the no-refund policy in Section 21 prior to purchase. **You covenant and agree that you will not initiate, cause, or encourage any chargeback, payment dispute, reversal, stop-payment, or bank dispute with respect to any charge assessed in accordance with this Agreement, except in the case of verified third-party fraud (meaning the charge was made without your authorization by a person who obtained your payment credentials unlawfully).**

You agree to contact info@blackmarriageclub.com and allow the Company ten (10) business days to address any billing concern before contacting your bank or card issuer.

If you initiate a chargeback or dispute in breach of this Section, the Company may: immediately revoke your access, participation, and lodging allocation; contest the dispute and submit this Agreement, your acceptance record, IP and timestamp logs, communications, and delivery evidence as documentation; permanently bar you from future purchases and participation; and pursue collection of the disputed amount together

with all chargeback fees, processor fees, administrative costs of two hundred fifty dollars (\$250.00) per disputed transaction, interest, and reasonable attorneys' fees, all of which you agree to pay as liquidated damages reflecting the Company's actual costs of response.

A chargeback filed in breach of this Section constitutes a material breach of contract, and nothing in this Section limits the Company's right to pursue any claim for breach of contract, unjust enrichment, or fraud.

RISK, LIABILITY, AND LEGAL PROVISIONS

27. ASSUMPTION OF RISK — NOT THERAPY OR PROFESSIONAL ADVICE

THE OFFERS ARE EDUCATIONAL, EXPERIENTIAL, AND ENTERTAINMENT IN NATURE. THEY ARE NOT, AND ARE NOT A SUBSTITUTE FOR: LICENSED MENTAL HEALTH CARE, PSYCHOTHERAPY, COUNSELING, MARRIAGE AND FAMILY THERAPY, PSYCHIATRIC TREATMENT, MEDICAL CARE, CRISIS INTERVENTION, LEGAL ADVICE, OR FINANCIAL ADVICE. NO THERAPIST-CLIENT, PHYSICIAN-PATIENT, ATTORNEY-CLIENT, OR FIDUCIARY RELATIONSHIP IS CREATED.

Statements made by speakers, facilitators, coaches, or Company personnel are opinions and general information only. Any licensed professional who appears at an Offer does so in an educational capacity and not in a treating capacity. **If you are experiencing a mental health crisis, seek immediate professional help or contact emergency services.**

NO GUARANTEE OF RESULTS. The Company makes no representation, warranty, or guarantee regarding any outcome, including any improvement in your relationship, marriage, communication, wellbeing, income, or circumstances. Testimonials reflect individual experiences and are not typical, representative, or a promise of results. **Your results depend on factors outside the Company's control, and you assume full responsibility for all decisions you make.**

VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK. You acknowledge that participation in retreats, cruises, tours, travel, group discussion, physical activities, excursions, and emotionally intensive relationship programming involves **inherent and unavoidable risks**, including without limitation: emotional distress; disclosure of painful subject matter; relationship conflict, deterioration, separation, or dissolution; interpersonal conflict with other Participants; illness including communicable disease; injury; drowning; accident; food-borne illness; allergic reaction; theft; property loss or damage; assault or criminal acts of third parties; transportation accident; and death.

YOU KNOWINGLY, VOLUNTARILY, AND EXPRESSLY ASSUME ALL SUCH RISKS, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND WHETHER

ARISING FROM THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU PARTICIPATE ENTIRELY AT YOUR OWN RISK.

You represent that you are physically and mentally fit to participate and that you have disclosed any condition requiring accommodation. You are solely responsible for your own health, safety, medication, medical insurance, and medical decisions while participating.

28. DISCLAIMER OF WARRANTIES

THE PLATFORMS, MATERIALS, AND OFFERS ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND SYSTEM INTEGRATION.

