

**LEADERSHIP COACHING LLC  
D/B/A KRIS PLACHY COACHING GROUP  
HOW TO CEO GROUP COACHING  
TERMS AND CONDITIONS OF USE**

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Leadership Coaching LLC digital or downloadable resources, online course, one-on-one or group coaching, class, program, workshop, or training, or enter any online private forums, such as Slack, operated by Leadership Coaching LLC (for any purpose), whether on a website hosted by Leadership Coaching LLC or a third-party website such as an online course platform or Slack.com (collectively “**the Program**”).

If you do not agree with these TOU, you may not use the Program.

As used in these TOU, the term “**Releasees**” is defined to include the following: (i) Leadership Coaching LLC its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “**the Company**”); (ii) any Company volunteers; (iii) Kris Plachy; (iv) Michelle P. Arant; and (v) Camille Broussard Wise.

### **1. The Program**

As part of the Program, you will receive the services outlined on the web page where you register.

### **2. Participants**

To participate in the Program, you must be, throughout the entire Program:

- A female entrepreneur (meaning you identify as female) leading your own business
- At least eighteen (18) years of age,
- Managing at least one (1) team member, and
- Must have a proven business model that is generating revenue.

By accepting these TOU and participating in the Program, you represent and warrant that you meet all of these criteria. This Program is intended and only suitable for individuals aged eighteen (18) and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

### 3. Payment

- a. **How to CEO for Female Entrepreneurs**: This Program offers a pay-in-full or payment plan option, as outlined below.

**Pay-In-Full**: Upon registering for the Program, you agree to pay the one-time immediate payment of Four Thousand Nine Hundred Ninety-Seven Dollars (\$4,997.00). Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seven (7) days from your initial payment.

**Payment Plan Option**: You agree to pay two (2) equal payments of Two Thousand Five Hundred Ninety-Seven Dollars (\$2,597.00), for a total fee of Five Thousand Dollars (\$5,194.00). Upon registering for this Program, your first payment of \$2,597.00 will be due followed by one (1) monthly payment of (\$2,597.00). The recurring monthly payment of \$2,597.00 will automatically be charged to your card thirty (30) days after your initial payment at checkout. Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seven (7) days from your initial payment.

- b. **How to CEO Lab**: This Program is a year commitment and offers an annual or quarterly payment option, as outlined below.

**6-Month Payment Option**: Upon registering for the Program, you agree to pay a one-time immediate payment of Four Thousand, Five Hundred Dollars (\$4,500.00) for access to the Program for two (2) quarters. Recurring 6-month payments will be charged to your card on the same day, every six months after you join and will continue until you cancel. Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seventy-two (72) business hours prior to the renewal date.

**Quarterly Payment Option**: Upon registering for this Program, your first payment of Twenty-Five Hundred Dollars (\$2,500.00) will be due for access to the Program for one (1) quarter, followed by recurring quarterly payments of Twenty-Five Hundred Dollars (\$2,500.00) for access to the Program for that quarter. The payments will be collected automatically on a quarterly basis (if, for example, you join on June 30, your card will be charged again on September 30, and again on December 30 and so on) and will continue until you cancel. Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seventy-two (72) business hours prior to the quarterly renewal date.

- c. **Live One-Time Workshop**: Upon registering for the Program, you agree to pay the fees and payment schedule selected at checkout. Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) within twenty-four (24) hours of registration. If within this twenty-four (24) hour period you attend the Program or the course materials have been released by the Company, then no refund will be granted.

If payment is not received by the date due, you will have a seven (7) day grace period to make the payment, otherwise the Program will not continue, and we reserve the right to terminate your

access to the Program and all Content (defined below in Section 5) immediately and permanently.

If you fail to make any payment in a timely manner or voluntarily withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program and all payments in any payment plan you have chosen. The Company reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

#### 4. Refunds

Your satisfaction with the Program is important to us. The refund policies for each Program are outlined below.

**a. How to CEO for Female Entrepreneurs Program:** In order to receive a refund for this Program, you must email [hello@krisplachy.com](mailto:hello@krisplachy.com) within seven (7) days of the date of your initial payment of the program to request a refund. All refund requests are considered on a case-by-case basis and are in the Company's sole and absolute discretion. Refunds are not guaranteed. After day seven (7) of the above-mentioned refund period, all payments will be considered non-refundable and you are responsible for full payment of the fees for the Program.

