

Terms of Service

By Accessing Simply Natural Coaching, you (the Client) agree to be bound by the terms of this agreement.

THIS SERVICE AGREEMENT is made between Amy Rybicki (“Coach”) and the client (“Client”).

WHEREAS, Client desires to receive certain consulting services from Coach, and Coach desires to provide such services on the terms and conditions set forth herein.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, Client and Coach hereby agree as follows:

1. Description of Services.

Coach agrees to develop and provide the services set forth in this agreement.

2. Delivery of Work.

Coach and Client agree that the Services shall be provided on such dates and at such locations as the parties hereto in good faith mutually agree to.

3. Methodology.

In providing the Services, Coach will employ a range of methodologies to suit Client’s personal values and style. Client agrees to be open minded and partake in methods proposed. Client understands that Coach makes no guarantees as to the outcome of the Services, and Client hereby acknowledges that Coach is not an employment agent, business manager, financial analyst or psychotherapist.

4. Credit Card Authorization (if applicable).

Client acknowledges that Coach, in consideration for the Services, will charge the credit card chosen by Client on the dates and for the amounts specified by Coach.

5. Compensation (if applicable)

Client agrees to compensate Coach according to the payment schedule as offered by coach. The parties hereto agree that Client's failure to make or permit payments will cause irreparable harm to Coach for which damages would be difficult, if not impossible, to measure, including expenses incurred in connection with losses resulting from any delay. Accordingly, as liquidated damages for losses reasonably expected to be incurred (and not as a penalty) Coach shall charge a 5% (five percent) late penalty to all balances that are not paid when due.

6. Refunds.

Upon execution of this Agreement, Client shall be responsible for the payment amounts, on the payment dates, as offered by Coach. If Client cancels any Service for any reason whatsoever, Client shall not be entitled to a refund.

7. Chargebacks and Payment Security.

To the extent that Client provides Coach with credit card information for payment on Client's account, Coach shall be authorized to charge Client's credit card(s) for any unpaid charges. If Client uses a multiple payment plan to make payments to Coach, Coach shall be authorized to make all charges at the time they are due and is not required to seek separate authorization to do so. Client hereby agrees not to make any chargebacks to Coach's account. Client further agrees it shall not cancel the credit card provided as security without concurrent notice to Coach at the time such credit card is cancelled and the furnishing of replacement credit card information. Client is responsible for any fees associated with

recouping payment on chargebacks and any other fees in connection with Coach's collection of payment hereunder.

8. Failed Payments.

In the event Client fails to make any of the payments within the time prescribed, Coach has the right to immediately cease all work until payment in full is paid. In addition, should payment fail to be made within 30 days of the due date, in addition to all other amounts due hereunder, interest on the unpaid balance will accrue at a rate of 1% per month.

9. No Transfer of Intellectual Property.

Coach's copyrighted and original materials shall be provided to the Client for Client's individual use only. Client shall not be authorized to use any of Coach's intellectual property for Client's business purposes. All intellectual property, including Coach's copyrighted course materials, shall remain the sole property of Coach. No license to sell or distribute Coach's materials is granted or implied.

10. No Distribution of Services.

Client agrees not to reproduce, duplicate, copy, share, sell, distribute, trade or otherwise disseminate or exploit for any commercial purposes any portion of the Services or any other goods and services provided in connection therewith (including course materials), including but not limited to permitting any third-party access to the Services or any other goods and services provided in connection therewith (including course materials).

11. Confidentiality.

Coach has the right to use case studies of Client's situations and results or Client testimonials in future work but without making reference to Client's full identity. Client will always be contacted for approval prior to any case study or testimonial being published in which Client will be identified by full name.

12. Good Faith.

Each party hereto represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.

13. Agreement between Coach and Client.

Client agrees to not withhold any information necessary for Coach to provide the Services or that could prevent the sessions from running fluidly. Client agrees to be open, present and prepared to fully participate in receiving the Services.

14. Disclaimer of Guarantee.

CLIENT ACCEPTS AND AGREES THAT CLIENT IS 100% RESPONSIBLE FOR CLIENT'S PROGRESS AND RESULTS FROM THE SERVICES. CLIENT ACCEPTS AND AGREES THAT CLIENT IS THE ONE VITAL ELEMENT TO SUCCESS AND THAT COACH CANNOT CONTROL CLIENT. COACH MAKES NO GUARANTEE OR WARRANTY THAT THE PROGRAM WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL CLIENTS WILL ACHIEVE THE SAME RESULTS.

THE SERVICES (AS DEFINED HEREIN) AND ALL OTHER GOODS AND SERVICES PROVIDED BY COACH HEREIN ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. COACH DISCLAIMS ALL WARRANTIES, EXPRESS OR

IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT THE SERVICES (AS DEFINED HEREIN) OR ANY OTHER GOODS AND SERVICES PROVIDED BY, THROUGH OR ON BEHALF OF COACH UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT AND ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

15. Medical Disclaimer.

Client is aware that Coach does not solve medical issues nor treat disease and is therefore not a replacement for client's medical doctor, therapist or physician. If Client is presently under any form of psychiatric care, psychological therapy, specialized medical supervision or under the influence of any form of medication, Client is to inform Coach prior to working together.

16. Limitation of Liability.

BY USING COACH TO PROVIDE THE SERVICES, CLIENT ACCEPTS ANY AND ALL RISKS, FORESEEABLE OR NON-FORESEEABLE, ARISING FROM SUCH TRANSACTIONS AND CLIENT'S USE OF THE SERVICES (AS DEFINED HEREIN). IN NO EVENT WILL THE AGGREGATE LIABILITY OF COACH WITH REGARD TO THIS AGREEMENT, THE SERVICES (AS DEFINED HEREIN), OR ANY OTHER GOODS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT EXCEED THE COMPENSATION PAID BY CLIENT TO COACH UNDER THIS AGREEMENT. ALL CLAIMS AGAINST COACH MUST BE LODGED WITH THE ENTITY HAVING JURISDICTION WITHIN 100 CALANDER DAYS OF THE DATE OF THE EVENTS FIRST GIVING RISE TO THE CLAIM OR OTHERWISE BE FORFEITED FOREVER.

COACH SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE) EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Termination.

In the event that Client is in arrears of payment or otherwise in default of this agreement, all payments due hereunder for Services and other goods and services provided or to be provided by Coach to Client shall immediately become due and payable. Coach shall be allowed to immediately collect all such sums from Client and, at Coach's option, terminate providing further services to Client and/or this agreement. In the event that Client is in arrears of payments to Coach, Client shall be barred from using any of Coach's services. In addition, Coach may, at any time and without cause, terminate this agreement, at which time any and all amounts representing Services and other goods and services actually provided by Coach to Client shall immediately become due and payable.

18. Indemnification.

Client shall defend, indemnify, and hold harmless Coach and its employees, affiliates, agents, representatives, successors and assigns from and against any and all liabilities and expense whatsoever including without limitation, claims, damages, losses, judgments, awards, settlements, investigations, costs, attorney's fees, disbursements and any other liabilities which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the Services and other goods and services in connection herewith. Client hereby agrees that Coach's employees, affiliates, representatives, successors and assigns shall not be liable for any acts or omissions of Coach.

19. Miscellaneous.

Client may not assign or otherwise transfer this agreement, in whole or in part, without the prior written consent of Coach. Any attempt by Client to assign or otherwise transfer this agreement without such consent will be null and void and of no force and effect. Subject to the foregoing, this agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to conflict of law principles. All disputes arising out of this agreement will be subject to the exclusive jurisdiction and venue of courts sitting within Erie County, New York, and the parties consent to the personal and exclusive jurisdictions of these courts.

If for any reason any provision of this agreement is held to be invalid or unenforceable, that provision of this agreement will be enforced to the maximum extent permissible and the other provisions of this agreement will remain in full force and effect.

Any modification or amendment of any provision of this agreement will be effective only if in writing and signed by duly authorized representatives of the parties hereto. None of the provisions of this agreement shall be deemed to have been waived by any act or acquiescence by either party, its agents, or employees, but only by an instrument in writing signed by a duly authorized representative of such party. No waiver of any provision of this agreement shall constitute a waiver of any other provisions or of the same provision on any other occasion.

Neither party will be responsible for any failure or delay in performing any of its obligations under this agreement (other than the obligation to pay money when due) due to causes beyond its reasonable control, including but not limited to labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action. Any failure to perform

that is excused pursuant to this paragraph shall be cured as soon as is reasonably practical by the nonperforming party, but such failure shall not exceed thirty days from the date of notice of failure.

The parties are independent contractors and neither this agreement nor any provision hereof shall be deemed to create any relationship of joint venture, partnership, franchise, employment, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

This agreement contains the complete understanding and agreement of the parties hereto and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. This agreement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument.

All exhibits attached to this agreement will be deemed a part of this agreement and incorporated herein by reference. The term "agreement" refers to this Service Agreement and all of the exhibits attached hereto. Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement.