Act Like You Can Sell: Terms of Sale and License

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About these terms

These Terms of Sale and License (the "Terms") govern every purchase of the *Act Like You Can Sell* Team Kit and every facilitated workshop delivered by Peachstone Group ("Provider," "we," "us"). They apply to commercial customers (companies and other organizations) and educational customers (accredited schools, colleges, and universities).

The Terms have three parts. **Part A** applies to everything. **Part B** applies to the downloadable Team Kit. **Part C** applies to facilitated workshops, delivered on site or virtually.

Acceptance. You accept these Terms when you tick "I agree to the Terms of Sale and License" at checkout, sign a workshop order form, or pay an invoice that references these Terms. If you are accepting on behalf of an organization, you confirm that you have authority to bind it, and "Customer" or "you" means that organization.

If a signed workshop order form conflicts with these Terms, the order form controls for that workshop only.

Effective date: the date of purchase: the date you complete checkout for a Team Kit, or the date you sign the order form or accept the quote for a workshop. **Version:** 1.0.

Part A: General terms

1. Definitions.

- **Materials** means the Team Kit and everything Provider supplies for a workshop: guides, workbooks, agendas, slides, exercises, scripts, rubrics, scenarios (including the Cedar Ridge Manufacturing storyline), and any updates.
- **Licensed Participants** means the individuals covered by your license or workshop order.
- **Order** means a completed checkout, a signed workshop order form, or an accepted quote.

2. Ownership. Provider owns all rights in the Materials, the book *Act Like You Can Sell*, and the Three-Act Sales System. You receive only the limited rights stated in these Terms. Nothing is sold or assigned to you except the license described here. Your own business information, deal data, and participant work product remain yours.

3. Confidentiality.

1. **Provider's confidential information.** The Materials are confidential and proprietary. You will keep them within your organization, share them only with Licensed Participants and staff who need them to run or approve the training, and protect them with at least the care you use for your own confidential information.
2. **Your confidential information.** Workshops often use real deals, pipeline data, pricing, and customer names. Provider will keep anything you or your participants share in a workshop confidential, use it only to deliver the training, and not disclose it to anyone else.
3. **Exclusions.** Confidentiality does not cover information that is or becomes public through no fault of the receiving party, was already known to it, is independently developed, or is received lawfully from a third party. Either party may disclose information if required by law, after giving the other prompt notice where legally permitted.
4. **Duration.** These obligations last for three (3) years after your last purchase or workshop, and for as long as the information remains a trade secret.

4. Distribution and reuse. Unless Part B or a signed order form says otherwise, you may not:

1. Resell, sublicense, rent, lend, or give the Materials to anyone outside your organization.
2. Post the Materials on a public website, open file share, or learning platform accessible beyond your Licensed Participants.
3. Use the Materials to deliver training to third parties, whether paid or free, including clients, partners, or the public.
4. Create and distribute a derivative training program, course, or product based on the Materials.
5. Upload the Materials to an AI tool or service that may use them to train models, or use them to generate competing content.
6. Remove or obscure copyright, trademark, or author notices.

You **may** quote short excerpts (for example, a framework diagram or a checklist) in internal slides, emails, and coaching notes for Licensed Participants, provided you credit "*Act Like You Can Sell* by Bryan Christie."

5. Prices, payment, and taxes. Prices are in US dollars. Team Kit orders are paid in full at checkout. Workshop invoices are due within thirty (30) days unless the order form states otherwise. Prices exclude sales, use, VAT, and similar taxes, which you will pay where applicable (other than taxes on Provider's income). Overdue amounts may accrue interest at 1.5% per month or the maximum allowed by law, whichever is lower, and Provider may suspend services until paid.

6. No guaranteed results. The Materials and workshops are provided for educational and professional development purposes. Sales results depend on many factors outside Provider's control, including your market, product, team, and how the methods are applied. Provider does not guarantee any specific outcome, such as revenue, quota attainment, win rate, or pipeline growth.