THE COMPANY DOES NOT WARRANT THAT THE PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; THAT THE PLATFORMS ARE FREE OF VIRUSES OR HARMFUL COMPONENTS; OR THAT ANY CONTENT IS ACCURATE, COMPLETE, OR CURRENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE COMPANY CREATES ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

29. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) EXCLUSION OF DAMAGES. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST OPPORTUNITY, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF ENJOYMENT, TRAVEL COSTS, AIRFARE, LODGING COSTS, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLATFORMS, THE MATERIALS, OR ANY OFFER, REGARDLESS OF THE THEORY OF LIABILITY — WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTE, OR OTHERWISE — AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) LIABILITY CAP. THE COMPANY'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PLATFORMS, OR ANY OFFER SHALL NOT EXCEED THE LESSER OF (i) THE TOTAL AMOUNT YOU ACTUALLY PAID TO THE COMPANY FOR THE SPECIFIC OFFER GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (ii) ONE THOUSAND DOLLARS (\$1,000.00). THIS CAP APPLIES IN THE AGGREGATE ACROSS ALL CLAIMS AND ALL CLAIMANTS AND IS NOT MULTIPLIED BY THE NUMBER OF CLAIMS OR TRANSACTIONS.

(c) NO LIABILITY FOR THIRD PARTIES OR OTHER PARTICIPANTS. THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER FOR THE ACTS OR OMISSIONS OF ANY THIRD-PARTY VENDOR, OTHER PARTICIPANT, SPEAKER, ATTENDEE, GUEST, OR THIRD PARTY, INCLUDING WITHOUT LIMITATION ANY THEFT, ASSAULT, HARASSMENT, DEFAMATION, DISCLOSURE OF CONFIDENCES, PROPERTY DAMAGE, INJURY, OR DEATH CAUSED BY ANY SUCH PERSON.

(d) ALLOCATION OF RISK. YOU ACKNOWLEDGE THAT THE PRICING OF THE OFFERS REFLECTS THIS ALLOCATION OF RISK, THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN, AND THAT THE COMPANY WOULD NOT PROVIDE THE OFFERS ON THESE TERMS WITHOUT THEM. THESE LIMITATIONS APPLY EVEN IF ANY LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(e) SAVINGS CLAUSE. Some jurisdictions do not permit the exclusion or limitation of certain damages, including liability for gross negligence, willful misconduct, fraud, or personal injury or death caused by negligence. To the extent any such limitation is prohibited as to you, the limitations in this Section shall apply to the fullest extent permitted, and the remainder shall continue in full force.

30. RELEASE AND WAIVER OF CLAIMS

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE, YOU HEREBY FULLY, FINALLY, AND FOREVER RELEASE, ACQUIT, WAIVE, AND DISCHARGE THE COMPANY FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR RELATING IN ANY WAY TO YOUR ACCESS TO OR USE OF THE PLATFORMS OR MATERIALS, YOUR PURCHASE OF ANY OFFER, YOUR ATTENDANCE AT OR PARTICIPATION IN ANY EVENT, YOUR TRAVEL TO OR FROM ANY EVENT, ANY INTERACTION WITH ANY OTHER PARTICIPANT OR THIRD-PARTY VENDOR, OR ANY OUTCOME OR NON-OUTCOME OF YOUR PARTICIPATION — INCLUDING CLAIMS ARISING FROM

THE ORDINARY NEGLIGENCE OF THE COMPANY, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THIS RELEASE DOES NOT EXTEND TO CLAIMS ARISING FROM THE COMPANY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, OR TO ANY CLAIM THAT APPLICABLE LAW PROHIBITS BEING RELEASED.

You expressly waive any statute or rule of law that would otherwise limit a general release to claims known or suspected to exist at the time of execution. This release binds you and your spouse, heirs, executors, administrators, personal representatives, successors, and assigns.

31. INDEMNIFICATION AND HOLD HARMLESS

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, PROCEEDINGS, INVESTIGATIONS, LIABILITIES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, LOSSES, DAMAGES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT FEES, ARBITRATION FEES, AND COURT COSTS) ARISING OUT OF OR RELATING TO:

(a) your breach or alleged breach of any provision, representation, warranty, or covenant of this Agreement; (b) your access to or use of the Platforms, Materials, or any Offer; (c) your attendance at, participation in, or travel to or from any Event; (d) any content you submit, post, or share, including any claim of infringement, defamation, or violation of privacy or publicity rights; (e) your negligence, recklessness, intentional misconduct, or violation of any law, regulation, or third-party right; (f) any damage you cause to any venue, vessel, vehicle, hotel, or property, or any charge assessed to the Company by any Third-Party Vendor on account of your conduct; (g) any claim brought by any person accompanying you, invited by you, or claiming through you; and (h) **any chargeback, payment dispute, or collection action arising from your breach of Sections 21, 22, or 26.**

The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification, in which case you agree to cooperate fully. **You shall not settle any such matter in a manner that imposes any obligation or admission on the Company without the Company's prior written consent.** This indemnification obligation survives termination of this Agreement indefinitely.

