

TERMS & CONDITIONS

MERMEDICINE, LLC

This AGREEMENT (“Agreement”), effective as of the date purchased, sets forth the terms and conditions of your purchase or membership with MERMEDICINE, LLC.

1) COACH SERVICES TERMS.

Coach will perform specific coaching related services for Client as outlined in the Overview of Client Specific Services document included in Client’s registration packet..

The services outlined in the Overview of Client Specific Services, shall be incorporated herein by reference and collectively referred to as “**services**.” Additional services, sessions, or programs agreed upon between Coach and Client, may be added and incorporated with this Agreement by additional Attachment.

Nothing in this Agreement will be deemed to require Coach to undertake any act or perform any services which in its good faith judgment would be misleading, false, libelous, unlawful, in breach of a contract, or otherwise prejudicial to Client’s or Coach’s interests.

2) PAYMENT TERMS.

(a) Payment for Sessions. Client must pay for any future session at the time of booking.

(b) Payment for a Program or Package. Programs and packages are to be prepaid on a monthly, bi-monthly or weekly schedule as outlined in Attachment A: “Overview of Client Specific Services.” Client will make their first monthly payment at the time of signing this Agreement. The application of that payment begins on the day of signing and continues till the same day on the following month. (ie. If Client starts a program by signing this Agreement and making their first payment on July 14th, the payment will be good for July 14th to August 14th. On or before August 14th, the next month’s payment will be due).

(c) Payment Methods. All payments are to be made by credit or debit via Coach’s Stripe payment processing service.

(d) Payment by Payment Plan. If Client has selected to pay as part of a payment plan, a 10% processing fee will be added to their total owed and all payments must be set up as a prescheduled auto-pay subscription as outlined in Attachment A: “Overview of Client Specific Services.”

(e) Payment Methods. All payments are to be made by credit or debit via Coach’s Stripe payment processing service.

(f) Missed Payments. In the event Client fails to make any of the payments within Client's agreed upon payment plan schedule, Coach reserves the right to immediately disallow participation by Client until payment is made in full. Sessions or services missed during periods of disallowment due to nonpayment will be treated as Forfeit, will not be refunded or rescheduled, and will be considered fulfilled by Coach. If Client does not commence with payment after 30 days, Coach reserves the right to take action which may include early termination of agreement and/or use of a 3rd party service to report and collect the debt.

3) TERM AND TERMINATION.

(a) Term. This agreement will commence on the date purchased and shall end based on the session or program details according to the product or program purchased.

(b) Termination. Client is free to cancel or discontinue the relationship at any time with a requested 2-week window of notice. By providing notice Coach is able to ensure that the relationship is resolved powerfully and that Client is provided with any resources applicable for their next step.

(c) No Refunds. Due to the nature of the Coaching relationship, Coach does not offer refunds once any portion of any service has been provided. Client is responsible for full payment of ALL payments and fees for the entire program or package, regardless of whether or not Client completes the program. If Client is unable to use the sessions or services provided for any reason, Client understands that these fees remain non-negotiable and non-refundable.

4) ATTENDANCE, CANCELATIONS AND NO SHOWS.

From time to time, circumstances may require that either Coach or Client reschedule a session. Client acknowledges that to ensure the integrity of the coaching relationship, the success of both parties and the effective operation of the company, Coach holds the following policies relating to attendance and rescheduling.

(a) Rescheduling. As availability is limited, advance notice of cancellation is required to reschedule. A session may be rescheduled only if cancelled at least 48 hours before the originally scheduled date. If a session is cancelled with less than 48 hours' notice, it will not be rescheduled.

(b) Availability. Due to limited availability, rescheduling may occasionally result in more than one session per week. Session availability may also be impacted by outside circumstances, such as holidays and vacations of either party.

(c) Late Policy. A 10-minute grace period is applicable to all sessions. After 10 minutes, if Client has not shown up to the agreed upon meeting space for his/her/their session, the session will be considered Forfeit for No Show.

If at any time Client arrives ten minutes or less late, their session end time will remain as scheduled. For example, if Client is ten minutes late for an hour session, their session time will be adjusted to 50 minutes and will end at the originally scheduled end time.

(d) No Shows. No Shows for booked sessions will not be refunded or rescheduled, and the session is considered fulfilled.

