

THE WORLD GROOVE MOVEMENT

Facilitator License Agreement

This Facilitator License Agreement ("Agreement") is entered into between the World Groove Movement ("TWGM"), and you ("Facilitator"), as of the date of your enrolment in our license subscription plan ("New Facilitator Effective Date"). TWGM and Facilitator are referred to singularly as a "Party" and collectively as the "Parties."

The TWGM's "GROOVE Method™" is a revolutionary concept and approach to movement and dance that is very powerful (because of its simplicity). It is driven by passion and filled with deep purpose! It is also a very intelligent and sophisticated program because it nurtures the higher aspects of being a whole integrated human being.

TWGM is working very hard to create a powerful and well-known brand and experience around the world. To do this, it is critical that we work together to help build the awareness and consistency of the name, brand and experience.

Therefore, as a licensee of The GROOVE Method™ you agree to adhere to the agreement contained herein.

TWGM owns the TWGM IP (as that term is defined below) and uses the TWGM IP in connection with educational services in the field of dance-fitness ("Services"). Facilitator has completed an official TWGM Facilitator training and desires to become a TWGM facilitator member and make use of the Groove IP. TWGM facilitator membership is open only to individuals; a business, organization, company or other entity cannot be a TWGM member.

In consideration of the foregoing, the mutual promises set forth below, and Facilitator's subscription to the TWGM program, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms have the following meanings:
 1. **Initial Term & Term.** The initial term is for a period of one (1) year and shall begin from the New Facilitator Effective Date. Following the Initial Term, the Parties may renew this Agreement for additional periods by mutual consent ("Term").
 2. **TWGM Marks.** Means certain word trademarks and/or service marks owned by TWGM, including but not limited to The World Groove Movement™, The GROOVE Method™, THE **GROOVE**™, GROOVE DANCEfloor™ Experience, and the GROOVE Truths™, as well as certain trademarked logos, such logos as can be found at <https://theworldgroovemovement.com/marketing-material/>.
 3. **TWGM Specialty Marks.** Means certain specialty word trademarks and/or service marks owned by TWGM, including but not limited to the GROOVE Method for KIDS™, GROOVE Method for Seniors (Young at Heart)™, GROOVE Method F.I.T.™, GROOVE DANCEfloor™, Body Groove™, Bodygroove™ and The Technology of Authenticity™, as well as certain specialty trademarked logos, such logos as can be found at <https://theworldgroovemovement.com/marketing-material/>.

4. **Marks.** Means the TWGM Marks and TWGM Specialty Marks.
 5. **TWGM Copyrights.** Means certain original literary, dramatic, musical, artistic and other works within the meaning of the U.S. Copyright Act and the Berne Convention used in association with the Marks. The TWGM Copyrights are valid, subsisting and in full force and effect.
 6. **TWGM IP.** Means the TWGM Marks, the TWGM Specialty Marks and TWGM Copyrights.
 7. **TWGM Related Parties.** Means TWGM affiliates, subsidiaries, related companies, employees, directors, members, managers, officers, agents, vendors and suppliers.
2. **Grant of License.** Subject to the terms hereof, TWGM grants Facilitator a limited, nonexclusive, nontransferable, revocable license, without warranty, (i) to use the TWGM Marks to promote and teach Facilitator's TWGM classes and approved events, and identify Facilitator as a TWGM Facilitator ("License"); and (ii) following completion of a specialty training, to use the TWGM Specialty Marks associated with that specialty ("Specialty Mark License") (e.g., following a GROOVE Method for KIDS™ Facilitator Training, Facilitator may use the GROOVE Method for KIDS™ mark to promote and teach TWGM GROOVE Method for KIDS™ classes).
1. **Territory.** The License and Specialty Mark License are not valid in any country to which the U.S. restricts trade or where exercising rights hereunder would violate any law, regulation or ordinance.
 2. **Affiliation.** All uses of the TWGM IP must be made in accordance with this Agreement and cannot imply an affiliation with any third party, including an implied affiliation with any brand, organization or company, and/or with any individual not licensed hereunder. Where Facilitator wishes to use the name, logo or marks of a third party in connection with the TWGM IP, Facilitator must obtain TWGM's prior approval. Notwithstanding the foregoing, Facilitator may use the business name, trade name and/or trademark of a facility where a TWGM class or approved event is being held, so long as such use is subordinate to the Marks and the use is permitted by the facility.
 3. **Disparagement and TWGM Values.** Facilitator must not make any unsavory remarks or comments and/or create any materials or content that TWGM determines, in its discretion, dilutes, disparages, or is detrimental to the TWGM IP, the TWGM brand or the goodwill associated therewith. Facilitator must comply with all applicable TWGM guidelines with regard thereto. In using the logo Facilitator agrees to adhere to values and philosophies with respect to The GROOVE Method™, the GROOVE Truths™, positive health messaging, diversity, gender and race relations and accessibility as further outlined in applicable TWGM guidelines. Facilitator agrees to promptly comply with any instructions from TWGM, including the removal, deletion or withdrawal of remarks, content or materials that contravene TWGM values and philosophies.