32. Termination and Suspension

The Company may suspend or terminate your access to any Platform, Offer, Materials, community, or account **at any time, with or without notice, and for any reason or no reason**, including suspected fraudulent, abusive, unlawful, disruptive, or policy-violating conduct, or non-payment. **Termination does not entitle you to any refund or credit and**

does not extinguish any outstanding balance, which remains immediately due and payable.

33. Dispute Resolution — Mandatory Individual Arbitration and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY DECIDE YOUR CLAIMS.

(a) Informal Resolution — Condition Precedent. Before initiating any arbitration or proceeding, you must first send written notice of the dispute to info@blackmarriageclub.com describing the nature of the claim, the specific facts, the relief sought, and your contact information. The parties shall attempt in good faith to resolve the dispute for **thirty (30) days** from receipt. Completion of this process is a **condition precedent** to commencing arbitration.

(b) Agreement to Arbitrate. If not resolved, **any and all disputes, claims, or controversies arising out of or relating to this Agreement, the Platforms, the Materials, any Offer, any Event, any communication or advertisement, or the relationship between the parties — whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether arising before, during, or after termination — shall be resolved exclusively by FINAL AND BINDING INDIVIDUAL ARBITRATION, and not in court.**

(c) Rules and Forum. Arbitration shall be administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules** then in effect, before a **single arbitrator**. The **seat and place of arbitration shall be Houston, Harris County, Texas**, provided that hearings may be conducted by videoconference or telephone at the arbitrator's discretion, and claims under the AAA's desk-arbitration threshold may be resolved on documents alone. The **Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the interpretation and enforcement of this Section**, and this Section evidences a transaction involving interstate commerce.

(d) CLASS ACTION AND JURY TRIAL WAIVER. YOU AND THE COMPANY EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, MASS, OR REPRESENTATIVE ACTION, OR TO ACT AS A PRIVATE ATTORNEY GENERAL. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON THAT PARTY'S INDIVIDUAL CLAIM. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED WITHOUT THE WRITTEN CONSENT OF ALL PARTIES. If this subsection (d) is found unenforceable as to any claim, that claim shall be severed and litigated in the courts identified in subsection (h), while all remaining claims proceed in arbitration.

(e) Arbitrator's Authority. The arbitrator has exclusive authority to resolve all threshold questions of arbitrability, including the formation, scope, applicability, interpretation, enforceability, and unconscionability of this Section, **except** that a court of competent jurisdiction shall decide the enforceability of subsection (d). The arbitrator shall apply Texas substantive law and shall issue a reasoned written award. **The arbitrator may not award punitive or exemplary damages and shall be bound by the limitations in Section 29.** Judgment on the award may be entered in any court of competent jurisdiction.

(f) Costs and Fees. Filing, administrative, and arbitrator fees shall be allocated per the AAA Consumer Arbitration Rules. **The prevailing party shall be entitled to recover reasonable attorneys' fees and costs to the extent permitted by law.**

(g) Exceptions. Notwithstanding the foregoing, either party may: (i) bring an individual action in **small claims court** for claims within that court's jurisdiction; and (ii) seek **temporary or preliminary injunctive or equitable relief in a court of competent jurisdiction** to protect intellectual property, confidential information, or to prevent unauthorized access, pending arbitration.

(h) Forum Selection and Consent to Jurisdiction. For any matter not subject to arbitration, or to compel arbitration or enforce an award, **the exclusive jurisdiction and venue shall be the state and federal courts located in Harris County, Houston, Texas.** You irrevocably consent to personal jurisdiction in those courts and **waive any objection based on venue, forum non conveniens, or inconvenient forum.**

(i) Governing Law. This Agreement and all disputes are governed by the **laws of the State of Texas**, without regard to its conflict-of-law principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods.

(j) Limitations Period. **ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OFFER MUST BE INITIATED WITHIN ONE (1) YEAR AFTER THE CLAIM ACCRUES, OR IT IS PERMANENTLY BARRED AND WAIVED,** to the maximum extent permitted by law.

