



## ***THE BOY MOM ACADEMY***

### ***Terms and Conditions***

“The Company” and “The Coach” in this agreement refers to any of the following: Rachel Sklar, Sklar Parenting, ViaParenting, and/or The Boy Mom Method, Inc.

“The Client” or “The Parent” refers to you, the paying customer.

1. Program: “The Boy Mom Academy” is a self-paced course that gives parents a comprehensive overview of The Boy Mom Method through multiple training modules and limited-time access to Rachel and The Boy Mom Method Team via at least weekly live Q&A sessions and a moderated online community.

2. Start Date and End Date: Your start date for this program is the date you make your first payment. Your end date depends on your payment plan as follows:

- **3 Month Program Length and Extension Policy**: For members who enroll in the 3-month program, access to The Boy Mom Academy is included for three full months from the start date. Members who pay in full for 3 months will have the option to extend their participation. Members who pay monthly will be billed monthly until they request to cancel by emailing Rachel at [rachel@sklarparenting.com](mailto:rachel@sklarparenting.com).
- **12 Month Program Length and Extension Policy**: For members who enroll in the 12-month program, access to The Boy Mom Academy is included for one full year from the start date. Members who pay in full for 12 months will be billed annually until they request to cancel by emailing Rachel at [rachel@sklarparenting.com](mailto:rachel@sklarparenting.com). Members who pay monthly will be billed monthly until they request to cancel by emailing Rachel at [rachel@sklarparenting.com](mailto:rachel@sklarparenting.com).
- **Monthly Membership Duration and Cancellation Policy**: By enrolling in the monthly payment plan, members commit to either a minimum of three full months or 12 full months. After the initial commitment period, members may cancel, upgrade, or downgrade to a different membership. Cancellation will take effect at the end of the current billing cycle, and members will retain access to The Boy Mom Academy through the end of the final paid month, regardless of when the cancellation request is submitted. Members who purchase a “fast action” bonus during a webinar are entitled to cancel their \$166 membership after their first payment but agree to forfeit their

lifetime access to the membership portal.

3. 90-Day Money Back Guarantee: The Boy Mom Academy offers a 90-day money-back guarantee to ensure your satisfaction with our program. To qualify for a refund, you must complete the entire program, including all assignments and bonuses, actively participate in the Facebook or WhatsApp group, and attend the weekly Q&A sessions. This guarantee is in place to ensure that you have fully engaged with and implemented the program's content. Refunds will not be granted simply for choosing not to complete the program. We want dedicated participants who are committed to doing the work and experiencing the full benefits of The Boy Mom Academy. If, after fulfilling these requirements, you are still unsatisfied, you may request a refund within 90 days of your purchase.

4. Features: The Boy Mom Academy course includes the following features:

- 24/7 access to a private portal containing recorded seminars, worksheets, and inventories designed to help you understand your child's behavior, begin to transform your relationship with your child, and teach you to raise him to be a more kind, connected, cooperative, and compassionate person. You are entitled to access the portal for the lifetime of The Boy Mom Academy program.
- A private Facebook community in which you may ask questions, share wins, seek support, and connect with other parents. The community is moderated by Rachel Sklar along with other parent coaches and graduates of Rachel's advanced coaching programs.
- Live Weekly Q&A coaching sessions hosted by Rachel Sklar. If Rachel is unavailable due to illness or vacation, another expert from the Boy Mom Method Team will host the session.
- Your course may come with a series of bonuses that will appear in your portal after you register. Live events such as book/movie groups or newly added live events will be announced in the Facebook group or the corresponding WhatsApp group for non-Facebook users.

5. Guarantee: While The Company is absolutely convinced that you will derive great benefits from the course and that you should experience tremendous growth, The Company does not represent or guarantee that you will attain a pre-determined level of success. As with any family unit, success depends on many factors, including your personal motivation, time commitment, pre-existing social dynamics in the family, neurological differences of the family members, how effectively you implement the strategies taught, and your ability to follow through on the coaching provided. The cost of this program is an "investment" in your family, and, as with any investment, there is great potential for growth. If you do not experience growth from this program, The Company will work with you on next steps and help you find

the appropriate resources to move your family forward.

8. Client Responsibilities. You further agree to:

- Provide payment for the program on the agreed-upon schedule.
- Show up and be present for Q&A sessions when you have a question about the content.
- Make an effort to implement the parenting strategies you learn.
- Maintain confidentiality of information shared by other course members in the Facebook group, during live sessions, and in pre-recorded sessions found in your portal.
- Respect the intellectual property of the program by refraining from sharing or copying the content for your own financial or social gain. While you may share recordings with your parenting partner, sharing your portal password with anyone else is strictly prohibited and will result in immediate termination of your access to the program.