4. **Conditional Permission.** The permission granted shall be in effect for as long as you demonstrate the ability to accurately represent The GROOVE Method™ brand, according to the skills and competencies developed during The GROOVE Method™ Facilitator Training.
5. **Ownership of the TWGM IP.** TWGM owns all right, title and interest in the TWGM IP and Facilitator must not take any action inconsistent with TWGM's ownership thereof. Facilitator's use of the TWGM IP inures to the sole benefit of and is on behalf of TWGM. In that regard, TWGM shall own all live performance copyright rights in and to any TWGM classes or events taught by Facilitator, including any copyright rights in the filming, recording, streaming, uploading or reproduction of such classes or events. Nothing in this Agreement gives Facilitator any right, title or interest in the TWGM IP other than the right to use the TWGM IP as permitted herein. Facilitator must not contest TWGM's ownership of the TWGM IP, the validity or enforceability of the TWGM IP, or the validity of this Agreement. Facilitator must not register or attempt to register any trademark, service mark, logo, copyright, trade name or business name that incorporates "GROOVE," "World Groove Movement," "GROOVE Method" or the Marks, or any derivations thereof, nor can Facilitator assist any party in doing so.

3. Fee. Facilitator must pay TWGM a subscription fee in an amount to be set by TWGM. The Fee is subject to change at TWGM's discretion. TWGM reserves the right to establish, revise, modify or amend its billing practices, methods and fees, including its collection practices, payment practices, and fees for content or services provided on its website(s). Facilitator agrees to accept notice of any changes by way of the changes posted on <https://theworldgroovemovement.com/faq/>. Facilitator's failure to make timely payments due hereunder is a material breach permitting TWGM to terminate this Agreement. Unless otherwise agreed upon in writing by the Parties, full or partial refunds are only available for annual or semi-annual payment plan subscriptions. Monthly subscriptions are not subject to any refund. For more information regarding fees, refunds, or late payments, visit <https://theworldgroovemovement.com/faq/>.

3.1. Third Party IP Rights. Facilitator must not include third party intellectual property rights in materials promoting Facilitator's TWGM classes or approved events without TWGM's prior approval. However, use of the name of a gym or facility where TWGM classes or approved events are being held is permitted if subordinate to the Marks and the use is permitted by the gym or facility.

4. Proper Use of the Marks. Facilitator must (i) use the Marks only in the forms shown in Exhibits A and B, including adhering to the colors, fonts, stylization, proportionality and other elements of the Marks; (ii) follow TWGM's guidelines; (iii) use the appropriate trademark symbol (™ or ®) with each use of a Mark; (iv) follow all instructions, requests and/or demands made by TWGM concerning Facilitator's use of the TWGM IP; and (v) use Facilitator's best efforts to use the current versions of the Marks as provided by TWGM.

4.1. Under License Language. Facilitator must use the following "used under license" language on all materials, printed or electronic, which bear the Marks:

The GROOVE Method™, The GROOVE DANCEfloor™ Experience, The World Groove Movement®, The Technology of Authenticity and the TWGM logos are trademarks of the World Groove Movement, used under license are trademarks of the World Groove Movement, used under license.