(k) Right to Opt Out of Arbitration. You may opt out of this arbitration agreement by sending written notice to info@blackmarriageclub.com with the subject line "**Arbitration Opt-Out**," including your full name, the email used at purchase, and a clear statement of intent to opt out, **within thirty (30) days of your first purchase or acceptance of this Agreement.** Opting out affects only this Section; all other provisions, including the class action waiver in subsection (d) to the extent severable, the no-refund policy, the release, and the limitation of liability, remain in full force. **Opting out will not affect your participation in any Offer.**

34. Confidentiality of Disputes and Conduct Standard

The parties agree to keep the existence, content, and outcome of any settlement negotiation

or settlement agreement confidential, except as required by law or to enforce the agreement.

You agree not to engage in conduct intended to harass, threaten, or intimidate the Company, its personnel, or its Participants.

Nothing in this Agreement prohibits, restricts, or penalizes you from: publishing truthful reviews, opinions, or assessments of the Company or any Offer; communicating with, filing a complaint with, or cooperating in an investigation by any federal, state, or local governmental agency; testifying truthfully in any proceeding; or exercising any right protected by law. Any provision that would restrict such conduct is void and of no effect.

35. Notices and Electronic Communications

You consent to receive all notices, disclosures, agreements, and communications electronically at the email address you provide, and agree that such delivery satisfies any legal requirement that a communication be in writing. **You are responsible for maintaining a current, monitored email address;** notice is deemed given upon transmission. Notices to the Company must be sent to info@blackmarriageclub.com and, for legal notices, additionally by certified mail to the address in the header of this Agreement.

36. General Provisions

(a) Entire Agreement. This Agreement, together with any incorporated Offer-specific terms, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous proposals, representations, advertisements, testimonials, webinars, sales calls, and understandings, whether oral or written. **You represent that you have not relied on any statement, promise, or representation not expressly set forth in this Agreement.**

(b) Modification. The Company may modify this Agreement at any time by posting the revised version and updating the "Last Updated" date. **The version in effect at the time of your purchase governs that purchase.** Continued use of the Platforms or any subsequent purchase constitutes acceptance of the then-current version. **You may not modify this Agreement except by a writing signed by an authorized officer of the Company.**

(c) Severability. If any provision is held invalid, illegal, or unenforceable, it shall be **modified to the minimum extent necessary to render it enforceable**, or if modification is not possible, severed, and **all remaining provisions shall continue in full force and effect.** The parties intend that each provision be enforced to the maximum extent permitted by law.

(d) No Waiver. No failure or delay by the Company in exercising any right constitutes a waiver of that right. No waiver is effective unless in writing signed by an authorized officer,

and no waiver in one instance constitutes a waiver in any other instance.

(e) Assignment. You may not assign or transfer this Agreement or any rights hereunder without the Company's prior written consent; any attempted assignment is void. **The Company may freely assign this Agreement, in whole or in part, without notice or consent.**

(f) Survival. Sections 18 (Intellectual Property), 20 (Media Release), 21 (No Refunds), 22 (Payment Plans), 25 (Third-Party Vendors), 26 (Chargebacks), 27 (Assumption of Risk), 28 (Warranties), 29 (Limitation of Liability), 30 (Release), 31 (Indemnification), 33 (Dispute Resolution), 34, and 36, together with the Privacy Policy, **survive termination or expiration of this Agreement indefinitely.**

(g) Third-Party Beneficiaries. The released and indemnified parties identified in the definition of "Company," **and Picture Perfect Escapes LLC and its principal Shavon Bush as the Travel Agency**, are express third-party beneficiaries of this Agreement, entitled to enforce Sections 21, 25, 26, 27, 28, 29, 30, 31, and 33 directly and in their own names. Except as stated in this subsection, this Agreement creates no third-party rights.

(h) Relationship. Nothing herein creates any partnership, joint venture, agency, franchise, employment, or fiduciary relationship between the parties.

(i) Interpretation. Headings are for convenience only. "Including" means "including without limitation." **This Agreement shall not be construed against the drafting party.**

(j) Force Majeure — General. Neither party shall be liable for failure to perform any obligation (other than payment obligations, which are absolute) due to a Force Majeure Event as defined in Section 23.

