



Last modified: January 1, 2025

SERVICE AGREEMENT, TERMS AND CONDITIONS, PRIVACY POLICY, AND DISCLAIMER

SERVICE AGREEMENT

Welcome!

The following Service Agreement (the “**Agreement**”) will clearly communicate our expectations in working together. Please raise any questions you have to make sure we are all on the same page moving forward. Let’s do this!

In exchange for agreeing to work together with Holly Wallis, LLC, you agree to be bound by the following conditions.

Contractual Terms

1. **Parties.** This Agreement is made between Holly Wallis, LLC (“**we**”, “**us**”, and “**our**”) and you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Agreement (“**you**” and “**your**”).
2. **Our Commitment to You.** We promise to provide you with the Professional Development services of Personal and Financial Coaching as scheduled (the “**Services**”), as outlined in Schedule “A” Services.
3. **What We Expect of You.** Just as you are investing in us, we are also investing time and energy in you. For you to gain the most from the Services, here is what we expect of you:
 - 3.1. **Time Integrity.** Let’s honor our time. Time integrity and keeping your word are important. Please arrive on time and honor the length of the Services.
 - 3.2. **Ownership.** You are responsible for your own physical, mental, and emotional well-being and actions during the course of the Services.
 - 3.3. **Commitment.** We expect you to be committed to the Services and the coaching and that you take responsibility for your own decisions, actions, and outcomes resulting from the professional development process.
 - 3.4. **Communication.** We expect you to be upfront, honest, and forthcoming with relevant information.
 - 3.5. **Respect.** We expect that you will be courteous, polite and respectful of our coaches and educators, our clients, and yourself. We expect you to respect the privacy of other clients by



not sharing any information you hear during group sessions, workshops, or participating in the private member forums.

4. **Term + Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and Holly Wallis, LLC (the “**Term**”). You can decide to renew the Term of this Agreement by purchasing additional Services as many times as you would like.
 - 4.1. Holly Wallis, LLC reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above, and you will not be entitled to any refunds or any continued working relationship with Holly Wallis, LLC.
 - 4.2. You may choose to end coaching at any time with notification in writing to holly@hollywalliscoaching.com. When coaching is terminated, any previously paid but unused sessions may be scheduled before the program payment cycle ends. No future payments will be charged after cancellation. Any sessions unused at the end of the current payment cycle will be forfeited.
5. **Payment.** The cost for the Services is as listed in your Holly Wallis, LLC Welcome Package. Payment is due at the time of booking or prior to the scheduled appointment time. A credit card must be on file.
 - 5.1. **Incremental Payments.** If you are enrolled in an auto-recurring monthly plan (“**Incremental Payments**”), you authorize Holly Wallis, LLC to maintain your account information and charge that payment method automatically every 4 weeks from the start date of our agreement. Each payment covers one 4-week cycle of coaching. Sessions must be used within that cycle unless we have agreed in writing—at least 24 hours in advance—to reschedule or extend that timeframe. Unused sessions that are not rescheduled within the billing cycle will be forfeited.
 - 5.2. If you are enrolled in a program paid in full, the total program fee will be charged to your credit card at the time of enrollment.

All payments are processed securely online via Stripe. A credit card is the required method of payment. Coaching begins once the first payment is received. A minimum commitment of 3 months is recommended to support meaningful progress and momentum.

6. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, we would like to be very transparent upfront with our cancellation and refund policy so that there are no surprises:
 - 6.1. **Refunds.** All sales are final, non-refundable, and non-transferable.
 - 6.2. **Cancellation / Reschedule Policy.** If you need to reschedule or cancel a session, please provide at least 24 hours' notice. Any sessions missed or canceled with less than 24 hours' notice will be considered forfeited and will not be rescheduled or refunded. Cancellation notice may be provided by email to holly@hollywalliscoaching.com. The full fee for the scheduled Services will be applied for cancellations received with less than 24 hours' notice.



