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You are responsible for paying for the Course in full and for providing Coach with a valid credit card or other payment method. If the payment is declined, returned or deemed fraudulent, your access to the Course will be terminated until all payments are made in full. If you enrolled through the payment plan and you miss a payment, your access to the Course will be suspended until you provide a valid credit card or other payment method. Multiple missed payments may result in termination of your access to the Course unless all remaining payments are made in full.

## **REFUNDS**

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## **CONFIDENTIALITY**

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Coach may collect domain information and “cookies” (small files saved on your hard drive by your web browser) to analyze website and advertisement performance, track user patterns, save information from your previous visits and customize your experience.

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Any third party links to products or services are subject to separate privacy policies. Coach is not responsible for or liable for any content on or actions taken by such third party websites.

This Course is targeted and intended for persons over the age of 13. Coach does not knowingly collect information from anyone under 13 years of age.

## **FORBIDDEN ACTIVITIES**

You are strictly forbidden from the following:

- Causing damage to the Course website or private membership site
- Using the Course website or private membership site for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using the Course website or private membership site to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using the Course website or private membership site to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from the Course website or private membership site
- Sharing private, copyrighted and proprietary information from the Course with anyone else or otherwise sharing your username and/or password

## **NO INDIVIDUAL COACHING**

The Course does not include individual coaching. It is a self-study course only. Participating in the Course does not create an individual coaching relationship.

## **PRIVATE FACEBOOK GROUP**

Every term and condition of this Agreement equally applies to any activities in the private Facebook group created for members of the Course (the “Group”). The Group is a complimentary bonus and subject to Facebook terms and conditions. Coach does not have authority or control over Facebook and cannot predict any changes or rules to Facebook. Coach is not liable for the Group being made available to you or your rights to access Facebook. Additionally, Coach may institute community rules and guidelines for the Group with which you agree to comply.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Coach and her agents and contractors harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

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## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of laws. The state and federal courts located in Alameda County, California shall have exclusive jurisdiction over any case or controversy arising from or relating to the Course. You hereby submit to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defense of forum non conveniens.

## **CONSTRUCTION OF AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of Coach to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.