**b. How to CEO Lab:** Because of the extensive time, effort, preparation and care that goes into creating and providing this Program, we have a no refund policy. Unless otherwise provided by law, you acknowledge that the Company does not offer refunds for any portion of your payment for any portion of this Program and no refunds will be provided to you at any time. By using and/or purchasing this Program, you understand and agree that all sales are final, and no refunds will be provided.

**c. Live One-Time Workshops:** In order to receive a refund for this Program, you must email [hello@krisplachy.com](mailto:hello@krisplachy.com) within twenty-four (24) hours of registration to request a refund. All refund requests are considered on a case-by-case basis and are in the Company's sole and absolute discretion. If within this twenty-four (24) hour period you attend the Program or the course materials have been released by the Company, then no refund will be granted. Refunds are not guaranteed. After twenty-four (24) hours of the above-mentioned refund period, all payments will be considered non-refundable and you are responsible for full payment of the fees for the Program.

Upon determining that you are entitled to a refund pursuant to these policies, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

All licenses regarding the Content (defined below in Section 5) provided under these TOU will immediately terminate upon the Company's granting of a refund. You shall immediately cease using the Content and shall destroy all copies of the information provided to you, including

without limitation: video recordings, audio recordings, forms, template documents, worksheets, slide shows, membership areas, social media groups limited to Program participants and other resources.

Company reserves the right, in its sole discretion, to determine how to discipline a participant who violates these TOU. Therefore, if a participant disagrees with how the Company disciplines another participant and requests a refund, the Company will deny such request.

Furthermore, if a participant violates these TOU, the Company reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these TOU. If a participant disagrees with the Company offering another participant a second opportunity to follow these TOU, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these TOU, the Company may terminate your access and participation in the Program without notice and without refund.

Since we have a clear and explicit Refund Policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

## **5. How to CEO for Female Entrepreneurs Referral Program**

The Company uses a referral program called the Catalyst Program. Only previous and current members of the How to CEO for Female Entrepreneurs Program are eligible to participate. For every individual that a participant refers to the Company first (meaning before another participant) and successfully enrolls in the Program, the Company will pay the participant a referral fee of Five Hundred Dollars (\$500.00) ("Referral Fee"). Referrals must be submitted upon enrolling for the Program by completing the "Referred By" field on the checkout page. Referral Fees are paid to participants via PayPal after the expiration of the refund policy period and within a month after the Program begins. Company does not limit the number of referrals a participant may submit.

## **6. Intellectual Property Rights**

### **a. Ownership of the Content**

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing (“the Content”) is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

#### **b. The Company’s Limited License to You**

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-exclusive, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only. The Program and Content are intended for your personal development. The Program and Content are not to be used as a resource for your business and cannot be shared with your employees or team members. The tools and skills learned through your participation in the Program can be implemented in your business in practice; however, the Program and its Content and materials cannot be shared in any way.

Participants enrolled in the How to CEO for Female Entrepreneurs Program are granted lifetime access to that Program, for the life of that Program only. This means you will have access to that Program and Content, provided the Company, in its sole discretion, has determined that you are in good standing, for as long as the Company continues to host and provide access to the Program and Content you have purchased.

Participants enrolled in the How to CEO Lab Program are granted access to that Program as long as you are enrolled. This means that you will have access to that Program Content, provided the Company, in its sole discretion, has determined that you are in good standing, for as long as you are a member. Upon cancelling your annual renewal, you will lose access to Program Content.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement and will result in immediate termination in the Program with no refund.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these TOU or any express written license, are reserved by us.

#### **c. Unauthorized Use**

Your use of any materials found in the Program or Content other than that expressly authorized in these TOU or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of Five Thousand Dollars (\$5,000.00), whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damage charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

#### **d. Your License to the Company; Use in Testimonials and Marketing.**

By posting or submitting any material during the Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials, and you are at least eighteen (18) years old. You are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of the Company’s current or future Program and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company’s sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the

right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

This means you give the Company permission to use anything you submit or post in the Program or any third-party forum or website operated by the Company, or anything captured by the Company during your participation in the Program, including images in which your face is visible and recognizable.

#### **e. Request for Permission to Use the Content**

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com).

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content

### **7. Coach-Client Relationship**

The coaching relationship is co-creative, meaning that the coaches and you are equal partners in the coaching process.

#### **a. Your Coaches' Responsibilities**

- Your coaches are trained to use communication skills and coaching tools to support you as an equal partner throughout the coaching process.
- Your coaches will provide individual guidance to group participants based on information provided to the coaches.
- Your coaches will answer questions on group calls or via email at [hello@krisplachy.com](mailto:hello@krisplachy.com).

#### **b. Your Responsibilities**

- You agree to complete all tasks assigned during the Program, including but not limited to watching or listening to videos, completing worksheets and assignments, and attending coaching sessions.
- You agree that your relationship with the Company is that of a coach-client relationship and that no other professional relationship has been established.

- You agree that the coaching is not to be used as a substitute for professional advice of any kind, including medical, mental or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

## **8. Your Conduct**

The Program is a “pitch free zone.” You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, “shadow” groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup or seminar, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as certification programs for female entrepreneurs, coaching services, consulting services or other products or services to Program participants, unless you are authorized or requested to do so by the Company.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company’s website or in any third-party forums operated by the Company may become public.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company’s website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene, pornographic, sexually explicit or violent, or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to other participants
- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software



- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Using any Company website or private membership forum or third-party forums operated by Company, to take pictures and/or screenshots of comments, posts, pictures, materials or any other content posted and/or shared by Company and/ or Participants without receiving their advance permission
- Sharing any private and proprietary information, screen shots, comments, posts, pictures, materials or any other content posted and/or shared from other participants, with the public or with anyone who is not a participant on or in any Company website, private membership or third-party forums operated by Company.
- Recording and/or transcribing any recordings or live calls without express permission from Company.
- Infringing on any third party's copyright or other intellectual property rights
- Using discriminatory speech, hate speech, comments or actions against another participant based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels

If, in the Company's sole discretion, your conduct violates these TOU in any way, you agree that the Company may immediately and permanently terminate your participation in the Program and your access to the Content without refund.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

## **8. Community Guidelines**

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within Company's community is the baseline expectation that all participants will treat one another with respect while bringing encouragement and consideration to all participants.

The Company's community guidelines are as follows:

- The Company's Program promotes diversity amongst its participants. Therefore, the Company encourages all participants to connect with one another and to learn about one another's background, interests, hobbies and points of view. The Company does not tolerate nor support any participant's discriminatory speech, hate speech, comments, or actions against another participant based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels.
- The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within the Program. Therefore, Company shall not be held liable for any participant's comments, actions, posts, content or materials that result in another participant's trauma or discomfort.
- The Company has created a safe space for all participants to feel seen, respected and heard. Company encourages participants to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each participant must demonstrate respect towards one another.
- Participants should support each other with words of encouragement, resources or suggestions, while respecting each participant's boundaries.

We may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules and they are expressly incorporated into these TOU.

## **9. Confidentiality and Nondisclosure**

Company is not legally bound to keep your information confidential. Nevertheless, the Company agrees to keep all information you share in the Program and through the coaching relationship confidential except when disclosure is required by law, for example if a court issues a subpoena for the file or information, or if you threaten to harm yourself or others. You acknowledge that your communications with the Company are not covered by any doctor-patient privilege or other privilege.

Confidential information does not include information that:

- (a) was in the Company's possession prior to your participation in the Program;

- (b) is generally known to the public or in your circle of friends and family and co-workers; or
- (c) the Company may be required by law to disclose.

You may only use your real, actual name for your participation in the Program and on public posts on the Company's website and in third-party forums operated by the Company. Therefore, you may not use a screen name or pseudonym instead of your actual name.

You agree that the Company shall not be liable for the disclosure of any of your information by another Program participant. You agree to keep all information you learn about other Program participants, their businesses (including their intellectual property), or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

You agree to keep all information or material that has or could have commercial value or other utility in the business in which the Company is engaged, which is not generally known to the public, confidential except in very rare circumstances where disclosure is required by law. This nondisclosure provision shall survive the termination of these TOU.

The Company may record coaching calls and share them in the Program, on the Company's website, or on third-party forums operated by the Company.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private participant areas of the Company's website, or any third-party forums operated by the Company. If the Company discovers you have done so, this will be grounds for immediate termination of your access to the Program and Content.

