

MEG Academy Terms and Conditions

1. Introduction

MEG Academy, a division of MEG Business Management, LLC ("MEG Academy"), provides comprehensive training and coaching services to support Physical Therapy private practice owners and their staff. Clients purchasing MEG Academy packages gain access to industry-specific training programs, coaching sessions, and resources designed to help them manage and grow their practices.

MEG Academy owns and licenses its proprietary MEG Academy Interactive Training Center Programs, including all related copyrights, trademarks, and business methods. By purchasing MEG Academy, the Client is granted a limited, non-exclusive, non-transferable license to access these programs for the sole purpose of education, practice management training, and the resources and tools provided within the Virtual Training Program.

By agreeing to these Terms and Conditions, the Client acknowledges that these offerings are not a substitute for legal or financial counsel. The Client is encouraged to seek independent legal or financial advice as necessary.

2. Services Included

Upon purchasing a MEG Academy package, Clients will receive access to the following, depending on the package chosen:

1. **Training Programs:** Access to MEG Academy's Masters and Certification programs purchased.
2. **Coaching Services:** Includes live group coaching sessions, 15 minute 1:1 coaching calls, and participation in a mastermind community.
 - a. **Coaching Forum:** Monthly group coaching sessions via video conferencing, available to Full Access Users.
 - b. **Mastermind Slack Channel Access:** Clients can access a private Slack channel for ongoing Q&A with MEG Academy coaches, Billing experts and Credentialing Specialists.
 - c. **1:1 Personal Coaching:** Each package includes 15-minute 1:1 coaching sessions for questions related to the programs purchased, unless otherwise specified. Additional 1:1 coaching hours can be purchased separately for more extensive support.
 - d. **Additional 1:1 coaching hours can be purchased separately for more extensive support.**
3. **File Vault:** Clients will have access to downloadable resources and documents related to the training programs purchased.

3. Terms and Termination

A. **Legally Binding Agreement:** This is a legally binding, non-refundable contract for the term specified in the Agreement. The Client is entitled to use the MEG Academy Interactive Training programs, along with the documents provided within the File Vault, for the duration of the Agreement.

B. **Post-Term Usage:** Upon expiration of the current license, if no renewal is purchased, the Client agrees that they will cease using the MEG Academy Interactive Training programs and any similar variants. The Client also agrees to no longer retain any reproduced video/digital content from the MEG Academy Interactive Training programs.

C. **File Vault Materials:** Documents downloaded from the File Vault may continue to be used and modified for the Client's exclusive use within their own practice after the license expires. However, the Client is prohibited from replicating or sharing these documents with any other entities not employed or owned by the Client at the time of the license expiration.

4. User Licenses and Access

To access the MEG Academy training and coaching services, Clients are provided with user licenses, which grant access to the virtual platform. These licenses fall under two categories:

1. **Full Access User Licenses:** Grants access to all Masters and Certification programs purchased.
2. **Staff Certification Licenses:** Provides access only to assigned Staff Certification courses.

License Duration:

- Full Access User Licenses are valid for one (1) year from the activation date.
- Staff Certification Licenses remain active as long as there is at least one active Full Access User License on the account.

Prohibition on Sharing: Sharing of licenses between individuals or with other organizations is strictly prohibited. Each license is assigned to a specific individual and cannot be transferred, except as outlined in the Transfer Policy. Any unauthorized sharing of licenses will result in immediate termination of services without refund.

5. License Renewal and Transfer Policy

1. **Full Access License Renewal:** Full Access User Licenses automatically renew annually at a rate of \$750 per license. MEG Academy will notify Clients 45 and 10 days before the renewal date. To avoid renewal, Clients must provide written notice at least seven (7) days before the renewal date. No refunds will be issued for processed renewals.
 - Clients are responsible for ensuring they remain subscribed to MEG Academy emails to receive important notifications.
 2. **Transfer Policy:** One (1) Staff Certification License transfer is allowed per calendar year with MEG Academy Admin approval, in the event of employee termination or resignation. This policy does not apply to Full Access Users.
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6. Payment Terms

MEG Academy offers two payment options for the purchase of its services:

1. **Pay in Full:** Clients can pay the total amount upfront.
2. **Payment Plan:** Depending on the product purchased, Clients may be able to choose a 12-month payment plan. This is a commitment to **pay the full purchase price** over the course of the year and is **not** a month-to-month subscription.
 - **No Pause or Cancellation:** Clients are obligated to complete the payment plan once initiated, and no pausing or cancellation of payments is permitted.
 - **Failure to Pay:** If the Client fails to make a payment under the agreed-upon payment plan, the following consequences will apply:
 - i. **Suspension of Services:** MEG Academy reserves the right to immediately suspend access to all services, including training programs, coaching sessions, and the File Vault, until the outstanding payment is made.
 - ii. **Termination of Agreement:** If the Client fails to remedy missed payments within 30 days of notice, MEG Academy may terminate the Agreement, and the Client will remain liable for any unpaid balance of the full contract amount.
 - iii. **Late Payment Fees:** A late fee of 1.5% of the outstanding balance will be applied for each month that a payment is overdue.
 - iv. **Collection Costs:** The Client agrees to bear any reasonable costs incurred by MEG Academy in collecting overdue payments, including legal fees and third-party collection fees if necessary.
3. **Upgrades:** If the Client has purchased a la carte programs and wishes to upgrade to the Platinum Package, the amount already paid for those a la carte programs will be applied to the total cost of the Platinum Package.