(k) Joint and Several Liability. Where you purchase on behalf of, or register, another person, **you and that person are jointly and severally liable** for all obligations, and you represent that you are authorized to bind that person to this Agreement.

37. Contact

Room Two Relate LLC | Black Marriage Club LLC 1500 S. Dairy Ashford Rd., Suite 207
#406 Houston, Texas 77077

All inquiries, notices, privacy requests, billing questions, and disputes:
info@blackmarriageclub.com

Podcast correspondence only: hello@roomtworelate.com — *not a valid channel for notices, privacy requests, billing, or disputes.*

Travel agency of record (Travel-Based Offers only): Picture Perfect Escapes LLC (Texas)
— Shavon Bush, Principal **info@pictureperfectescapes.net** *Booking, payment, and travel*

documentation inquiries for Travel-Based Offers only. Notice to the Travel Agency does not constitute notice to the Company.

ACKNOWLEDGMENT

BY CLICKING "I AGREE," CHECKING THE ACCEPTANCE BOX, SUBMITTING PAYMENT, OR PARTICIPATING IN ANY OFFER, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL, AND THAT YOU AGREE TO BE BOUND BY ALL OF ITS TERMS — INCLUDING THE NO-REFUND POLICY, THE ASSUMPTION OF RISK, THE RELEASE OF LIABILITY, THE INDEMNIFICATION OBLIGATION, THE LIMITATION OF LIABILITY, AND THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER.

ADDENDUM A — DESIGNATION OF TRAVEL AGENCY OF RECORD

Picture Perfect Escapes LLC (Texas) — Shavon Bush, Principal Travel Agency contact: info@pictureperfectescapes.net

Effective July 20, 2026, and continuing indefinitely until expressly revoked in writing by the Company.

This Addendum is incorporated into and forms an integral part of the Agreement.

Scope — Travel-Based Offers Only. This Addendum applies **solely to travel-based Offers**, meaning Offers that include lodging, air, sea, or destination travel components — principally international retreats, cruises, and destination experiences ("**Travel-Based Offers**").

This Addendum does NOT apply to non-travel Offers, including without limitation digital products and downloads, journals and physical merchandise, memberships and subscriptions, virtual events and replays, coaching, workshops, and domestic ticketed events and tours that do not include a lodging or travel component ("**Direct Offers**"). **Payments for Direct Offers are collected by the Company directly, and the Travel Agency has no role in, authority over, or liability for Direct Offers.** All terms of the Agreement, including Section 21 (All Sales Final), apply to Direct Offers without modification by this Addendum.

Participant inquiries regarding booking, payment, travel documentation, or logistics for Travel-Based Offers should be directed to the Travel Agency at info@pictureperfectescapes.net. Inquiries regarding the Agreement itself, privacy rights, disputes, or any legal notice must be directed to the Company at info@blackmarriageclub.com, and notice to the Travel Agency does not constitute notice to the Company.

A-1. Designation

Room Two Relate LLC and Black Marriage Club LLC hereby designate **Picture Perfect Escapes LLC**, a Texas limited liability company, acting by and through its principal **Shavon Bush** (the "Travel Agency"), as their **exclusive travel agency of record** for all travel-based Offers, effective indefinitely. This designation continues in force until revoked by written notice executed by an authorized officer of the Company, and applies to all Offers sold, booked, or fulfilled during its term, including Offers with travel dates falling after any revocation.

A-2. Role and Authority

The Travel Agency is authorized to: source, negotiate, contract for, and administer group blocks, cabins, room allocations, air arrangements, transfers, excursions, and related travel components; serve as **merchant of record** for travel-based Offers; **collect, process, hold, and remit Participant payments**, including deposits and payment plan installments; issue booking confirmations, invoices, and travel documentation; and communicate directly with Participants regarding travel logistics.

The Travel Agency is an **independent contractor**. Nothing in this Addendum creates a partnership, joint venture, agency for general purposes, employment, or fiduciary relationship between the Company and the Travel Agency, and neither party is authorized to bind the other except as expressly stated herein.

