

Terms of purchase

Love Kickstart

By clicking “Buy Now”, “Purchase”, “I Agree” or any other phrase on the purchase button, entering your credit card information, paying via PayPal or otherwise enrolling, electronically, verbally, or otherwise, you (the “Client”) agree to be provided with products, programs, or services by Hay international (the “Company”) whereby Company agrees to provide educational, consulting, coaching services and/or relationship and/or love coaching (the “Product”).

Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to provide services in accordance with the product, program, digital download, ebook, and/or course (collectively known as the “Product”) as outlined on Company’s Website, Sales Page, or other point of purchase. The scope of the Product rendered by the Company pursuant to this Agreement shall be solely limited to that contained therein and/or provided for on Company’s Website.

Description of Coaching:

Coaching is partnership between the Coach and the Client in a thought-provoking and creative process that inspires the Client to maximize their potential. It is designed to facilitate the creation and development of personal, health or relationships goals and to develop and carry out a strategy for achieving those goals.

1. Coach-Client Relationship

- A. Coach agrees to maintain the ethics and standards of behavior that are in the best interest of the Client and Company.
- B. Client is solely responsible for creating and implementing her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands 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.

- C. Client acknowledges that coaching is a comprehensive process that may involve different areas of her life, including work, finances, health, relationships, education and recreation.

The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

- D. Client acknowledges that coaching does not involve the diagnosis or treatment of health, medical or mental disorders and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a health professional, it is recommended that the Client promptly inform the health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Company.
- E. Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the Program.

2. Services

The parties agree to engage in a Love Kickstart, a 90-minute Private Coaching Session through Skype, Zoom or in person meetings. Coach will be available to Client by e-mail and voicemail one week following the coaching session.

3. Schedule and Fees

This coaching Agreement is valid as of first session held. The payment is \$197 from the Client to a Company, no further fees added. The calls/meetings shall be 1 X 90 minute coaching session.

If rates change before this Agreement is valid, the prevailing rates will apply. The refund policy in effect for the term of this Agreement is as follows: No refund after payment.

If the Client selects a payment plan option, Client agrees to pay fees to the Company according to the payment schedule set forth on Company's website, or otherwise provided to Client, and the payment plan selected by the Client (the "Fee").

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, Client will be notified by e-mail and have a 3 day grace

period to make the payment following the due date. During this time, the Program will be put on hold and no Coaching Sessions will be held, including during the grace period. If no payment is made within the 3 day grace period, the Program will automatically terminate and the Client will forfeit any remaining Coaching Sessions and Program access. Payments must be received at least 24 hours prior to the first scheduled Coaching Session, otherwise, the Coaching Session is canceled and cannot be made up until payment resumes.

4. Procedure

The time of the Coaching Sessions and/or location will be determined by Coach and Client based on a mutually agreed upon time. The Company will call the Client through Skype/ Zoom for all scheduled meetings. Company will provide the Zoom link before every session.

5. Confidentiality

Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Company agrees not to disclose any information pertaining to the Client without the Client's written consent. The Company 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 Company'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 Company from a third party, without breach of any obligation to the Client;
- (d) is independently developed by the Company without use of or reference to the Client's confidential information; or
- (e) the Company is required by statute, lawfully issued subpoena, or by court order to disclose;
- (f) is disclosed to the Company and as a result of such disclosure the Company reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and

(g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Company in a timely manner.

6. Cancellation Policy

Client agrees that it is the Client's responsibility to notify the Coach 24 hours in advance of the scheduled meeting/session. Company reserves the right to bill Client for a missed session/meeting. Company will attempt to reschedule the missed meeting.

7. Record Retention Policy

The Client acknowledges that the Coach/Company has disclosed her record retention policy with respect to documents, information and data acquired or shared during the term of the Agreement between Coach/Company and Client. Such records will be maintained by the Company in a format of the Company's choice (print or digital/electronic) for a period of not less than 6 months.

8. Disclaimers

By purchasing or otherwise utilizing the Product, the Client acknowledges that the Company does not warrant the accuracy of any information provided, is not liable for any losses the Client may suffer by relying on Company's advice or information. The Company makes no representation or warranty that the information provided within the Product, regardless of its source, is accurate, complete, reliable, current or error-free. The Company disclaims all liability for any inaccuracy, error or incompleteness in the Content.

By purchasing this Product, Client acknowledges that the Company cannot guarantee the outcome of services and/or recommendations within the Product and any comments about the outcome are expressions of opinion only. The Company cannot make any guarantees other than to deliver information, education, and services purchased as described.

You acknowledge that the Company has not and does not make any representations as to the future success, strength, results or potential weight loss or gain of any kind that may be derived as a result of use of the Company's Product. Testimonials, results, or examples shown through Company's website, programs, and/or services are only examples of what may be possible. There can be no assurance as to any particular outcome based on the use of the Company's Product.

Through use of the Product, the Company may provide the Client with information relating to services and/or other products that the Company believes might benefit the Client, but

such information is not to be taken as an endorsement or recommendation. The Company is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information provided.

Client agrees to be mindful of his/her own wellbeing during the course and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

9. Intellectual Property Rights

In respect of the Product sold as part of this Agreement, the Company maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Product whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Company to the Client, nor grant any right or license other than those stated in this Agreement.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Product or intellectual property, in whole or in part without our prior written consent.

10. Good Faith

Each party 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.

11. Limited Liability

Client agrees they used Company's services at their own risk and that Product is only an educational service being provided. Except as expressly provided in this Agreement, The Company makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Company's/Coach's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Company under this Agreement for all services rendered by the Company/Coach through and including the termination date.

12. Entire Agreement

This document reflects the entire agreement between the Company and the Client, and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Company/ Coach and the Client.

13. Waiver The failure

If either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. Final Regulations

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Company agree that applicable law will be the law of Republic of Serbia and therefore agree the jurisdiction of the court with jurisdiction in Uzice, Republic of Serbia.

For anything not regulated in this Agreement the provisions of the positive regulations of the Republic of Serbia shall apply accordingly.

The eventual invalidity of any provision of this Agreement shall not affect its other provisions. The Agreement as a whole remains valid therewith the contracting parties oblige to replace the invalid contractual provision with a valid one which will, to the greatest extent possible, enable the attainment of the objective intended by a provision found to be invalid.

This Agreement shall be binding upon the parties and contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.