

## TERMS AND CONDITIONS OF USE FOR THE 1:1 Coaching

This Terms and Conditions of Use Agreement (“Agreement”) is a legally binding agreement between you (“you” “your” “customer” “client” “user” or “users”) and SELF COMPASSION LLC (“us” “we” “our” “Owner” “Company”). This Agreement sets forth the terms and conditions for your use of the 1:1 Coaching (“Product”). This Agreement is between you and the Owner only, and not with any other person or entity. The Owner is solely responsible for the services, content and materials provided through the Product. You acknowledge and agree to be bound by the terms of this Agreement.

This Agreement shall become effective between you and the Owner by clicking “Complete Order” “Purchase” or any other phrase on the purchase button, entering your credit card information or other billing method (either in full or partial payment) and may only be terminated for the reasons set forth below.

### DISCLAIMER AND LIMITATION OF LIABILITY

Nothing in this Agreement shall be construed as a promise or guarantee from using the Product. The Owner makes no such promises or guarantees. By purchasing the Product, you acknowledge and agree to accept any and all risk associated with and arising out of your use of the Product, whether foreseeable or unforeseeable. You agree that the Owner will not be liable for any damages resulting from any delay or denial in the use of the Product, any errors or system failures in the use of the Product, any other failure of performance of any kind, or any use or misuse of the Product and is at your own risk. In no event shall the Owner be liable for any indirect, direct, special, punitive, exemplary, or consequential damages arising out of your use of the Product. If no exclusion or limitation of liability is allowed, our liability is limited to the fullest extent permitted by law, and in no event shall our cumulative liability to you exceed the purchase price of the Product.

Your use of the Product is at your own risk and is for educational purposes only. You acknowledge and agree that the Owner is not responsible for your success or lack thereof for you individually or in your business.

No professional-client relationship has been formed between us by your purchase or use of the Product. It is your responsibility to do your own research, consult, and obtain a professional for your medical, legal, financial, health, or other help that you may need for your situation.

Income statements (or statements about scaling a business) may be reported by the Owner but it is an estimate of possible earnings and is not a guarantee that you will have the same results. You acknowledge and agree that the Owner cannot guarantee your future results or success, financial or otherwise. Your success is based on your own actions and not on the Product. You acknowledge and agree that the Owner is not liable for the success or lack thereof of your business.

Statements made regarding improving your relationships, careers, or life does not guarantee you will have these results. Your success is based on your own actions and not on the Product. You acknowledge and agree that the Owner is not liable for your success or lack thereof.

The Product is not meant to be a complete solution for any situation and does not make any such promises or guarantees. It is your responsibility to obtain a professional if necessary for your situation and the Owner is not responsible for any outcome.

## PRODUCT ACCESS

This Product may be transmitted by the Owner through a third-party platform. The Owner reserves the right to substitute service at any time, provided that it is of a comparable nature and value and it is reasonable for the Owner to do so as determined by the Owner. Access is presently available to the Product through WIX. The Owner is not liable for any limitation of access to the Product caused by a third-party platform. Your purchase of the Product gives you access for 1 year from purchase date.

## INTELLECTUAL PROPERTY - LICENSE AND RESTRICTIONS

The Product contains intellectual property that belongs to the Owner. All rights reserved. Purchase of the Product grants to you a limited, revocable, non-exclusive, non-transferable license to use the Product for the individual purposes intended. This does not grant you a license to sell, rent, copy, share or otherwise transmit or disseminate the Product or any materials provided in connection with the Product, with anyone else for commercial or non-commercial use. Any content from the Product shall not be reproduced, republished, uploaded, posted, transmitted, distributed or publicly displayed in any manner without written permission from the Owner.

Any violation by you of the license provisions contained herein may result in immediate termination of your license to use the Product, and your access to use will be revoked. Violating this license may result in charges to you from the Owner for the license you sold, shared or otherwise transmitted. We reserve the right, title and interest not expressly granted under this license to the fullest extent permitted under applicable laws.

You acknowledge that the intellectual property contained in the Product is the property of the Owner and may be protected by applicable copyright and other intellectual property laws and subject to use restriction under those laws. The Product may contain trademarks, service marks, graphics and logos that are the property of the Owner. Your purchase does not grant you license to use such.

You acknowledge and agree that if there is any intellectual property in the Product that is from a third-party, your use of the Product does not give you ownership rights or license to use such.

## PAYMENT POLICY

You agree and authorize the Owner to charge your designated payment type (credit card or other billing method) for the full purchase price of the Product.

You agree to not make any chargebacks to the Owner's account or cancel your credit card or billing method used without prior written consent of the Owner. In the event a chargeback or merchant dispute is

commenced by you with your financial institution for the services received under which payment was owed and you are successful in recovering these funds, the Owner will provide this contract to the financial institution as well as evidence of your receipt of services.

You agree to pay for any fees associated with the Owner having to recover payments, including but not limited to, collection fees and attorneys' fees. The Owner reserves the right to report any chargeback incident to credit reporting agencies as a delinquent account.

#### REFUND POLICY

Due to the digital nature of the product and the services included in the Product such as COACHING SESSIONS the Product, including all services, are non-refundable once coaching or consulting services have been rendered. If you purchased the Product in full and are not completely satisfied, you may request a refund only for the sessions not yet rendered.

#### PROHIBITED USE

You acknowledge that the Product is to be used for the purposes intended above and not for any unlawful purpose or any purpose prohibited by the terms of this Agreement. The Owner reserves the right to terminate your access to the Product without notice if your use has not been in accordance with the terms of this Agreement.

The Product is intended solely for users who are eighteen (18) years of age or older. Your purchase and use of this product is your representation that you are at least 18 years of age.

#### INDEMNIFICATION

You acknowledge and agree to indemnify and hold the Owner harmless, including costs and attorneys' fees, from any claim or demand made against you due to or arising out of your use of the Product or your violation of this Agreement; any infringement of third party rights by you arising out of your use of the Product, such as any intellectual property or other rights of any person or entity arising out of or related to any products or services purchased by you in connection with the Product or offered by a third party through the Product.

#### NO WARRANTY

The Product is provided "as is" and without any warranty of any kind, express or implied. The Owner does not warrant or represent that the Product to always be complete, free from errors or omissions, accurate, or up-to-date at all times.

## SEVERABILITY

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in full force and effect.

## WAIVER

You acknowledge and agree that the failure of the Owner to enforce any provision of this Agreement shall not be deemed a waiver of the Owner's rights under this Agreement to subsequently enforce any provision of this Agreement.

## GOVERNING LAW

If any dispute arises out of or related to a claimed breach of this Agreement or any other disagreement of any nature, type or description, such dispute shall be resolved by binding arbitration by a single arbitrator in New York, in the County of Suffolk County, and administered by JAMS pursuant to its Comprehensive Arbitration Rules and procedures or any other Arbitration procedure agreed upon by the parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Both parties agree that prior to arbitration, both parties will make a good faith effort to resolve the dispute without the necessity of outside intervention. You further agree and acknowledge that in order to be considered "a good faith effort," you must give the Owner written notice of any dispute.

## ENTIRE AGREEMENT

You acknowledge and agree that this Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.