4.2. Quality Standards. The nature and quality of Facilitator's marketing and services using the Marks must conform to the standards set by TWGM (i) in the Facilitator training courses and manuals; (ii) at <https://theworldgroovemovement.com>; (iii) in TWGM's guidelines; and (iv) in this Agreement. Facilitator must cooperate with TWGM in facilitating TWGM's control over the nature and quality of Facilitator's marketing and services, to permit observation of Facilitator's TWGM classes or approved events, to promptly comply with all instructions from TWGM, and to supply TWGM with evidence confirming compliance with this Agreement.

4.3. Compliance with Laws. Facilitator must comply with all applicable laws, regulations and ordinances in the country, state and locality in which Facilitator teaches TWGM classes and approved events and obtain all appropriate government approvals pertaining to marketing, advertising, or providing Facilitator's services, including any requirements for the instruction of children.

4.4. Promotional materials. Facilitator may use the Marks on TWGM approved flyers, posters, emails and other printed materials and electronic publications (for example, announcing classes on a website or flyer, online newsletter, class event invitation or on social networking sites such as Facebook or Twitter) whose sole purpose is to promote Facilitator's TWGM classes or approved events. Such materials must include the "used under license" language. Facilitator may not use the Marks for noncommercial video publication, including YouTube/online clips the following unless approved in advance and in writing by TWGM. For additional terms and restrictions, please see TWGM's guidelines.

4.5. Email addresses. Facilitator may use "GROOVE" as part of Facilitator's email address so long as Facilitator uses such address solely for the promotion of Facilitator's TWGM classes and approved, related TWGM activities.

4.6. Domain Names. Facilitator may use the Marks, for which Facilitator is licensed, as part of Facilitator's domain name for a website promoting only Facilitator's TWGM classes and approved events. Registration and/or use of a domain name must adhere to the terms of this Agreement.

(a) Competing Services/Goods. Under a domain name containing the TWGM mark, Facilitator must not sell, offer for sale, advertise or promote any services or goods except Facilitator's TWGM classes, approved events and related, authorized TWGM goods and activities (such authorization or approval having been obtained in advance and in writing).

(b) Transfer of Domain Name. In the event TWGM determines it needs or desires to own a domain name registered or operated by Facilitator incorporating the Marks, Facilitator must, at TWGM's request, immediately transfer such domain name to TWGM. TWGM may reimburse Facilitator for reasonable and documented out-of-pocket costs that Facilitator paid to register the domain. TWGM will not reimburse Facilitator for any costs incurred in designing Facilitator's website, creating marketing materials, or any other costs incurred in connection with the domain name.

(c) TWGM Member Identification. Facilitator must be identified in the Whois listing as the Registrant of a domain name used by Facilitator containing the Marks. If applicable, Facilitator must include his/her Facilitator number in the domain name registration information. Facilitator must not use a privacy protection service in connection with the registration of a domain name.

(d) Domain Name Containing Country Name. A Facilitator wishing to register or use a domain name containing “GROOVE” and the name of a country (e.g., GROOVEaustralia.com or GROOVE-brazil.co.br) must obtain TWGM’s approval in advance of such registration.

4.7. Internet Uses. Facilitator may use the Marks on a website, including blogs and social media sites, where Facilitator uses the Marks to promote Facilitator’s TWGM classes and approved events in accordance with this Agreement and under the following guidelines:

(a) Trademark Notice. Facilitator must include the “used under license” language on the home page of Facilitator’s website, which must reference all Marks used on the site.

(b) Link to theworldgroovemovement.com. Facilitator must include a prominent hyperlink on the home page to theworldgroovemovement.com.

(c) Music. Facilitator may use TWGM’s original compositions and such other original tracks that may be released in the future as background music on Facilitator’s site. Facilitator must not use any other music on Facilitator’s site unless he/she has obtained an appropriate license.

(d) Ownership. Facilitator must identify his/her self as the owner of Facilitator’s Site by indicating his/her legal name on the home page. In addition, Facilitator must post the following statement on the home page to his/her TWGM profile: “This site is owned and operated by [insert name], a licensed GROOVE member”, and the logo provided by TWGM to Facilitator in relation thereto must be prominently displayed on the same page.

(e) Adwords/Keywords. Facilitator must not use any Marks as AdWords, paid search, keywords or otherwise for search engine optimization and/or for creating “sponsored links”.

(f) Social Media Titles. Facilitator must include his/her name in the title of any social media page(s) incorporating the Marks. In the case of group pages, all Facilitators must be identified on the page. This Section applies to social media pages created and/or used for events.

4.8. Radio, Television and News Coverage. Facilitator must not use the Marks on radio or television without TWGM’s prior approval. Facilitator may promote Facilitator’s TWGM classes or approved events through live or print news coverage, or through mainstream news organizations or print publishers with TWGM’s prior written approval. In the event Facilitator is not aware of the coverage in advance, Facilitator must promptly notify TWGM after the coverage and, when possible, provide a copy of the article or footage.

4.9. Prohibition on Sale of TWGM Products. Facilitator may not use the Marks in connection with the resale of genuine TWGM or related products, including but not limited to World Groove or Body Groove products.

4.10. Charitable Fund Raising Services/Other Events. Facilitator may only use the Marks in connection with charitable fund raising services or other events with the express prior written consent of TWGM. An approval request must be submitted at info@theworldgroovemovement.com.

4.11. Trade Shows or Conferences. Facilitator may conduct TWGM classes at trade shows or conferences only with prior written consent of TWGM. An approval request must be submitted at info@theworldgroovemovement.com. Whenever Facilitator participates in or conducts such trade shows or conferences, Facilitator's name must be listed in any promotional materials.

5. Restricted Use of the Marks & TWGM IP. TWGM may use, or license others to use, the TWGM IP in connection with various goods and services. Facilitator must not use the TWGM IP for purposes of promoting any workshop, training, instruction, session, or other activity except Facilitator's own TWGM classes or approved events. Facilitator must not use any TWGM IP to identify a gym, workout facility, business or trade name, or any other facility, program or product, except as authorized herein, without TWGM's prior approval. TWGM reserves the right to remove any content posted on the Internet and/or used by Facilitator that violates TWGM's rights in the TWGM IP.

5.1. Never Modify the Marks. Facilitator must use the Marks in accordance with the terms of this Agreement and refrain from modifying the Marks (e.g., Facilitator must not (i) refer to a class as, for example, "World Groove Warrior", or "World Groove Masters"; or (ii) change the spelling of the Marks, such as, for example, using the phrases "World Groovemanía").

5.2. Never Use the Marks in Business or Trade Names. Facilitator must not use the Marks in the name of a business or trade name including, for example, "World Groove Club", or "World Groove Studio."

5.3. Never Use the Marks as Verbs or Nouns. Facilitator must not use the Marks as nouns or verbs including, for example, "I Love to Groove" or "My gym offers Groove". Facilitator must always use the Marks as adjectives including, for example, "I Love the Groove World Movement program", "Once you attend a World Groove Movement class, you'll be hooked" or "My gym offers Groove™ classes."

5.4. Never Use the Marks as Titles to Newsletters or Publications. Facilitator must not use the Marks, in whole or in part, as titles to print or digital newsletters or publications.

5.5. Merchandise. Facilitator must not manufacture, create, offer for sale, sell or distribute any merchandise, including apparel, accessories, CDs, DVDs or promotional items, bearing the TWGM IP or any names, designs or logos similar to the Marks. Notwithstanding the foregoing, Facilitator may modify or repurpose official TWGM products for Facilitator's personal use. Modification and repurposing includes, for example, cutting or altering an official TWGM product from its intended use and form into a different use or form. Permitted modification and repurposing expressly excludes the application or combination of any TWGM product or portion thereof, whether bearing the Marks or not, to any other non-TWGM merchandise or products. Facilitator must not offer for sale, sell, or distribute modified or repurposed TWGM products.