7. Warranties and disclaimer. Provider warrants that it has the right to license the Materials and that workshops will be delivered in a professional manner. Except as stated in these Terms, the Materials and services are provided "as is," and Provider disclaims all other warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

8. Limitation of liability. Neither party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility. Provider's total liability for any claim relating to an Order is limited to the amount you paid Provider for that Order. These limits do not apply to your breach of Sections 3 or 4, or to either party's fraud or willful misconduct.

9. Indemnity. Provider will defend you against any third-party claim that the Materials, used as permitted, infringe that party's intellectual property, and pay resulting damages awarded or agreed in settlement. You will defend Provider against claims arising from your misuse or unauthorized distribution of the Materials. The party seeking defense must notify the other promptly and allow it to control the defense.

10. Privacy. Provider collects the names, email addresses, and billing details needed to process your Order, deliver files, and run workshops. We do not sell personal information. Payments are processed by Stripe; Provider does not store full card numbers. See our Privacy Policy for details.

11. Termination for breach. If you materially breach Sections 3 or 4, Provider may end your license on written notice. You must then stop using and delete all copies of the Materials. Sections 2, 3, 4, 6–9, and 12–14 survive termination.

12. Governing law and disputes. These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law rules. The parties will first try to resolve any dispute through good-faith discussion for thirty (30) days. Any unresolved dispute will be brought exclusively in the state or federal courts located in Dallas County, Texas. Either party may seek an injunction in any court to protect its confidential information or intellectual property.

13. Educational institutions. If you are a public institution whose governing law prevents you from agreeing to a provision of these Terms (for example, indemnity or governing law), that provision applies only to the extent permitted by the law that governs you.

14. General.

- **Entire agreement.** These Terms, plus any signed order form, are the entire agreement for your Order and replace any prior discussions. Purchase-order terms you issue do not apply.
- **Changes.** Provider may update these Terms for future Orders. The version in effect when you placed an Order applies to that Order.
- **Assignment.** You may not assign these Terms without Provider's written consent, except to a successor of your entire business.
- **Force majeure.** Neither party is liable for delays caused by events beyond its reasonable control, such as illness, severe weather, travel disruption, or government action. Workshop dates affected this way will be rescheduled under Section 25.
- **Independent contractor.** Provider acts as an independent contractor. Nothing in these Terms creates employment, partnership, or agency.
- **Severability and waiver.** If any provision is unenforceable, the rest remain in effect. A failure to enforce a provision is not a waiver.
- **Notices.** Notices must be in writing, by email to the address in your Order or to enquiries@peachstone.com

Part B: Team Kit license

15. License grant. When your payment clears, Provider grants you a non-exclusive, non-transferable, perpetual license to use the Team Kit as follows:

	Commercial license	Educational license
Who	One team within your organization	One course or program at an accredited educational institution
Participants	Up to 15 Licensed Participants	Up to 30 enrolled students per course section, per academic term
Facilitators	Your employees or contractors running the training internally	Faculty and teaching staff of that course
Repeat use	Unlimited sessions for the same team, including refreshers and new members, within the participant limit	The same course in later terms, within the student limit for each term
Not covered	Training other teams, business units, or affiliates	Paid executive education, continuing education, or corporate training sold to non-students

Training more people than your license covers requires an additional license. Contact us for multi-team, enterprise, or institution-wide pricing.

16. What you may do.

1. Print, copy, and distribute the Participant Workbook to Licensed Participants, who may keep their copies.
2. Fill in, adapt, and add your own examples to the editable workbook for internal use.
3. Share the Five-Day Agenda internally with people approving or scheduling the training.
4. Store the Materials on internal systems accessible only to facilitators and Licensed Participants.

17. Restrictions. Section 4 (Distribution and reuse) applies in full. In addition, the Instructor Guide is for facilitators only and may not be given to participants or posted to shared participant folders.