If you arrive late to a session, the session will still end at the originally scheduled time. Please note that no extensions or make-up time will be given for late arrivals.

- 6.3. Unused Services.** All sessions within your payment cycle (for example, auto-recurring monthly payment = 4-week cycle) must be scheduled and used within that time frame. Unused sessions do not roll over unless otherwise agreed upon in advance.

7. Expiration. Expired sessions, memberships, and packages

7.1 Single Sessions, Autopays, and Packages. All single-session and recurring Autopay 4-week plans expire one (1) month from the date of purchase. Any unused sessions at the end of the program term will be forfeited and expire permanently upon program termination.

- 8. No Guarantees.** Holly Wallis, LLC cannot guarantee the success of the Services. The success of the Services ultimately depends on you, and we promise to provide you with the opportunity and Services to support you. As such, no guarantees can be made for any particular outcome from our Services.
- 9. Ownership of Materials.** Any and all materials that we have provided to you, including but not limited to videos, documents, and PDFs, are protected by copyright and are for your use only and are not to be redistributed or reused.
- 10. Media Release.** You understand that, with your prior express permission, from time to time, we may use photos, audio, or video of you as a means to document, share, and promote our services. Please let us know if you do not want us to share any media of you.
- 11. Standard Legal Things. Jurisdiction.** This Agreement will be governed exclusively by the laws of the State of California. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by Holly Wallis, LLC of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only, and none of the content in the headings is intended to be legally binding. **Counterparts.** This agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click "I Agree," the effect of which will be the same as if we signed this Agreement by hand, and the intention of which is that both parties desire to be bound by all the terms of this Agreement.



TERMS AND CONDITIONS

Welcome!

The material appearing on these websites, hollywalliscoaching.com (the “Sites”), is provided as information about Holly Wallis LLC’s business, community, and people, and as a platform for online connection. The owner of these Sites, Holly Wallis, LLC, and its directors, agents, employees, and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on the Sites or material linked to these Sites.

Any information on these Sites is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion. By using these Sites, you accept and agree that following and using any information or recommendation provided on these Sites is at your own risk.

TERMS AND CONDITIONS

Please read the following carefully! Your access to and use of these Sites is subject to legally binding terms and conditions, which you accept and agree to by accessing these Sites.

The following terms and conditions (“**Terms and Conditions**”) form a binding agreement (this “**Agreement**”) between you and Holly Wallis, LLC, operating out of the State of California. Holly Wallis, LLC may modify, amend, supplement, and replace these Terms and Conditions at any time without providing you with advance notice. Your continued use of these Sites after any change means you have accepted the changed Terms and Conditions.

1. **Copyright.** All materials created by Holly Wallis, LLC on the Sites are protected by United States copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to Holly Wallis, LLC.
2. **Links to Third-Party Websites.** These Sites may contain links to third-party websites. All such linked sites, materials, and pages are not under the control of Holly Wallis, LLC, and Holly Wallis, LLC is not responsible for the content contained in any linked websites nor for any losses or damages you may incur as a result of the use of any third-party websites. Holly Wallis, LLC accepts no liability for any errors or omissions contained in third-party websites. These links are provided to improve your use of these Sites, enable you to connect with Holly Wallis, LLC on various platforms, help Holly Wallis, LLC offer the easiest services for you, and conduct transactions.
3. **Use License.** If Holly Wallis, LLC has materials on the Sites that you can download, permission is granted to download copies of the materials for personal, non-commercial viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
 - 3.1. modify or copy the materials;
 - 3.2. use the materials for any commercial purpose or for any public display (commercial or non-commercial);
 - 3.3. transfer the materials to another person or “mirror” the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions, and may be terminated by Holly Wallis, LLC at any time. Upon terminating your viewing of these materials or



upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

4. **Site Terms of Use Modifications.** Holly Wallis, LLC may revise these Terms and Conditions for its Sites at any time without notice. By continuing to use the Sites after Holly Wallis, LLC modifies this Agreement, you are agreeing to be bound by the updated version of this Agreement.
5. **Limitation of Liability.** In no event shall Holly Wallis, LLC or its affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to view or use the materials or content on the Sites, even if Holly Wallis, LLC has been notified orally or in writing of the possibility of such damage.
6. **Governing Law.** Any claim relating to Holly Wallis, LLC's Sites shall be governed by the laws of the State of California without regard to its conflict of law provisions.
7. **Indemnity.** As a condition of your use of these Sites, you indemnify Holly Wallis, LLC and its directors and affiliates from and against any and all liabilities, expenses (including legal fees), and damages arising out of claims resulting or arising from your use of these Sites.
8. **Entire Agreement.** These Terms and Conditions and any other legal notices, policies and guidelines of Holly Wallis, LLC linked to these Terms and Conditions or contained on these Sites constitute the entire agreement between you and Holly Wallis, LLC relating to your use of these Sites and supersede any prior understandings or agreements (whether oral or written), claims, representations, and understandings of the parties regarding such subject matter. This Agreement may not be amended or modified except by Holly Wallis, LLC. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, that portion or provision shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties as reflected by that provision, and the remainder of these Terms and Conditions shall continue in full force and effect. Failure by Holly Wallis, LLC to enforce or exercise any provision of these Terms and Conditions shall not constitute a waiver of that right. Paragraph headings are for reference only.



PRIVACY POLICY

Holly Wallis, LLC, understands how important your privacy is. This privacy policy (the “**Privacy Policy**”) sets out the privacy policies and practices for Holly Wallis, LLC and its subsidiaries and affiliates with respect to how Holly Wallis, LLC collects your personal information. It also describes how Holly Wallis, LLC maintains, uses, and discloses personal information. This Privacy Policy applies to information collected from you by Holly Wallis, LLC via the Sites. This Privacy Policy also sets out how you can access certain information that Holly Wallis, LLC may collect about you.

In this Privacy Policy, personal information means information about an individual whose identity is apparent or can be reasonably ascertained from the information as further defined under applicable privacy laws (“**Personal Information**”).

Please note that the Sites may contain links to other third-party websites that are not controlled or operated by Holly Wallis, LLC. All of these third parties are listed in section 4.4 of this Agreement. This Privacy Policy does not apply to such third-party websites, and Holly Wallis, LLC is not responsible for the content of such third-party websites or the privacy practices of such third parties. Holly Wallis, LLC, encourages you to request and review the privacy policies of any third parties upon disclosing your Personal Information to such parties or when visiting such third-party websites.

1. **Consent of Collection of Information.** By submitting Personal Information to Holly Wallis, LLC and its Sites or any of its service providers, you agree and consent to the collection of your Personal Information and consent to the use, disclosure and transfer of your Personal Information in accordance with the provisions of this Privacy Policy. You may always refuse or withdraw your consent by contacting Holly Wallis, LLC at holly@hollywalliscoaching.com. You understand that if you withdraw your consent, Holly Wallis, LLC may not be able to continue to offer its services and provide its information to you.
2. **Revisions to this Privacy Policy.** Holly Wallis, LLC reserves the right, in Holly Wallis, LLC’s sole discretion, to change, modify, add or remove portions of this Privacy Policy at any time and from time to time, without prior notice to you. Holly Wallis, LLC will treat your continued use of the Sites following such revision as your acceptance of the revised terms. All revisions will be posted to the Sites and will apply to any Personal Information collected on or after the date posted. Holly Wallis, LLC will obtain the necessary consents required under applicable privacy laws if it seeks to collect, use or disclose your Personal Information for purposes other than those to which consent has been obtained, unless otherwise required or permitted by law.
3. **What Personal Information does Holly Wallis, LLC collect, and how is it processed?**
 - 3.1. **What do we collect?** Holly Wallis, LLC may directly collect your name, address, phone number, and email address. There may be other information you provide, but that will not be collected by Holly Wallis, LLC, and instead will be collected by the third parties Holly Wallis, LLC works with, as outlined in 3.4.



- 3.2. Newsletter.** We may send you a newsletter or other promotional materials. We will only contact you through our newsletter for promotional or informational purposes. Subscribing to our newsletters is optional, and you will always be able to unsubscribe.
- 3.3. Phone Number.** We may collect your phone number, and we may contact you via phone to contact you or if we feel there is information that would be beneficial to share with you. In accordance with everything outlined in this Privacy Policy, if you do not want to be reached by phone, you can ask us not to contact you via phone, or you can choose not to share your phone number.
- 3.4. Third Parties.** Holly Wallis, LLC may work with third-party applications in order to provide you with the best services on the Sites. These organizations may collect Personal Information from you in order to provide you with the services, including your name and contact information. Specifically, the third parties Holly Wallis, LLC may work on the Sites are listed below. We've included links to their privacy policies to ensure you are comfortable using them.
- 3.4.1.** Docusign: <https://www.docusign.com/privacy-and-gdpr>,
 - 3.4.2.** Facebook: https://www.facebook.com/full_data_use_policy,
 - 3.4.3.** Instagram: <https://help.instagram.com/402411646841720>,
 - 3.4.4.** Calendly: <https://calendly.com/pages/privacy>,
 - 3.4.5.** Google Drive: <https://www.google.com/drive/terms-of-service/>,
 - 3.4.6.** Zoom: <https://zoom.us/privacy>,
 - 3.4.7.** YouTube: <https://www.youtube.com/static?gl=CA&template=terms>
 - 3.4.8.** Constant Contact:
https://www.endurance.com/privacy/privacy?_ga=2.28086204.1242846679.1605851817-1382724067.1605851817&_gl=1*hdcs78*_ga*MTM4MjcyNDA2Ny4xNjA1ODUxODE3*_ga_14T5LGLSQ3*MTYwNTg1MTgxNi4xLjEuMTYwNTg1MTgyMi4w
 - 3.4.9.** MindBody: <https://company.mindbodyonline.com/legal/privacy-policy>
 - 3.4.10.** Stripe: <https://stripe.com/privacy>
- 4. How will Holly Wallis, LLC use your Personal Information?** Your Personal Information will be used to provide you with promotional and informative materials and offers, and deliver the products and services you can purchase or subscribe to from the Sites. Specifically:
- 4.1.** Your credit card information will not be kept by Holly Wallis, LLC, but instead by one of the third parties listed in section 3.4 above.
 - 4.2.** Your name and e-mail address are collected but will not actually be stored on the Sites. Any information captured will be processed through third-party websites in section 3.4 above.
 - 4.3.** Your phone number may be used to contact you via phone if there is information we would like to share that we feel would benefit you.



- 4.4. If you subscribe to our newsletter, your Personal Information will be used to send the newsletter to you.
 - 4.5. If we send you the Newsletter for marketing purposes, we may use your contact information to send you emails about promotions, special events, and other marketing information. You can opt not to receive these emails from us by either clicking “unsubscribe” at the bottom of the email when you receive it or by sending an email that includes your email address and a request that you not receive our promotional emails.
 - 4.6. We may use your Personal Information to respond when you submit a question or suggestion to us, or when you request assistance regarding a service or product you purchased.
 - 4.7. We may share your information if we believe in good faith that disclosure of your information is required to protect your safety or the safety of others, to investigate fraud, or to respond to a government, judicial, or other legal request, or to comply with the law.
 - 4.8. We may also share certain aggregated, anonymized information with a third-party provider in order to assist us in improving the Sites.
5. **Storing Your Personal Information.** Holly Wallis, LLC’s web server may store your Personal Information when you interact with the Sites. **Holly Wallis, LLC will be happy to delete any of your Personal Information it holds upon a written request made by you.** Your Personal Information will be safely disposed of by Holly Wallis, LLC.
6. **Storing Your Phone Number.** Your phone number will be kept in the phone or contacts database of Holly Wallis, LLC, and associates. Wherever it is stored, it will always be protected with a password and will never be shared with third parties without your permission.
7. **We Play by The Rules.** The Sites and Holly Wallis, LLC abide by all relevant United States federal and State privacy laws in all aspects of our operations. This Privacy Policy is also compliant with GDPR and CCPA regulations. If you’ve got any questions about our legal compliance, feel free to reach out to holly@hollywalliscoaching.com.
8. **Do Not Track Signals.** Holly Wallis, LLC currently does not recognize or respond to browser-initiated Do Not Track (DNT) signals, as the Internet industry is currently still working on Do Not Track standards, and there is no accepted standard on how to respond to such signals.
9. **Analytics.** The Sites keep the following information from your visits to our webpage:
- 9.1. Visitor information to improve our customer engagement, which tells us where and when people visit the Sites and how long they stay there; and
 - 9.2. IP information for websites and server security.



10. **Cookies.** The Sites use 'cookies' to keep a record of the number of times you've visited the Sites and how you interacted with the Sites during each visit. In addition to this, the Sites also use cookies which are not absolutely essential for your use of the Sites. Your continued use of the Sites serves as consent for these cookies.
 - 10.1. You might be wondering what a cookie is. Well, it is a small text file that gets sent by the servers of the Sites to your hard drive and can only be read and interpreted by the Sites' servers. No Personal Information is stored in the cookie, and there is nothing on it that can identify you personally.
 - 10.2. Why do we use cookies? Despite being an awesome word generally, cookies help the Sites understand how you interact while visiting the Sites and what your preferences are, and thus can improve your experience on the Sites. If you do not want cookies from the Sites, simply adjust the settings in your web browser to disable cookies. This may change the way you access the Sites, but of course, it is your choice to do so.
11. **Disclosure of Personal Information.** Holly Wallis, LLC will NEVER sell or license any Personal Information we collect from you. Holly Wallis, LLC is not liable for any disclosure of your Personal Information by any third party, particularly the ones outlined in section 4.4 above. By purchasing the services and products offered by Holly Wallis, LLC, you agree to be bound by and consent to the provisions of our third parties' privacy policies.
 - 11.1. In the event that Holly Wallis, LLC changes its practices or sells your Personal Information, you will be notified and you will be able to opt out of Holly Wallis, LLC selling your Personal Information by contacting us at holly@hollywalliscoaching.com.
12. **Jurisdiction.** This Privacy Policy and the use of the Sites are governed by the laws of the **United States and the State of California**. If a dispute arises under this Privacy Policy, we agree to first resolve it through binding arbitration to take place in the State of California.
13. **Your Consent.** By choosing to provide Holly Wallis, LLC with your Personal Information, you are consenting to its collection, use, and disclosure in accordance with the principles outlined in this Privacy Policy. **If you are under the age of 18, you must not provide any Personal Information to us without the consent of your parent or guardian, or as otherwise provided for by applicable law.**
14. **Protecting Your Privacy.** Holly Wallis, LLC is committed to protecting your privacy. Security measures, such as using passwords on servers and computers, and locked cabinets where Personal Information is stored, have been adopted to protect your Personal Information against loss or theft, unauthorized access, disclosure, copying, use, or modification. Online transactions are completed using third-party applications outlined in section 3.4 above. Please refer to the third parties' privacy policies, of which links have been provided above, for clarification on how your transaction and Personal Information will be handled. Holly Wallis, LLC makes no promises, warranties or representations about the manner in which your Personal Information is handled by third parties and bears no liability whatsoever for their use of it.



- 15. Verifying your Identity.** Holly Wallis, LLC will ask you to verify your identity when you contact us or submit a request regarding your Personal Information. ReActive Movement will ask you to provide sufficient information that allows us to reasonably verify that you are the person whom we collected Personal Information from.
- 16. The Internet Can Be Sketchy.** The internet is, by its nature, inherently open and subject to interception of information. We cannot guarantee that the information you provide to Holly Wallis, LLC over the internet or otherwise will not be intercepted by third parties while it is being communicated by means that are outside of Holly Wallis, LLC's control.
- 17. Verifying and Amending Your Personal Information.** Holly Wallis, LLC tries to ensure that all Personal Information about you that is in our possession is accurate, complete, and up-to-date. Please contact us at holly@hollywalliscoaching.com to advise us of any changes to your Personal Information. You may request access to the Personal Information held by Holly Wallis, LLC at any time or seek to make corrections to it.
- 18. Resolving your concerns.** If you have any questions or concerns about Holly Wallis, LLC's Personal Information collection, use, and disclosure practices, please let us know at holly@hollywalliscoaching.com, and we will do our best to help you.



DISCLAIMER

This Disclaimer (the “**Disclaimer**”), in concert with our Terms and Conditions and Privacy Policy determine the rules of how you can use these Sites and any of Holly Wallis, LLCs social media profiles, and how you access our content and services, either as a paying customer or simply a webSites visitor.

1. **Qualifications.** Holly Wallis, LLC and its operators hold the following qualifications and professional certifications related to coaching: CTI Coaching Fundamentals and Co-Active Coach Training. Holly Wallis, LLC makes no representations to hold any other qualifications or representations outside of this.
2. **Not Professional Advice.** Nothing shared on these Sites by Holly Wallis, LLC is professional advice. This is simply a compilation of content and services that Holly Wallis, LLC is providing. Holly Wallis, LLC, and its services are not a substitute for professional advice or diagnosis. Please seek professional advice before engaging with our services, and clearly understand that Holly Wallis, LLC’s services are not a substitute for professional advice.
3. **Social Media.** This Disclaimer applies to Holly Wallis, LLC’s Sites, content, services, and all social media. Specifically:
 - 3.1. hollywalliscoaching.com
4. **No Guarantees.** You understand that Holly Wallis, LLC makes no guarantees whatsoever regarding any results based on any action or inaction based on the information we share or services we provide through the Sites. At the end of the day, we will not be responsible or make any promises for what will happen in your life and health.
5. **Intention.** The intention of the information we share and post on the Sites is for informational and promotional purposes only.
6. **Not a Client.** By accessing and using the Sites, there is no client-professional relationship is created between you and Holly Wallis, LLC. You will only be a client once we enter into an agreement regarding the services or when you sign a contract that we send to you, thereby officially creating a professional-client relationship. We hope to work together with you soon, but until we sign an agreement together, you are not a client. By continuing to use the Sites, you acknowledge that for the moment, we are just pals.
7. **Mistakes.** We try our best. We really do. All of the content we put on the Sites is intended to be as accurate as possible and to be as helpful as possible in providing you with our content and services. But we ask you to understand that not everything we include on the Sites may be accurate or entirely true. Of course, we’ll never intentionally mislead you, and we can only try our best. As such, we ask you to take the information on the Sites with a grain of salt, not to rely entirely on what we share, and accept that some of our content may be incorrect. Again, if you have any issues with this, you are always welcome to stop using the Sites.



8. **No Warranties.** Holly Wallis, LLC makes no promises that the Sites or third-party programs we use to offer our services and products will always be operational. If something goes wrong, obviously, we'll do everything we can to fix it ASAP. We also make no representations or warranties of any kind around any of the content we produce or share on the Sites. To the maximum extent permissible by State of California laws, Holly Wallis, LLC disclaims all warranties regarding all information, products, and services offered on or through the Sites.
9. **Reach Out.** Please feel free to connect with Holly Wallis, LLC to ask us any questions. All communications should be directed to holly@hollywalliscoaching.com.