

## Terms of Use: HEALTH COACH ACCELERATOR

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By checking the box next to this Terms & conditions, and clicking the “Purchase” button, you, the purchaser of the Health Coach Accelerator outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by K Perry Media Inc. (hereinafter “Coach”), and you agree you are voluntarily entering into a legally binding Agreement with K Perry Media Inc., inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of **\$3497 or 6 payments of \$677** (or some other advertised promotional pricing paid upon enrollment) Client has agreed to purchase **Health Coach Accelerator** (hereinafter “Program”). In exchange, Coach agrees to provide the services outlined in the Program Details below, and Program Outline attached hereto. Client understands and agrees that Coach will utilize suitable methodologies in accordance with Client’s needs, and in accordance with her/her training.

### 1. **Program Outline:**

- A. Client agrees and understands that he/she is purchasing Health Coach Accelerator by K Perry Media Inc. a 180-day course and Group Coaching Program designed to aid coaches in building their online business.
- B. Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in Program as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Coach’s website.

### 2. **Non- Disclosure**

- A. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Coach, including but not limited to materials such as verbal advice, mindset guidance, written templates, modules, technical information, business advice, and/or other information that may have become available for use through Client’s participation in Program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Program.
- B. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own

material, or repurposes and uses the Content in his/her own business as a product or service being offered for sale, without express written permission of Coach. Client also understands and agrees he/she will not disclose or use any information provided to Client as part of her membership and/or ability to participate in Program, other than for personal use in her own business and social media accounts without permission from Coach.

### **3. Testimonials**

- A. Coach may request Client provide a testimonial to be published on Coach's website, or featured on Coach's social media accounts. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Coach and Client if Client refuses testimonial.
- B. If Client accepts and provides Coach with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Coach's website, social media, or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release if asked, confirming the same, and confirming Coach's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Coach an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Coach as part of a Testimonial.

### **4. Payment and Payment Plan**

- A. Client understands the cost of the program is three-thousand four-hundred and ninety-seven dollars or six payments of six-hundred seventy-seven U.S. dollars (\$3497 or 6 payments of \$677 or some other promotional pricing) which is payable up front, in full, unless a payment plan has been offered by Coach, or a promotion has been offered by Coach. Client agrees to render payment via credit card on Coach's sales and checkout page for Program. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Coach's website or a designated third-party payment processor of Coach's choosing, in full. Absent an agreement regarding a payment plan with Coach, Client must complete payment in full before becoming entitled to any products or services included within the Program.
- B. If Coach has offered a payment plan, Client agrees to abide by the rules and payments as explained on Coach's sales page. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client

understands: (1) the reminder of the Program will be forfeited if payment is not made within four days of the date it is due, and will be removed from all current and barred access from future enrollment.

- C. Coach reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the payment plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issued to Coach in exchange for work completed thus far, and it is up to the sole discretion of Coach whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.
- D. If Client and Coach have not agreed upon a payment plan, Client understands one is not available, and agrees to provide payment in full, upfront, in the manner(s) designated on Coach's sales page.

## **5. Refund Policy**

- A. K Perry Media Inc. does not offer refunds for this program but does offer a guarantee for your results. If after 180-days, you are not satisfied with your results, we will coach you for free for another 90-days. In order to qualify for this guarantee, you must contract [support@kendraperry.net](mailto:support@kendraperry.net) between 160-180 days after purchase and give us details about your results. In order to qualify, we must see that you have actively participated in the program throughout the 160-180 days. That means at a minimum, you must have attended at least one coaching call per month (or watched 2 replays of the coaching calls). You must have participated regularly in the Facebook Group, posting at least 3-4 times per month to ask for feedback or get reviews on your work. We must see that you have progressed through at least 50% of the program. You must have attended at least 2 mindset + productivity calls or watched 2 replays. If you have actively participated in the program and are not satisfied with your results at 160-180 days, we will come up with a reasonable goal for your results and coach you for free for another 90-days.

## **6. Voluntary Participation**

- A. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in its services and that Program is able to help many people, Client acknowledges and agrees that Coach is not responsible nor liable to Client should Client sustain

any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

## **7. Disclaimer**

- A. While many of Coach's past and current clients have experienced wonderful benefits from Program, and Coach and its team will act in their full capacity to ensure your success and happiness in Program, Coach cannot guarantee results of Program, and cannot make any representations or guarantees regarding individual results. Client will hold Coach and Program harmless if he or she does not experience the desired results.
- B. Earnings Disclaimer: Coach also does not make any guarantees or assurances regarding a particular financial outcome based on use of Program, nor is Coach responsible for Client earnings, or any increase or decrease in finances based upon information within Program. Any information or testimonials regarding past or current clients' participation in programs, or working with Coach contained on Website or in sales material that contain financial information are individual, and results may vary.
- C. Client understands that all services provided by Coach in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Coach on a purely voluntary basis and does not hold Coach or Program responsible should Client become dissatisfied with any portion of the Program.
- D. Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Coach delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Coach and Client.
- E. Client also understands Coach is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Coach harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Coach on his/her website and within the Program is comprised of information that has worked for Coach and other clients, and may or

may not be useful to Client in his/her personal business or life. Client understands Coach cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Coach responsible for.

## **8. Legal Right to Practice**

- A. Participating in and completing the Health Coach Accelerator program does not give the Client the legal or ethical credentials to practice as a coach, practitioner or professional. The Client must seek out his or her own personal & professional legal advice to determine if the Client can legally offer health & wellness or personal development services in his or her state, province or country. The Client is responsible for seeking out their own legal protection and any necessary liability practice insurance.

## **9. Intellectual Property**

- A. Client agrees and understands that Coach has created numerous original, creative works in connection with the Program, and agrees that Coach maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Coach. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Coach. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Coach to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- B. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Coach, without Coach's express written consent. If such behavior is discovered or suspected, Coach reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.
- C. **Licensee Rights: Coach's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and

information available as part of the Program, as well as any additional information or content shared with him/her by Coach as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Coach. As a "Licensee," Client understands and agrees that Client will not:

- i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Coach;
- ii. Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Coach, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
- iii. Claim any content created by Coach as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Coach was Client's work, and use in his/her business as his/her own.
- iv. Share purchased materials, information, content with others who have not purchased them.
- v. Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

## **10. Indemnification**

- A. Client agrees at all times to defend, fully indemnify and hold Coach and any affiliates, agents, team members or other party associated with Coach harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Coach be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Coach's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Coach, free of charge.

## **11. Dispute Resolution**

- A. Should a dispute arise between Coach and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a “dispute” and agrees he or she does not hold Coach responsible for any specific results, or those results which have been achieved by other clients of Coach.)
- B. If unable to reach a resolution informally, Client and Coach agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in Nelson, British Columbia within a reasonable amount of time. Client and Coach agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgment of law or decree.

## **12. Applicable Law**

- A. This Agreement shall be governed by and under control of the laws of British Columbia regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of British Columbia are to be applicable here.

## **13. Amendments**

- A. This agreement may be altered, amended, changed, extended, or otherwise updated based upon the changes in relevant laws, the course or program being purchased, or due to Coach’s choosing. Your continued use of the product or service will constitute agreement to this document in its most updated form.

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## **PROGRAM OUTLINE ADDENDUM**

Client understands, acknowledges, and agrees he/she is purchasing the Health Coach Accelerator (PROGRAM) by Coach. Once the Program is purchased and all Agreements are agreed to, Client is to have full access to the complete PROGRAM to be completed at his or her own pace. As outlined on the sales page, PROGRAM includes the following:

- 1. Lifetime access to the 8-Module Course hosted in Thinkific
- 2. 180-days access to 4 x per month live training calls and replays

3. 180-days access to the Facebook Support Community
  4. Module 1 through 8 worksheets, templates, swipe files, checklists and resources
  5. Tech Expert Library
  6. Any advertised bonuses
- **Modules:** Coach will make available 8 modules, to be made available immediately at purchase. Although designed to complete in order, weekly, Client may go at his or her own pace, and work through the modules as he or she sees fit. These Modules are intended to release proprietary information created by Coach for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in PROGRAM.
  - **Facebook Group Access:** Client will be granted 180-days access to a private group on social media organized by Coach as part of the individual Coaching package. If granted access, Client agrees to use common sense when posting or responding to others' in the group, and agrees to refrain from posting any negative or unnecessary comments. Upon 180-day expiration, client may choose to purchase a monthly or annual membership to continue to access live support from Kendra and Team. Email support or other support beyond the live group calls and Facebook group is not provided in the program.

Client has carefully read this Program Outline and acknowledges that he/she is aware of what is, and what is not included within this Program. Client is aware that this Program Outline includes EVERYTHING included within the Program. If Client expects additional information, products, services, or other information to be provided in this Program but does not see it here, Client understands it may not be included. Coach is under no obligation to provide anything other than what is listed above, with the exception of updated or ever-changing Bonuses offered for limited periods of time. No edits or amendments may be made to this Program Outline Addendum without express written consent of both parties.

By completing the online purchase and being charged the amount listed above, Client confirms he or she has reviewed this Program Outline, completed any and all appropriate additional research, and asked any and all necessary questions of Coach and his/her team in order to feel appropriately educated of the Program and product/service being offered. Client understands he or she will not be entitled to a refund once completing this purchase for any reason, other than as discussed above.