18. Delivery. The Team Kit is delivered as a digital download. Your download link is emailed after payment and expires after 7 days; contact us if you need a new link. No physical goods are shipped. Copies of the book are sold separately.

19. Refunds. Because the Team Kit is digital and available immediately, all sales are final once the files have been downloaded. If a file is corrupted or missing, contact us within 14 days and we will replace it. If we can't fix the problem, we will refund your purchase.

20. Workshop credit. If you book a Provider-facilitated workshop within 90 days of buying the Team Kit, the Team Kit price is credited against the workshop fee. The credit applies once per Team Kit purchase.

Part C: Workshop services

21. Scope. Each workshop is described in an order form or quote stating the format (on site or virtual), dates, length, location, participant count, and fee. Provider will deliver the workshop as described and supply the Materials needed for it.

22. Fees and deposit. A deposit of 50% of the workshop fee is due when you sign the order form and secures your dates. The balance is due within thirty (30) days after the workshop ends. Fees include facilitation, preparation, and one copy of *Act Like You Can Sell* per Licensed Participant up to the number stated in the order form. Additional participants are billed at the per-participant rate in the order form.

23. Travel and expenses (T&E). For on-site workshops, you will reimburse Provider's reasonable, actual travel and living expenses, in addition to the workshop fee:

Expense	Basis
Airfare	Economy or premium economy, booked when the dates are confirmed. Business class only with your prior written approval.
Lodging	A standard room at a business hotel near the venue, for each workshop night and the night before Day One.
Ground transport	Mileage at the current IRS rate, taxis, ride-share, rental car, parking, and tolls.
Meals	Actual cost, or the US GSA per-diem rate for the location if the order form states a per diem.
Shipping	Shipping of books and printed materials to the venue.

Expenses are billed at cost with no markup, itemized on the final invoice, with receipts available on request. Provider will follow your written travel policy if you provide it before travel is booked. If total T&E is expected to exceed $2,500 , Provider will give you an estimate in advance. Virtual workshops carry no T&E unless shipping is required.

24. Cancellation by you. You may cancel a workshop by written notice. Charges depend on how far ahead you cancel:

Notice before Day One	Amount payable
30 days or more	Deposit refunded
15–29 days	Deposit retained
14 days or fewer	100% of the workshop fee

In every case, you also reimburse non-refundable travel costs Provider has already incurred.

25. Rescheduling. You may reschedule once at no charge with at least 30 days' notice, to dates within six (6) months of the original. Later requests are treated as a cancellation and new booking. If Provider must reschedule because of illness, emergency, or a force majeure event, Provider will offer new dates promptly; if none suit you, Provider will refund amounts paid for that workshop. Provider is not responsible for your non-refundable costs, such as venue or participant travel.

26. Your responsibilities. For on-site workshops, you will provide a suitable room with movable seating, a projector or screen, a whiteboard or flip charts, Wi-Fi, and refreshments for participants. You will make sure Licensed Participants attend and complete any pre-work. For virtual workshops, you will provide or approve the video platform and make sure participants can join with camera and microphone.

27. Recordings. The program includes recorded role plays of participants (for example, the Day One and Day Five comparison). These recordings are made with your devices or accounts, belong to you, and are your responsibility to manage under your own policies and applicable law, including obtaining participant consent. Provider does not retain copies after the workshop. You may not record Provider's facilitation, in audio or video, without Provider's written consent.

28. Workshop Materials. Participants may keep their workbooks and books. The Materials used in the workshop are licensed under Part A and Part B on the same terms as a commercial Team Kit, for the participants who attended.

29. Use beyond attendees. You may not hire another trainer, or use your internal staff, to deliver the Materials to people outside the participants who attended, unless you buy a Team Kit or enterprise license that covers them.

30. Photos and testimonials. Provider will not use your company name, logo, or participant names or images in marketing without your written permission.