Clients will be invoiced for any additional services or licenses purchased, and access to MEG Academy services will not be granted until payments are made in full or as per the payment plan agreement.

7. Confidentiality Agreement

MEG Academy agrees to maintain the confidentiality of any business-related information shared by the Client for the purpose of evaluation or consultation. This information will not be disclosed to third parties without the Client's consent.

8. Intellectual Property and License Use (Attachment A)

1. **Ownership of Intellectual Property:** MEG Academy retains all rights to the MEG Academy Interactive Training Center Programs, including the copyrights, trademarks, and business methods associated with these programs. MEG Academy licenses these programs to Clients for educational and training purposes, but the ownership of all intellectual property remains with MEG Academy.
 2. **Grant of Rights:** The Client is granted a limited, non-transferable license to use the MEG Academy programs and materials for the duration of the agreement. Upon expiration or termination, the Client must cease all use of MEG Academy content and delete any copies in their possession.
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9. Liability Disclaimer

It is understood and agreed upon between MEG Academy and the Client that MEG Academy strictly provides education, practice management training, coaching, and virtual interactive training. MEG Academy is not responsible for any decisions, actions, or outcomes that the Client may take following the use of these services. The Client acknowledges that all business decisions and actions taken after participating in the training programs or coaching are the sole responsibility of the Client, and MEG Academy cannot be held liable for any such decisions or actions.

10. Indemnity and Non-Circumvention

1. **Indemnity:** The Client agrees to indemnify and hold MEG Academy harmless against any loss, expense, or damages incurred due to claims arising from the Client's conduct, including but not limited to:
 - (a) Any breach of this Agreement by the Client;
 - (b) Any violation of intellectual property rights of third parties under U.S. or international copyright, trademark, or patent law.

2. **Non-Circumvention:** The Client agrees not to attempt to circumvent MEG Academy's rights to its proprietary training programs, business methods, or intellectual property by using the information provided in any unauthorized manner.
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11. Dispute Resolution and Legal Jurisdiction

In the event of a dispute, both parties agree to attempt resolution through mediation before pursuing legal action. The parties agree to participate in mediation in good faith. Each party shall bear its own costs for mediation, except in cases where a different arrangement is agreed upon in writing.

Any legal proceedings will be held in Towns County, Georgia, under Georgia law. If MEG Academy incurs costs or attorney's fees in enforcing this Agreement, the Client agrees to reimburse such costs. MEG Academy may suspend services until disputes are resolved.

12. Entire Agreement

This Agreement represents the complete understanding between the parties and supersedes any prior agreements. Any amendments to this Agreement must be made in writing and signed by both parties.

13. Notices

All notices between the Client and MEG Academy must be in writing and sent to the addresses provided in this Agreement or as otherwise communicated.

Attachment A: Intellectual Property, Grant of License, and Restrictions

1. Ownership of Intellectual Property

MEG Academy, a division of MEG Business Management, LLC, retains full ownership and all rights to its intellectual property, including but not limited to:

- The MEG Academy Interactive Training Center Programs,
- All related training materials,
- Copyrights, trademarks, and business methods associated with these programs.

These materials and methods are protected under U.S. and international copyright, trademark, and patent laws. Nothing in this Agreement shall be construed as transferring any ownership rights of these materials to the Client.

2. Grant of License

By purchasing a MEG Academy package, the Client is granted a limited, non-exclusive, non-transferable license to access and use the MEG Academy Interactive Training Center Programs and related materials solely for the purpose of education and practice management training within the Client's own business.

This license is granted for the duration of the term specified in the Agreement and is subject to full compliance with the terms and conditions, including payment obligations. Upon expiration or termination of the Agreement, the Client's access to MEG Academy content will be revoked, and all rights to use the content shall cease.

3. Restrictions on Use

The Client agrees to the following restrictions regarding the use of MEG Academy's intellectual property:

- **No Reproduction or Distribution:** The Client may not reproduce, distribute, or share any materials from the MEG Academy Interactive Training Center Programs with any individuals or entities outside their own business or organization, except as explicitly permitted in writing by MEG Academy.
- **No Modification:** The Client may not modify, reverse-engineer, decompile, or create derivative works based on any materials from the MEG Academy Interactive Training Center Programs without prior written consent from MEG Academy.
- **Internal Use Only:** All materials and programs provided by MEG Academy are for the Client's internal use only and may not be resold, sublicensed, or otherwise provided to third parties.
- **Post-Term Restrictions:** Upon expiration or termination of the Agreement, the Client agrees to immediately cease all use of the MEG Academy Interactive Training Center Programs and delete or destroy any copies of MEG Academy materials in their possession, except for documents downloaded from the File Vault, which may continue to be used exclusively for the Client's internal purposes.

4. Non-Circumvention

The Client agrees not to attempt to circumvent MEG Academy's intellectual property rights or business methods by using the proprietary information and materials provided for any unauthorized purpose, including but not limited to replicating or creating competing training programs or services.

5. Enforcement of Rights

MEG Academy reserves the right to enforce its intellectual property rights under this Agreement. If the Client violates any of the terms in this Attachment A, MEG Academy may terminate the Agreement immediately, revoke access to all programs and materials, and seek legal recourse for any damages or losses incurred.