(e) Make Up Sessions. Sessions lost due to no show or failure to comply with the cancellation policy, may be made up with the purchase of additional sessions added a la carte. Make up sessions purchased in this manner must be purchased at regular price. No discounts or special rates will apply.

(f) Coach-Initiated Cancellations. Should coach need to cancel a session at any time due to circumstances outside of her control (including but not limited to family emergency or health related circumstance), Client will be given priority for rescheduling. This is not to be deemed by either party as a breach or termination of this Agreement.

5) MUTUAL CONFIDENTIALITY AND PRIVACY.

(a) Confidentiality. The coaching relationship and all matters discussed within (documented and verbal), are confidential. However, Coach may under certain circumstances need to suspend confidentiality of Client. Reasons for this include but are not limited to the following: (i) Client reports imminent suicidal or homicidal ideation. (ii) Client reports abuse or neglect of a child, dependent or older adult. (iii) Client reports anything that causes Coach concern for the health and safety of Client or others. (iv) Coach is ordered by a court of law to do so.

Coach shall retain the right to share stories, results, and testimonials on Coach's website, social media, and other publications including but not limited to online articles, interviews, blog posts or books. Coach will keep Client names, residence, and any other potentially identifying information anonymous and confidential, unless both parties agree in writing to disclosure.

Coach holds the rules and regulations of HIPAA (Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013) to the highest regards. Coach understands that any and all medical information or documents shall be held confidential, kept in privacy, and not disclosed to any outside parties.

(b) Session Recordings. Client consents to the recording of any or all sessions between Coach and Client or within a group setting, for education, training, or certification purposes including but not limited to mentor coaching support.

(a) Proprietary or Confidential Information. The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under

court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party.

The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Coach and Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

6) GROUP COACHING RULES

Clients who are being coached in a group setting (for one or more sessions) shall adhere to safe space and common respect rules that are detailed in a required "Group Coaching Rules" agreement to be signed by all involved. These rules include respecting the privacy of other clients and not facilitating or participating in shaming, bullying, or trolling both in person or online. Client acknowledges that should these rules not be followed, Coach reserves the right to remove Client and terminate the Contract if needed. Under such circumstances, Client will not be entitled to a refund. Coach will maintain any and all paid funds received from Client up to that time.

7) RECORD RETENTION POLICY

Client acknowledges that the Coach has disclosed her record retention policy with respect to documents, information and data acquired or shared during the term of the Coach-Client relationship. Such records will be maintained by Coach in a format of the Coach's choice (print/digital/electronic) for a period of no less than 3 years.

8) LIMITED LIABILITY

(a) Warranties and Representation. Coach is committed to creating a safe, confidential space for Client to learn and grow in. Coach is convinced that Client will derive great benefits from participation in their agreed upon program or package of services and is dedicated to helping Client become as successful as possible. However, Client understands that Coach does not guarantee or represent in any way that Client or Client's business will attain a certain level of physical or mental growth, change, or success either in the short-term or long-term. Client and Client's business's success depends on many factors, including but not limited to Client's personal motivation, time commitment, how effectively Client implements practices and strategies discussed. None of the stories shared or examples used at Coach's events, in materials, on her website, on social media, or during emails or calls are a guarantee of any particular result or success. Coach disclaims any express or implied promise or representation other than those contained in this Agreement.

(b) Indemnification. Client agrees to indemnify, save and hold harmless Coach from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties

under this Agreement. Client acknowledges that any actions stemming from Coach advice that inspire the Client to illicit, solicit, or cause immoral, dangerous, or illegal behavior to themselves or other parties, any damages shall solely become the responsibility (financially, legally, and otherwise) of the Client themselves.

(c) Health and Wellbeing. Client acknowledges that any services provided by Coach do not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and are not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. Client understands that it is Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and Coach.

Client further acknowledges that statements provided by Coach at any time during the coaching relationship, on her website, blog or social media accounts, either verbally or in print, in public areas or via private communication with regard to any or all of Coach's beliefs, background, research, teachings, product reviews or recommendations, client inquiries and/or services provided, have not been substantiated by the legal, medical or mental health professions or the Food and Drug Administration. Client understands that Client is the expert on their own life and are therefore exclusively responsible for making all decisions related to their own health and wellbeing as well as deciding how to interpret information, incorporate practices and principals or implement choices presented through communication with Coach both minimally as a prospective client, as a follower, as a contracted client, or in any other capacity.

9) OWNERSHIP

(a) Work Product. All Materials developed or prepared by Coach for Client hereunder that are subject to copyright, trademark, patent, or similar protection shall become and remain the property of Coach. If for some reason during Client's services, title or intellectual property ownership becomes the Client's instead of Coach's, the Client agrees to assign it back to the Coach.

(b) Third Party Licenses. It is understood that Coach often licenses materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor, and Client agrees that it remains bound by the terms of such licenses and that it does not obtain proprietary rights in such third party materials beyond the terms and conditions contained in the pertinent license. Coach will keep the Client informed of any such limitations.

(c) Coach Materials. Notwithstanding any other provision of this Agreement, Coach shall retain all right, title and interest in and to, including any intellectual property rights with respect to, any data, designs, processes, specifications, software, methodologies, know-how, materials, templates, videos, webinars, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by Coach or its licensors, and regardless of whether incorporated in any Work Product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to Client's unique requirements; or (iv) if generally applicable, non-site specific and

unrelated to the “look and feel” of the Materials or other deliverables, in connection with the Services (or partially in connection with the Services) (collectively, “**Coach Materials**”).

10) WAIVER.

The failure of any party to seek redress for violation of or to insist upon strict performance of any agreement, covenant or condition of this Agreement shall not constitute a waiver with respect thereto or with respect to any subsequent act.

11) DISPUTE RESOLUTION.

(a) Mediation. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 60 days of the raised issue before resorting to arbitration, litigation, or some other dispute resolution procedure. Parties shall appoint an agreed upon third party neutral which experience mediating business related disputes.

(b) Non-Disparagement. In the event of a dispute between Coach and Client, Client agrees to not engage in any conduct or communications, public or private, designed to disparage Coach or the programs or services provided by Coach, outside of thoughts and opinions shared as requested by law or arbitration as part of the legal process.

12) APPLICABLE LAW.

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of Oregon, without regard to its conflict of laws rules or choice of law principles. Exclusive jurisdiction and venue for any claims made by either party against the other shall be within the state and federal courts located in the State of Oregon.

13) NO THIRD PARTY BENEFICIARIES.

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

14) ASSIGNMENT.

Except as may be necessary in the rendition of the Services as provided herein, neither Coach nor Client may assign any part or all of this Agreement, or subcontract or delegate any of their respective rights or obligations under this Agreement, without the other party’s prior written consent. Any attempt to assign, subcontract, or delegate in violation of this paragraph is void in each instance.

15) PARAGRAPH HEADINGS AND CAPTIONS.

Paragraph headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

16) SEVERABILITY.

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law, and the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated by this Agreement can be consummated as contemplated.

17) FORCE MAJEURE.

Neither Client nor Coach shall be liable to the other for any failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including, without limitation, an Act of God, war, strike, or fire; but due diligence shall be used in curing such cause and in resuming performance.

18) INDEPENDENT CONTRACTORS: NO PARTNERSHIP OR JOINT VENTURE.

Client and Coach agree that Coach shall perform its duties under this Agreement as an independent contractor. Furthermore, Coach is not a true party of interest of Client, and therefore, limited in its control over Client's business management. In no way does this agreement become or suggest a business partnership, joint venture, or employer/employee relationship.

19) SURVIVAL.

Provisions of this Agreement, the performance of which by either or both parties, or by their sense and context, are intended to survive, will survive the completion, expiration, termination or cancellation of this Agreement.

20) ENTIRE AGREEMENT.

This Agreement and the Schedules attached hereto constitute the entire agreement between Coach and Client relating to the subject matter hereof and supersedes any prior agreements or understandings between them. This Agreement may not be modified or amended unless such modification or amendment is agreed to by both Coach and Client in writing.

By clicking "I accept the Terms and Conditions," Client agrees to be legally bound and abide by this Agreement. If Member does not comply or breaches any of the terms and conditions, Coach reserves the right to cancel this Agreement and terminate Client's access to the any of Coach's Fee-Based Products without prior notice. In the event of any breach, Client agrees that MerMedicine, LLC shall not be liable to Client or any third-party for any termination or cancellation of Client's access to or use of, Coach's Free and/or Fee-Based Products and will remain responsible for any monies owed.