9. Confidentiality: Information revealed by you during any **private or group** communication with the coaching team is considered confidential and will not be shared with any outside party without your written consent. Exceptions to this standard are:

- Suicidal statements, which shall be shared with family members and appropriate mental health professionals, if needed.
- Statements of intent to harm others, which will be reported to law enforcement personnel and to the potential victim/s.
- Evidence of child/spouse/elder physical or sexual abuse, which will be reported to the appropriate state or county agency according to state law.
- Special circumstances where a court may subpoena records.

You acknowledge that you may be exposed to the private information of other individuals participating in Sklar Parenting's suite of programs, including in Facebook groups and recorded seminars. You further agree to keep that information confidential or experience termination from the program.

10. Disclaimer:

- You, the client, acknowledge and understand that Sklar Parenting DBA ViaParenting coaching services neither replace nor resemble counseling or therapy and that Rachel Sklar is a certified parenting coach and not a licensed therapist. You assume responsibility for all thoughts, feelings, and actions generated before, during, and after services are rendered, whether generated by you, the client, or assigned by Rachel, the coach in the form of homework or other recommended guidance.
- Rachel, the coach, is not legally, financially, or otherwise responsible for your mental health or that of your family members.
- Rachel, the coach, is not legally, financially, or otherwise responsible for results gained or lost before, during, or after services are rendered. Your success depends on your individual motivation, desire, willingness, contribution, background, and commitment to the coaching process.

- You, the client, further acknowledge that you have read and agree to the attached “Miscellaneous Business Contract Provisions” found in Exhibit A

11. Limitation of Liability. Under no circumstances shall Rachel Sklar or Sklar Parenting DBA ViaParenting (The Company) be liable for any indirect, consequential, special, or exemplary damages arising out of or in connection with your access or use of content and services provided by The Company, whether or not the damages were foreseeable and whether or not The Company was advised of the possibility of such damages.

12. Governing Law: This agreement is governed by the laws of the State of California as applicable to the agreement executed and wholly performed herein. Proper venue for any litigation or arbitration concerning this agreement shall be in Alameda County, California.

By paying for The Boy Mom Academy course, you agree to have read and understand the foregoing provisions and agree to be bound hereby. You further agree that you had the opportunity to ask questions of The Company before paying.

## Exhibit A:

### Miscellaneous Business Contract Provisions

1. Compliance with Laws: Coach and Client agree to comply with all applicable federal, state and local laws and regulations in executing this agreement.
2. Applicable law/venue: This agreement shall, in all respects, be construed, interpreted, and enforced in accordance with and governed by the internal substantive laws of the State of California applicable to agreements executed and to be wholly performed within the State of California, without regard to choice of law rules thereof. Proper venue for any litigation or arbitration concerning this agreement shall be in Alameda County, California.
3. Severability: Any provision in this agreement that is illegal, invalid, or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remaining provisions hereof or affecting the legality, validity, or enforceability of such provision in any other jurisdiction. The parties hereto agree to negotiate in good faith to replace any illegal, invalid, or unenforceable provision of this agreement with a legal, valid, and enforceable provision that, to the extent possible, will preserve the economic bargain of this agreement, or otherwise to amend this agreement, including the provision relating to choice of law, to achieve such result.
4. No waiver of breach: A waiver of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach.
5. Attorneys' fees: If any action or proceeding in contract or tort arising out of or relating to this Agreement is commenced by any party to this agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs (including court costs), and expenses incurred in the action or proceeding by the prevailing party, along with any reasonable attorneys' fees, costs (including court costs), and expenses incurred to collect any amount awarded in connection with any such action or proceeding.
6. Arbitration: any controversy or claim arising out of or relating to this agreement, or the making, performance, breach or interpretation thereof, shall be settled by binding arbitration in Alameda County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then existing. Any claim concerning whether a particular matter or issue is subject to arbitration in accordance herewith shall also be so determined by arbitration. The arbitration shall be held before a single arbitrator. Any award by the AAA shall be final and binding between the parties; and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. All parties may pursue discovery in accordance with California Code of Civil Procedure Section 1283.05, the provisions of which are incorporated herein by reference, with the following exceptions: (i) the parties hereto may conduct all discovery, including depositions for discovery purposes, without leave of the arbitrator; and (ii) all discovery shall be completed no later than the commencement of the arbitration hearing or one hundred twenty (120) calendar days after the date that a proper demand for arbitration is served, whichever occurs earlier, unless upon a showing of good cause, the arbitrator extends or shortens that period. Any disputes relating to such discovery will be resolved by the arbitrator. The arbitrator may

award such monetary and/or other relief (exclusive of consequential, punitive or exemplary damages or injunctive relief) as the arbitrator deems just and equitable. Either party may submit the controversy or claim to arbitration.

7. Counterparts: This agreement may be executed in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Entire agreement: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this agreement. This agreement supersedes all other prior agreements, oral or written, between the parties and is intended as a complete and exclusive statement of the agreement between the parties. Neither this Agreement nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those herein expressed and those herein referenced and hereto attached. No change or modification of this agreement shall be valid unless the same be in writing and signed by the parties.