5.6. TWGM Materials. Facilitator must not copy, duplicate, sell, distribute, upload, stream or otherwise disseminate any TWGM materials, such as welcome kits, or their contents; training manuals; CDs and DVDs; and other media. Facilitator must not play the TWGM DVDs as part of a class or publicly perform any TWGM video, including of Facilitator's own classes. In the event of termination or cancellation of this Agreement, Facilitator must retain Facilitator's TWGM materials, destroy them or return them to TWGM.

5.7. Videos/Recording. Facilitator must not film, record, stream live video, create DVDs or reproduce in any manner TWGM classes, or otherwise imitate TWGM choreography or music without the prior written consent of TWGM. TWGM videos, CDs and DVDs are fully protected under U.S. and other applicable copyright laws, and any unauthorized duplication, exhibition, distribution or use without TWGM's prior approval is prohibited.

5.8. Mobile Applications. Facilitator must not use the TWGM IP in connection with a mobile application, including in the title, icon and content of the application.

5.9. Program Names. Facilitator may only use the program names for which Facilitator is licensed to teach. Facilitator must not alter the TWGM program names or create his/her own program names (e.g., The Groove Method for Kids™ cannot be called "the Groove Method for Children" and The Groove Method for Kids™ classes can only be taught by a Facilitator who has a Specialty License to teach the Groove Method for Kids™ program).

6. Termination by Facilitator. Facilitator may immediately terminate this Agreement and at any time, with or without cause, by giving TWGM written notice. Upon termination without cause, Facilitator forfeits any Fee paid to TWGM.

6.1 Termination by TWGM. TWGM has the right to terminate this Agreement upon written notice in the event Facilitator breaches this Agreement or as a result of any action or conduct by Facilitator that TWGM deems detrimental to the TWGM IP, the TWGM brand or the goodwill associated therewith. TWGM may, in its discretion, provide Facilitator with an opportunity to cure any breach prior to termination. Upon termination for cause, any Fee paid will not be returned to Facilitator.

6.2. Effect of Termination. Upon termination, Facilitator must immediately (i) discontinue use of the TWGM IP, including in any websites or email addresses used by Facilitator; (ii) comply with this Agreement concerning TWGM materials; and (iii) transfer all domain names incorporating the Marks to TWGM. All rights in the TWGM IP and the goodwill associated therewith remain the exclusive property of TWGM.

7. Third-Party Infringement. Facilitator must promptly notify TWGM of any unauthorized use of the TWGM IP by a third party for which Facilitator becomes aware. TWGM has the sole right and discretion to take action, including bringing action involving the TWGM IP and retaining the proceeds of any settlement or recovery in such action. Facilitator agrees to cooperate with TWGM in enforcing and protecting the TWGM IP.

8. Interpretation & Enforcement. This Agreement will be construed solely in accordance with the laws of the U.S. and the State of Wyoming. However, any legal action arising from or relating to this Agreement must only be brought in a state or federal court located in Wyoming. The Parties waive any challenge to personal jurisdiction or venue in those courts. The prevailing Party in any such action is entitled to recover its attorneys' fees and costs. The Parties expressly waive the right to a jury trial in any action relating to this Agreement. Any judgment by a court under this Section is fully enforceable in Facilitator's country of residence.

9. Acceptance of and Modifications to Agreement. Payment of the Fee pursuant to this Agreement and/or completing the click-through process required to accept this Agreement shall be effective as an original signature and constitutes Facilitator's acceptance to the terms hereof. Facilitator acknowledges that he/she has read and understands this Agreement in its entirety and that this Agreement may be modified at TWGM's discretion after the Initial Term. Such changes may be effected by TWGM's posting of a change notice or new agreement on its website. Such modified terms are deemed incorporated herein and made part hereof. TWGM will make commercially reasonable efforts to notify Facilitator of all modifications prior to implementation. The enforceability of such changes is not contingent upon actual notification, provided that TWGM has posted the changes on theworldgroovemovement.com. In the event Facilitator does not agree to abide by the terms of the Agreement, as modified, Facilitator's sole remedy is to terminate this Agreement. Facilitator must monitor TWGM.com for changes to this Agreement.

