

# Terms and Services

Last Updated on February 14th, 2025

THESE TERMS OF SERVICE REFLECT THE WAY KALHEN COACHING INC./FREEDOM YOUR WAY OPERATES, THE LAWS THAT APPLY TO OUR COMPANY, AND CERTAIN THINGS WE'VE ALWAYS BELIEVED TO BE TRUE. AS A RESULT, THESE TERMS OF SERVICE HELP DEFINE OUR RELATIONSHIP WITH YOU AS YOU INTERACT WITH OUR SERVICES.

## TERMS

### KALHEN COACHING INC

ORGANIZED UNDER THE LAWS OF JAMAICA, AND OPERATING UNDER THE LAWS OF JAMAICA.

### FREEDOM YOUR WAY

ORGANIZED UNDER THE LAWS OF JAPAN, AND OPERATING UNDER THE LAWS OF JAPAN.

### AGE REQUIREMENTS

A MINIMUM AGE OF 18 YEARS OF AGE IS REQUIRED FOR ALL USERS. PERMISSION GIVEN TO A MINOR IS THE SOLE RESPONSIBILITY OF THE PARENT OR GUARDIAN. IF YOU'RE A PARENT OR LEGAL GUARDIAN, AND YOU ALLOW YOUR CHILD TO USE THE SERVICES, THEN THESE TERMS APPLY TO YOU AND YOU'RE RESPONSIBLE FOR YOUR CHILD'S ACTIVITY ON THE SERVICES.

### YOUR RELATIONSHIP WITH US

THESE TERMS HELP DEFINE THE RELATIONSHIP BETWEEN YOU AND US. BROADLY SPEAKING, WE GIVE YOU PERMISSION TO USE OUR SERVICES IF YOU AGREE TO FOLLOW THESE TERMS, WHICH REFLECT HOW WE OPERATE AND HOW WE EARN MONEY. WHEN WE SPEAK OF "WE," "US," AND "OUR," WE MEAN KALHEN COACHING INC AND FREEDOM YOUR WAY AND ITS AFFILIATES.

### WHAT YOU CAN EXPECT FROM US

WE PROVIDE A BROAD RANGE OF SERVICES ONLINE AND OFFLINE THAT ARE SUBJECT TO THESE TERMS. MANY OF THESE SERVICES MAY ALSO INCLUDE CONTENT THAT YOU CAN STREAM OR INTERACT WITH. MANY OF OUR SERVICES ARE DESIGNED TO WORK TOGETHER.

IF WE MAKE MATERIAL CHANGES THAT NEGATIVELY IMPACT YOUR USE OF OUR SERVICES OR IF WE STOP OFFERING A SERVICE, WE'LL PROVIDE YOU WITH REASONABLE ADVANCE NOTICE, EXCEPT IN URGENT SITUATIONS SUCH AS PREVENTING ABUSE, RESPONDING TO LEGAL REQUIREMENTS, OR ADDRESSING SECURITY AND OPERABILITY ISSUES. WE'LL ALSO

PROVIDE YOU WITH AN OPPORTUNITY TO EXPORT YOUR CONTENT AS SUBJECT TO APPLICABLE LAWS AND POLICIES.

#### WHAT WE EXPECT FROM YOU

THE PERMISSION WE GIVE YOU TO USE OUR SERVICES CONTINUES AS LONG AS YOU COMPLY WITH THESE TERMS.

THESE SERVICES ARE SPECIFIC TO ADDITIONAL TERMS, INCLUDING THINGS LIKE ADDITIONAL AGE REQUIREMENTS

WE ALSO MAKE VARIOUS POLICIES, HELP CENTRES, AND OTHER RESOURCES AVAILABLE TO YOU TO ANSWER COMMON QUESTIONS AND SET EXPECTATIONS ABOUT USING OUR SERVICES. THESE RESOURCES INCLUDE OUR PRIVACY POLICY, AND OTHER PAGES ACCESSIBLE FROM OUR SITE.

ALTHOUGH WE GIVE YOU PERMISSION TO USE OUR SERVICES, WE RETAIN ANY INTELLECTUAL PROPERTY RIGHTS WE HAVE IN PROVIDING THE SERVICES. YOU MAY NOT COPY, MODIFY, DISTRIBUTE, SELL, OR LEASE ANY PART OF OUR SERVICES OR SOFTWARE.

#### IN CASE OF PROBLEMS OR DISAGREEMENTS

BOTH THE LAW AND THESE TERMS GIVE YOU THE RIGHT TO A CERTAIN QUALITY OF SERVICE AND WAYS TO FIX PROBLEMS IF THINGS GO WRONG.

#### WARRANTY

WE PROVIDE OUR SERVICES USING REASONABLE SKILL AND CARE. IF WE DON'T MEET THE QUALITY LEVEL DESCRIBED IN THIS WARRANTY, YOU AGREE TO TELL US AND WE'LL WORK WITH YOU TO TRY TO RESOLVE THE ISSUE.

#### DISCLAIMERS

THE ONLY COMMITMENTS WE MAKE ABOUT OUR SERVICES ARE PROVIDED IN THE TERMS, WARRANTY SECTION AND LAWS THAT CAN'T BE LIMITED BY THESE TERMS.