## **10. Username and Password**

To access certain features of the Program, including any private membership areas, you may need a username and password. It is your responsibility to inform the Company before the Program start date if you do not receive an email containing your password to access the Program. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

## **11. Live or In-Person Events**

If you participate in any live or in-person event as part of the Program, you agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by the Company through its employees, representatives or agents, and to abide by any decision of any

Company staff or volunteers, or Company vendors or contractors, regarding your ability to safely participate in the Program. You agree to exhibit appropriate behavior at all times and to obey all local, state and federal civil and criminal laws while participating in the Program. This includes, generally, respect for other people, equipment, facilities or property. The Company may dismiss you, without refund, if your behavior endangers the safety of or negatively affects the Program or any person, facility or property.

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as Company, volunteers or medical professionals may deem appropriate. These TOU extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

If you choose to consume alcoholic beverages during any part of the Program, you must do so responsibly and only if you are over the age of twenty-one (21).

The Company is not responsible for any personal item or property that is lost, damaged or stolen at or during the Program.

## **12. Termination or Cancellation**

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. The Company may terminate your participation in the Program at any time, without refund, if you breach any part of these TOU. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

The cancellation policies for each program are outlined below.

**a. How to CEO for Female Entrepreneurs:** Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seven (7) days from your initial payment in order for the Company to consider a request to refund your payment. Cancellation requests made after seven (7) days from your initial payment will not result in a refund of your payment and if you selected the payment plan option, you will remain responsible for the entire total payment. Following cancellation, your access to the Program materials and Content will continue through the time that you paid for.

**b. How to CEO Lab:** Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than seventy-two (72) hours prior to the renewal date. Cancellation requests made after this time period may not be accepted. Following cancellation, your access to the Program materials and Content will continue through the time that you paid for.

**c. Live One-Time Workshop:** Requests to cancel must be submitted by sending an email to [hello@krisplachy.com](mailto:hello@krisplachy.com) no later than twenty-four (24) hours from registration in order for

the Company to consider issuing a refund as outlined in Section 4 above. Company will not consider issuing a refund for cancellations submitted after this time period. Following cancellation, your access to the Program materials and Content will continue through the time that you paid for.

In the event you decide to cancel, any remaining, default, or late payments will be due immediately.

### **13. Personal Responsibility, Assumption of Risk, Release, Disclaimers**

- a.** You are voluntarily participating in the Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.
- b.** You are participating in this program as a student and/or client. You do not intend to use the techniques, methods, sources, tools, processes and procedures, approaches or philosophies from the Program in your own business in order to sell them as your own ideas. You agree to abide by the intellectual property rights outlined in this TOU and will not use any element of this Program for your own, or your business's, financial gain, social media presence and/or content.
- c.** Your participation in the Program does not establish a business advisor-client relationship of any kind between you, the Company, or anyone providing membership services on behalf of the Company.
- d.** The Program and Content provide information and education only, and do not provide any financial or legal services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.
- e.** You agree that you will not use coaching as a way of diagnosing or treating mental disorders as defined by the American Psychiatric Association. If you are in therapy or under the care of a mental health professional, you will notify and consult with the mental health care provider regarding your decision whether to work with a coach.
- f.** You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all

liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

- g. Earnings and Results Disclaimer:** You agree that Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.
- h.** Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- i.** The Company is not responsible or liable for participants of the Program infringing on another other participant's intellectual property, content or materials.
- j.** The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.
- k.** Program materials and CEO kits are not able to be shipped overseas. The Company will not reimburse for additional shipping charges or duties for packages delivered to Canada.
- l.** THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY'S WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- m. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

#### **14. Security**

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with Company are done at your own risk.

#### **15. Legal Disputes**

These TOU shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws principles. The state and federal court nearest to El Dorado Hills, California shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Company's Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

#### **16. Users Outside United States**

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

#### **17. Indemnification**

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

### **18. Force Majeure**

The Company shall not be deemed in breach of this TOU if the Company is unable to complete or provide all of the Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to Client of its inability to perform or of delay in completing or providing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations or may terminate this TOU.

### **19. General Provisions.**

This TOU may only be modified by agreement of both parties in writing. If any provision of this TOU is held invalid or unenforceable, the remainder of this TOU will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

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

The Company may change, modify or update these TOU at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these TOU, contact [hello@krisplachy.com](mailto:hello@krisplachy.com).

**Updated on 10/01/2022**