A-3. Payment Structure and Acknowledgment by Participant

By purchasing any travel-based Offer, you acknowledge and agree that:

(a) your payment may be collected and held by the **Travel Agency**, not by the Company, and your card or bank statement may reflect the Travel Agency's descriptor rather than the Company's; (b) the Travel Agency remits supplier funds directly to carriers, cruise lines, hotels, and resorts, and remits to the Company only the Company's program fee or markup, such that **the Company does not hold supplier funds at any time**; (c) supplier deposits and payments become **non-recoverable** upon remittance in accordance with each supplier's own cancellation and penalty schedule; (d) **all payments remain final, non-refundable, non-exchangeable, non-transferable, and non-cancellable under Section 21 of the Agreement, regardless of which entity collects them**; and (e) a payment made to the

Travel Agency constitutes payment under the Agreement and is subject to every term of the Agreement, including the payment plan obligations in Section 22 and the chargeback covenant in Section 26.

A-4. Extension of Protections

ALL DISCLAIMERS, ASSUMPTIONS OF RISK, RELEASES, WAIVERS, LIMITATIONS OF LIABILITY, LIABILITY CAPS, INDEMNIFICATION OBLIGATIONS, HOLD-HARMLESS PROVISIONS, NO-REFUND PROVISIONS, MEDIA RELEASES, LIMITATIONS PERIODS, ARBITRATION PROVISIONS, AND CLASS-ACTION AND JURY-TRIAL WAIVERS SET FORTH IN THE AGREEMENT — INCLUDING WITHOUT LIMITATION SECTIONS 21, 25, 26, 27, 28, 29, 30, 31, AND 33 — APPLY IN FULL TO THE TRAVEL AGENCY, PICTURE PERFECT ESCAPES LLC, AND SHAVON BUSH INDIVIDUALLY, WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES ENTITLED TO ENFORCE THOSE PROVISIONS DIRECTLY AND IN THEIR OWN NAMES.

YOU HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE TRAVEL AGENCY ON THE SAME TERMS, AND TO THE SAME EXTENT, AS YOU RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COMPANY UNDER SECTIONS 30 AND 31.

A-5. Limitation on Travel Agency Responsibility

The Travel Agency acts solely as an intermediary between you and Third-Party Vendors. **THE TRAVEL AGENCY DOES NOT OWN, OPERATE, CONTROL, SUPERVISE, OR EMPLOY ANY CARRIER, VESSEL, AIRLINE, HOTEL, RESORT, TRANSPORT PROVIDER, OR EXCURSION OPERATOR, AND SHALL HAVE NO LIABILITY FOR THE ACTS, OMISSIONS, NEGLIGENCE, DELAYS, SCHEDULE OR ITINERARY CHANGES, OVERBOOKING, POLICY CHANGES, SERVICE FAILURES, INSOLVENCY, PROPERTY DAMAGE, INJURY, OR DEATH CAUSED OR CONTRIBUTED TO BY ANY SUCH PARTY.** Your sole recourse for any Third-Party Vendor failure is against that vendor directly, subject to that vendor's own terms and contract of carriage.

Supplier policy changes — including changes to reservation windows, dining assignments, itinerary release timing, documentation requirements, and booking procedures — are made unilaterally by suppliers and are **outside the control of both the Company and the Travel Agency. No such change constitutes a breach by the Company or the Travel Agency, and no such change gives rise to any right of refund, credit, or cancellation.**

A-6. Data Sharing

You consent to the disclosure of your Personal Information, including traveler identification data described in Part I, Section 3(d), to the Travel Agency and to Third-Party Vendors as

necessary to book and fulfill travel. The Travel Agency processes such information in accordance with Part I of this Agreement and its own privacy practices.

A-7. Dispute Resolution

Any dispute involving the Travel Agency arising out of or relating to any Offer is subject to the mandatory individual arbitration provision, class-action and jury-trial waiver, Texas governing law, Houston/Harris County venue, and one-year limitations period set forth in Section 33 of the Agreement, on identical terms.

A-8. Survival and Amendment

This Addendum survives termination of the Agreement as to any Offer purchased during its term. It may be amended or revoked only by a writing executed by an authorized officer of the Company, and no revocation shall impair the Travel Agency's rights with respect to Offers already sold.

This document is a template prepared for business use and does not constitute legal advice. Licensed Texas counsel should review it prior to publication, with particular attention to the arbitration provision, the liability limitations, and any state-specific consumer protection requirements applicable to your Participants' jurisdictions.