#### LIABILITIES

##### FOR ALL USERS

BOTH THE LAW AND THESE TERMS TRY TO STRIKE A BALANCE AS TO WHAT YOU OR WE CAN CLAIM FROM THE OTHER IN CASE OF PROBLEMS. THAT'S WHY THE LAW ALLOWS US TO LIMIT CERTAIN LIABILITIES — BUT NOT OTHERS — UNDER THESE TERMS.

THESE TERMS ONLY LIMIT OUR RESPONSIBILITIES AS ALLOWED BY APPLICABLE LAW. THESE TERMS DON'T LIMIT LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT.

OTHER THAN THE LIABILITIES DESCRIBED ABOVE, WE ARE LIABLE ONLY FOR BREACHES OF THESE TERMS AS SUBJECT TO APPLICABLE LAW.

## SUSPENDING OR TERMINATING YOUR ACCESS TO OUR SERVICES

WE RESERVE THE RIGHT TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICES OR DELETE YOUR ACCOUNT IF ANY OF THESE THINGS HAPPEN:

YOU MATERIALLY OR REPEATEDLY BREACH THESE TERMS AND SERVICES OR POLICIES WE'RE REQUIRED TO DO SO TO COMPLY WITH A LEGAL REQUIREMENT OR A COURT ORDER. WE REASONABLY BELIEVE THAT YOUR CONDUCT CAUSES HARM OR LIABILITY TO OTHERS IF YOUR ACCOUNT HAS BEEN SUSPENDED OR TERMINATED IN ERROR, YOU CAN APPEAL. YOU ALSO HAVE THE OPTION TO STOP USING OUR SERVICES AT ANY TIME. IF YOU DECIDE TO DISCONTINUE USING A SERVICE, WE'D APPRECIATE KNOWING WHY SO THAT WE CAN CONTINUE IMPROVING OUR PRODUCTS AND SERVICES.

## SETTLING DISPUTES, GOVERNING LAW, AND COURTS

TO THE EXTENT THAT APPLICABLE LOCAL LAW PREVENTS CERTAIN DISPUTES FROM BEING RESOLVED IN A COURT, THEN THESE DISPUTES WILL BE GOVERNED BY THE APPLICABLE LOCAL LAWS OF YOUR COUNTRY, STATE, OR OTHER PLACES OF RESIDENCE.

## ABOUT THESE TERMS

BY LAW, YOU HAVE CERTAIN RIGHTS THAT CAN'T BE LIMITED BY A CONTRACT LIKE THESE TERMS OF SERVICE. THESE TERMS ARE IN NO WAY INTENDED TO RESTRICT THOSE RIGHTS.

THESE TERMS DESCRIBE THE RELATIONSHIP BETWEEN YOU AND US. THEY DON'T CREATE ANY LEGAL RIGHTS FOR OTHER PEOPLE OR ORGANIZATIONS, EVEN IF OTHERS BENEFIT FROM THAT RELATIONSHIP UNDER THESE TERMS.

WE WANT TO MAKE THESE TERMS EASY TO UNDERSTAND, BUT NOT ALL SERVICES MENTIONED MAY BE AVAILABLE IN YOUR COUNTRY.

IF THESE TERMS CONFLICT WITH ANY ADDITIONAL TERMS, THE ADDITIONAL TERMS WILL GOVERN THAT SERVICE.

IF IT TURNS OUT THAT A PARTICULAR TERM IS NOT VALID OR ENFORCEABLE, THIS WILL NOT AFFECT ANY OTHER TERMS.

IF YOU DON'T FOLLOW THESE TERMS AND CONDITIONS, AND WE DON'T TAKE ACTION RIGHT AWAY, THAT DOESN'T MEAN WE'RE GIVING UP ANY RIGHTS THAT WE MAY HAVE, SUCH AS TAKING ACTION IN THE FUTURE.

WE MAY UPDATE THESE TERMS AND CONDITIONS TO REFLECT CHANGES IN OUR SERVICES OR HOW WE DO BUSINESS — FOR EXAMPLE, WHEN WE ADD NEW SERVICES, FEATURES, TECHNOLOGIES, PRICING, OR BENEFITS (OR REMOVE OLD ONES), FOR LEGAL, REGULATORY, OR SECURITY REASONS, OR TO PREVENT ABUSE OR HARM.

IF WE MATERIALLY CHANGE THESE TERMS AND CONDITIONS, WE'LL PROVIDE YOU WITH REASONABLE ADVANCE NOTICE AND THE OPPORTUNITY TO REVIEW THE CHANGES, EXCEPT WHEN WE LAUNCH A NEW SERVICE OR FEATURE, OR IN URGENT SITUATIONS, SUCH AS PREVENTING ONGOING ABUSE OR RESPONDING TO LEGAL REQUIREMENTS. IF YOU DON'T AGREE TO THE NEW TERMS, YOU HAVE THE OPTION TO STOP USING THE SERVICES. YOU CAN ALSO END YOUR RELATIONSHIP WITH US AT ANY TIME BY CLOSING YOUR ACCOUNT OR UNSUBSCRIBING TO OUR SERVICES.

THESE TERMS OF SERVICE REFLECT THE WAY WE OPERATE, THE LAWS THAT APPLY TO OUR COMPANY, AND CERTAIN THINGS WE'VE ALWAYS BELIEVED TO BE TRUE. AS A RESULT, THESE TERMS OF SERVICE HELP US DEFINE OUR RELATIONSHIP WITH YOU AS YOU INTERACT WITH OUR SERVICES.

THANKS SO MUCH FOR VISITING.