10. Parties' Relationship. The Parties' relationship is that of licensor and licensee. Nothing herein shall be construed as creating any partnership, joint venture, agency, franchise, sales representative or employment relationship between the Parties, nor shall TWGM be deemed to be acting in a fiduciary capacity with respect to Facilitator. Facilitator has no authority to make or accept any offers or representations on behalf of TWGM or to act for or bind TWGM in any manner. Facilitator must not make statements or take actions that may contradict the relationship set forth herein or confuse or mislead any person regarding the nature of the Parties' relationship.

11. Disclaimer & Limitation of Liability. TWGM makes no representations or warranties, express or implied, with respect to TWGM, the TWGM Services, or any TWGM-related products, including warranties of fitness, merchantability or non-infringement. Under no circumstances, or legal or equitable theory, whether in tort, contract, strict liability or otherwise, will TWGM or the TWGM Related Parties be liable to Facilitator or any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with this Agreement, including damages for lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or computer failure or malfunction, even if an authorized representative of TWGM has been advised of or should have known of the possibility of such damages. TWGM makes no representation that the operation of TWGM's website(s) will be uninterrupted or error-free. TWGM is not liable for the consequences of any interruptions or errors, although TWGM will make commercially reasonable efforts to correct errors or interruptions. In no event will TWGM be liable for any damages in excess of the Fees paid by Facilitator during the six-month period preceding the date on which a claim arises.

12. Indemnification. Facilitator agrees to indemnify, defend and hold harmless TWGM and the TWGM Related Parties from any and all losses, liabilities, damages and expenses (including attorneys' fees and costs) as a result of any claims, demands, actions or other proceedings made or instituted by a third party which arises out of any (i) criminal and/or negligent acts of Facilitator; (ii) breach by Facilitator of this Agreement; or (iii) other act or omission of Facilitator.

13. Nature of Services. TWGM classes or events may not be safe or appropriate for everyone. Any information TWGM may provide to Facilitator through a TWGM training, in TWGM materials, or on TWGM's website(s) regarding health or dance is intended solely as educational aids and are not substitutes for medical advice. Facilitator is encouraged to seek medical advice before providing Facilitator services to others, or if Facilitator experiences any medical condition affecting Facilitator's ability to provide the sessions. Facilitator must ensure that he/she complies with all applicable laws, regulations and ordinances governing the instruction of children and adults in the country, state and locality where Facilitator teaches. TWGM and the TWGM Related Parties assume no responsibility for any consequence relating directly or indirectly from any action or inaction of Facilitator based on the information, services, or other material provided by TWGM. While TWGM strives to provide complete, up-to-date and accurate information on its website(s) and in other materials, TWGM and the TWGM Related Parties do not guarantee, and will not be responsible or liable for, any damage or loss related to the accuracy, completeness, or timeliness of such information. Facilitator releases from liability, and holds harmless TWGM and the TWGM Related Parties for any accident, injury, illness, death, loss, damage to person or property, or other consequences suffered by any person arising or resulting from Facilitator's provision of Facilitator Services. If Facilitator is injured providing Facilitator Services, Facilitator assumes any financial obligations for any medical costs Facilitator may incur. TWGM assumes no responsibility for any medical expenses, injury, or damages suffered by Facilitator, or Facilitator's students, in connection with the provision of the Services.

14. Notices. Any notice, request, demand or other communication given hereunder may be given to a Party at the addresses set forth below. Any notice or request hereunder must be given by registered or certified mail, return receipt requested; courier; or, e-mail.

If to TWGM: Chief Operations Officer, E-mail: info@theworldgroovemovement.com.

If to Facilitator: To the email address on Facilitator's TWGM registration documentation or to the address subsequently provided by Facilitator to TWGM in writing.

15. No Waiver & Reservation of Rights. TWGM's failure to enforce a provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or other provisions hereof. TWGM reserves all rights not granted herein. To submit questions regarding this Agreement please email info@theworldgroovemovement.com.