

Hailey Rowe

TERMS AND CONDITIONS

AGREEMENT BETWEEN:

Hailey Rowe (Coach) and Client (Purchaser).

DESCRIPTION:

Coach works with Client in a membership setting to inspire and support them in achieving their goals, realizing their potential, and taking their business, & mind to the next level.

Client agrees to submit investment of \$197 per month, or Annual Investment of \$2,200 to get...

- 1 Small Group Monthly Coaching Call
- Recorded Access to the Monthly Coaching Call
- 1 Online Lesson per month with related materials (Workbooks, templates, videos, etc.)
- Private Accountability Group with other Membership members

Client will automatically be charged each month the \$197 membership fee unless cancelled. Client must give 2-weeks notice before the next membership charge to be able to cancel for the upcoming new month. Client will not get a refund for past months/calls provided. Client on a monthly membership payment plan may upgrade to a year subscription at any time.

RESPONSIBILITIES:

- Client is responsible for creating and implementing his/her own decisions, choices, actions and results. As such, the Client agrees that the Coach is not and will not be liable for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands that coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.
- Client understands that coaching is not to be used as a substitute for professional advice by legal, mental, medical or other qualified professionals and will seek independent professional guidance for such matters. If Client is currently under the care of a mental health professional, Coach will recommend that Client inform the mental health care provider.
- Client agrees to communicate honestly, be open to feedback and assistance and create the time and energy to participate in the program.

FEES:

- Client agrees to pay fee to Hailey Rowe International, LLC. according to the payment set forth on Company's website, or otherwise provided to Client. See description section above for the payment details.

- If Client fails to make payment in a timely manner in accordance with these Terms & Conditions or voluntarily decides to withdraw from our Programs, Products or Services at any time or for any reason whatsoever, Client still will remain fully responsible for the full cost of the Programs, Products and/or Services. Full investment must be submitted within the duration of the program.
- Payment is accepted via Chase Quickpay (Quickpay user email: hailey@rowe.coach@gmail.com; cell: 847-204-8235), Stripe, or check.
- Client will automatically be charged each month the \$197 membership fee unless cancelling. Client must give 2-weeks notice before the next membership charge to be able to cancel for the upcoming new month. Client will not get a refund for past months/calls provided. Client on monthly membership payment plan may upgrade to a year subscription at any time.

REFUNDS:

Upon execution of this Agreement, Client agrees to pay Coach (Hailey Rowe International LLC) the full amount of the Fee.

This contract will commence on the day you sign this agreement. If you choose to terminate this contract early, the balance remaining will be required and paid in full.

If Client cancels attendance at, or participation in, the sessions before they are complete, or with less than 24-hours notice, Client will not be entitled to receive a refund.

If Coach is unable to render a portion of the Program as agreed and no suitable rescheduling is able to be arranged, then a refund of that portion of the package will be made to the client.

If a Client makes a deposit to begin coaching at a later date & later decides they do not wish to continue with coaching after deposit is made, there will be no refunds on that deposit & the remaining balance will be required to be paid in full.

Client cannot report this purchase as fraud since Client understands they are signing up for a service & Coach agrees to deliver services.

PROCEDURES:

A 1x per month Group coaching call will take place via Zoom.

Client may submit questions in advance via private accountability Facebook Group.

If the Coach feels that more time & conversation is needed to handle the questions in a way that will benefit the Client, Coach may suggest that you book an additional paid session. This is not commonly needed.

Client will get a recording of the coaching call after the session. Client understands that group calls are recorded and reused in the online learning platform for all group members to see.

CONFIDENTIALITY:

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound to confidentiality but is not considered a legally confidential relationship (like in Medicine or Law).

The Coach agrees not to disclose any information pertaining to the Client without the Client's consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential information does not include information that:

- (a) was in the Coach's possession prior to its being furnished by the Client
- (b) is generally known to the public or in the Client's industry
- (c) is obtained by the Coach from a third party, without breach of any obligation to the Client
- (d) is independently developed by the Coach without use of or reference to the Client's confidential information
- (e) that the Coach is required by law to disclose.

LIMITED LIABILITY:

Except as expressly provided in this agreement, the Coach makes no guarantees or warranties, express or implied. In no event will the Coach be liable to the Client for consequential or special damages. Notwithstanding any damages that the Client may incur, the Coach's entire liability under this agreement, and the Client's exclusive remedy, will be limited to the amount paid by the Client to the Coach under this agreement for all services rendered up until the termination date.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

If a dispute arises out of this agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 30 days after notice is given. If the dispute is not resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

NO RESALE OF SERVICES PERMITTED:

1. Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including coaching materials), use of the Program, or access to the Program.
2. This agreement is not transferable or assignable without the Company's prior written consent, where such consent may be withheld at the Company's absolute discretion.

NO TRANSFER OF INTELLECTUAL PROPERTY:

1. Company's original materials shall be provided to the Client for his/her individual use only and with a single-user, non-transferable, revocable license.
2. Client agrees that he/she will not use any of the Company's written materials including without limitation the Company's copyrighted and original materials, for Client's business purposes.
3. Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company.
4. All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company.
5. No license to sell or distribute Company's materials is granted or implied by the enrollment or by the payment of any fees.

LIMITATION OF LIABILITY:

1. By enrolling in the Program and using Company's services, Client releases Company, its officers, employees, directors, affiliates and related entities from any and all damages that may result from the provision of the services to the Client.
2. The Program is an educational/coaching service only.
3. Client agrees that he/she accepts any and all risks, foreseeable or unforeseeable, arising from such services.
4. In any event, if Company is found to be liable, Company's liability to the Client or to any third party is limited to the lesser of the total fees Client paid to Company in the one month prior to the action giving rise to the liability
5. All claims against the Company must be lodged within 100 days of the date of the cause of action arising or otherwise the right of action is forfeited.
6. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from the provision of the services including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in coaching.
7. Client agrees that he/she uses Company's services at Client's own risk.

DISCLAIMER OF GUARANTEE:

1. Client accepts and agrees that she/he is entirely and solely responsible for her/his progress and results from coaching.
2. Client accepts and agrees that Company cannot control the Client's responses to the provision of the services under this Agreement.
3. Company makes no representations or guarantees whatsoever regarding performance of this Agreement other than those specifically stated herein.
4. Company and its affiliates disclaim the implied warranties of title, merchantability, and fitness for a particular purpose.
5. Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same or similar results.

Non-Disparagement

Subject to applicable law, each of the Parties agree that they shall not in any way publicly disparage, call into disrepute, or otherwise defame or slander the other Parties, Parties' other clients, employees, or any of their products or services, in any manner that would damage the business or reputation of such other Parties.

Confidentiality

Client agrees not to reveal to any confidential information of any nature concerning the Coach or its business, or anything connected therewith.

Thank you!

Please sign this Client Agreement prior to the first scheduled coaching meeting. Retain one copy for your records.

NAME OF CLIENT:

SIGNATURE:

DATE:

NAME OF COACH: Hailey Rowe



SIGNATURE: