



FOUNDER | INVESTOR | COACH

You (the "Client") agree to be provided with services by **Kathryn Cartini | Performance Coach dba Astro Coach Kate** (the "Company"), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. SERVICES

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to render services related to education by means of business consulting, coaching, courses, workshops, or other (the "Program").
- (b) The Terms of this Agreement shall be binding for any further goods/services supplied by the Company to the Client.
- (c) Parties agree that the Program is in the nature of coaching and education.
- (d) The scope of services rendered by the Company pursuant to this contract shall be solely limited to those contained therein and provided for on the Company's platform (Google Drive, Website, other) as part of the Program.
- (e) The Company reserves the right to substitute services equal to or comparable to the Program for the Client if reasonably required by the prevailing circumstances.

2. FEES

- (a) The Client agrees to pay fees to the Company according to the payment schedule set forth on the Company's Proposal, or otherwise provided to the Client, and the payment plan selected by the Client (the "Fee").
- (b) The Company shall charge 5% (five percent) late fee every week on all outstanding balances not paid by the date or dates as agreed between the parties.

3. **REFUNDS**

(a) Upon execution of this Agreement, the Client agrees to pay to the Company the full amount of the Fee and/or abide by the payment schedule agreed to between the parties.

(b) If the Client cancels attendance at, or participation in, the Program for any reason whatsoever, the Client will not be entitled to receive a refund (See Cancellation policy).

(c) If the Company is unable to render a portion of the Program as agreed and no suitable rescheduling is able to be arranged then a refund for that portion only of the Program will be made to the Client.

(d) The Company will be conducting Coaching and all training from Monday to Friday. The Company will not be liable for working on weekends. The Client will agree to the schedule of the Company.

4. **CANCELLATIONS**

(a) The Client may cancel a session and/or order within 24 hours of purchasing and request a refund. The refund will be issued, minus a 5% transaction fee. To cancel an appointment, course, workshop or other offering, send your request to info@astrocoachkate.com.

(b) Once the Company has scheduled sessions with the Client, they are considered set appointments. However, if necessary, the Client may request to reschedule a session, if they give at least 24 hours advance notice.

(c) Any missed sessions or canceled sessions with less than 24 hours advance notice will be forfeited.

(d) If unexpected circumstances prevent the Client from completing all of their scheduled sessions, then the Client may request a refund for the amount pertaining to the remaining sessions. If approved, the refund will be issued, minus a 5% transaction fee.

5. CHARGEBACKS AND PAYMENT SECURITY

(a) To the extent that the Client provides the Company with credit card(s) information for payment on the Client's account, the Company shall be authorized to charge the Client's credit card(s) for any unpaid charges on the dates agreed.

(b) If the Client uses a multiple-payment plan to make payments to the Company, it shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. The Client shall not make any chargebacks to the Company's account or cancel the credit card that is provided as security without the Company's prior written consent.

(c) The Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. The Client shall not change any of the credit card information provided to the Company without notifying the Company in advance.

6. NO RESALE OF SERVICES PERMITTED

(a) The Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including program materials), use of the Program, or access to the Program.

(b) This agreement is not transferable or assignable without the Company's prior written consent, where such consent may be withheld at the Company's absolute discretion.

7. NO TRANSFER OF INTELLECTUAL PROPERTY

(a) The Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and with a single-user, non-transferable, revocable license.

(b) The Client agrees that he/she will not use any of the Company's intellectual property, including without limitation the Company's copyrighted and original materials, for the Client's business purposes.

(c) The Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from the Company electronically or otherwise without the prior written consent of the Company.

(d) All intellectual property, including the Company's program materials, shall remain the sole property of the Company.

(e) No license to sell or distribute the Company's materials is granted or implied by the enrollment or by the payment of any fees.

8. LIMITATION OF LIABILITY

(a) By enrolling in the Program and using the Company's services, the Client releases the Company, its officers, employees, directors, affiliates and related entities from any and all damages that may result from the provision of the services to the Client.

(b) The Program is an educational/coaching service only.

(c) The Client agrees that he/she accepts any and all risks, foreseeable or unforeseeable, arising from such services.

(d) All claims against the Company must be lodged within 100 days of the date of the cause of action arising or otherwise the right of action is forfeited.

(e) The Client agrees that the Company will not be held liable for any damages of any kind resulting or arising from the provision of the services including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Company's services or enrolment in the Program.

(f) The Client agrees that he/she uses the Company's services at the Client's own risk and he/she will take complete responsibility for his/her results.

9. DISCLAIMER OF GUARANTEE

(a) The Client accepts and agrees that she/he is entirely and solely responsible for her/his progress and results from the Program.

(b) The Client accepts and agrees that the Company cannot control the Client's responses to the provision of the services under this Agreement.

(c) The Company makes no representations or guarantees whatsoever regarding performance of this Agreement other than those specifically stated herein.

(d) The Company and its affiliates disclaim, as far as is permitted by law, the implied warranties of titles, merchantability, and fitness for a particular purpose.

(e) The Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same or similar results.

10. PROGRAM RULES

(a) To the extent that the Client interacts with the Company staff and/or other Company clients / partners, the Client agrees to behave, at all times, courteously and respectfully.

(b) The Client agrees to abide by any Program rules and/or regulations presented by the Company.

(c) The failure to abide by the Program rules and regulations shall be a material breach of this Agreement and therefore sufficient cause for immediate termination of this Agreement by the Company.

(d) In the event of such termination, the Client shall not be entitled to refund of any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

(e) The Client should use all sessions in the time frame stated by the program purchased. If the time frame ends, the client will not be able to use their missed sessions.

(f) In the event of a no-show session, the Company has all the right to mark that session as a 'missed' session and will be counted, unless notified 24 hours before to the Company by the Client.

(g) Delivery of content and sessions will be held via Zoom, and if warranted, in person. The Company takes no responsibility and is not liable to give compulsory sessions in person.

11. USE OF PROGRAM MATERIALS

(a) The Client consents to recordings being made on this Program, as well as note taking during sessions.

(b) The Company reserves the right to use, at its sole discretion, program materials, videos and audio recordings of the program, and materials submitted by the Client in the context of the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by the Company, without compensation to the Client.

(c) The Client consents to his/her name, voice, and likeness being used by the Company for future lecture, teaching, and marketing materials, and further other goods/services provided by the Company, without compensation to the Client or need for further agreement by the Client.

12. NO SUBSTITUTE OF MEDICAL TREATMENT

(a) The Client agrees to be mindful of his/her own health and well-being during the provision of any services and to seek appropriate medical treatment (including, but not limited to, psychotherapy) if needed.

(b) The Company does not provide, and does not hold itself out as providing, medical, therapy, or psychotherapy services.

(c) The Company is not responsible for any decisions made by the Client as a result of the coaching and any consequences thereof.

13. NO SUBSTITUTE FOR LEGAL OR FINANCIAL ADVICE

(a) The Client agrees to be mindful of his/her own legal and financial well-being during the provision of any services and to seek appropriate legal counsel and / or financial advisory if needed.

(b) The Company does not provide, and does not hold itself out as providing, legal or financial services.

(c) The Company is not responsible for any decisions made by the Client as a result of the coaching and any consequences thereof.

14. TERMINATION

(a) In the event that the Client is in arrears of payment or otherwise in default of this Agreement, all payments due hereunder shall be immediately due and payable.

(b) The Company shall be allowed to immediately collect all sums due from the Client and to terminate this Agreement without providing further services to the Client.

(c) In the event that the Client is in arrears of payments to the Company, the Client shall not be permitted to use or receive any of the Company's services or to participate in any Program.

15. CONFIDENTIALITY

(a) The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs.

(b) The Company agrees not to disclose, reveal or make use of any Confidential Information of the Client, during discussion with the Client, the coaching session with the Company, or otherwise, without the written consent of the Client.

(c) The Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

16. DISPUTES

(a) In the event that a dispute arises between the Parties, then the Parties agree and accept that they will negotiate in good faith to settle such dispute. If, after a

reasonable period of negotiation, the dispute is not settled then either party may commence further action in the venue stated below.

(b) In the event of a dispute between the Parties, the Parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

17. INDEMNIFICATION

(a) The Client shall defend, indemnify, and hold harmless the Company, the Company's shareholders, trustees, affiliates, employees, subcontractors and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the service(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by the Company, or any of its shareholders, trustees, affiliates, employees, subcontractors and successors.

(b) The Client shall defend the Company in any legal actions or the like arising from or related to this Agreement where such action brought by a third party for or on behalf of the Client.

(c) The Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates, employees, subcontractors and successors shall not be held personally, individually or collectively, responsible or liable for any actions or representations of the Company.

18. CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this Agreement and any materials used by the Company, the Company's representatives, or employees, the provisions of this Agreement shall prevail.

19. OTHER TERMS

(a) Upon execution by signing this document, the Parties agree that any individual, associate, and/or assign shall be bound by the terms of this Agreement.

(b) An electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

Kathryn Cartini

Coach

Date:

Elizabeth Branch

Client

Date: