

# BestSelf® Reset, Renew & Restore

## COACHING CONTRACT

Please read carefully. By purchasing this product you (herein referred to as “Client”) agree to the following terms stated herein.

### PROGRAM/SERVICE

BestSelf® (herein referred to as “Company”) agrees to provide Program, Reset, Renew & Restore (herein referred to as “Program”) identified in online commerce shopping cart. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

### DISCLAIMER

Kate Greemann (herein referred to as “Consultant”) and Company, is not an employee, agent, nurse, doctor, practitioner, medical professional, registered dietician, certified nutritionist, or professional therapist. Client understands that Consultant has not promised, shall not be obligated to and will not guarantee; (1) permanent change (2) altered or fixed habits (3) suggest or prescribe a medical diagnosis (4) treat or cure any said conditions (5) provide advice with regard thereto provide service as licensed therapist by providing therapy.

### FEES

The fee for the Coaching Program has the following options:

A payment of \$300.00 will be collected once the Client receives a BestSelf® official invoice. BestSelf® offers payment plans if

necessary. Consultant is not required to continue the program if Client has any outstanding balances. If Client purchases Juice Plus+ products Client understands that products are sold separately.

If for any reason BestSelf, LLC is offering a special discount/promotion for a limited time, then that replaces the above.

## METHODS OF PAYMENT

If Client elects to pay by monthly installments, Client authorizes the Company will request Client's payment on original invoice by the course start date. If Client elects to pay in full, Client may pay the entire balance provided on invoice. Payment can be collected inside the Venmo App at @BestSelfKate or by a physical check made to BestSelf, LLC.

## REFUND POLICY

In the event that you decide your purchase was not the right decision, within 3 days of enrollment, contact our support team at [hello@bestselfkate.com](mailto:hello@bestselfkate.com) and let us know you'd like a refund within 3 days of your purchase.

Notes about our refund policy:

1. Within the first 3 days from original date of purchase, you can request a refund.
2. No refunds will be given after 3 days from the original date of purchase. After day 3, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless if you use the information or not.

3. All refunds are discretionary as determined by BestSelf®. If you download all the materials, take advantage of the special deals/ discounts, and then ask for a refund, we reserve the right to deny your request. Why? Our generous refund policy was built to give people the opportunity to see if the Program is a good fit for their business. Stealing the material is NOT covered under this policy.

To further clarify, we will not provide refunds after the 3rd day from your date of purchase (not even one day afterwards) and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

If you have any questions or problems, please let us know by contacting our support team directly. Support can be reached at [hello@bestselfkate.com](mailto:hello@bestselfkate.com)

## CONFIDENTIALITY

By entering into this relationship, Company and Client acknowledge that the Client desires to make a long-term change or some type of improvement in his or her life. Long-term change can often take time to implement and sustain. The pace of change is uncertain and varies amongst individuals. As such, Company and Client agree to a minimum of a 17 day relationship. Client understands that said Program is a collaborative process. The Program experience supports the Client in establishing their BestSelf®. The Company and Client relationship is strength-based, forward-looking, and collaborative. The Program agenda is developed and implemented in partnership between the Client and Company. The role of the Company is to help

the Client progress toward achieving a goal or variety of goals. The Client agrees to fully engage in the Program experience.

## NO TRANSFER OF INTELLECTUAL PROPERTY

Company's program includes materials that have been provided to Client and are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's program and/or program materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied. By purchasing this product, Client Agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, and of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

## CLIENT RESPONSIBILITY

Program is developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that

because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. Company assumes no responsibility for errors or omissions that may appear in any program materials.

## LIMITATION OF LIABILITY

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") from any and all damages that may result from any claims arising from any agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

## ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

## MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website and purchasers shall be notified.

## TERMINATION

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

## INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys 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 product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of my payment for the right to participate in Company's Programs, the undersigned, my heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Company and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (hereinafter "Releases") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in a equity arising from my participation in the Programs.

## DUTY TO READ

I accept that under this agreement, I have a duty to read this terms of participation policy, and have done so. Furthermore, I understand and accept that I am precluded from using lack of reading as a defense against all remedies contained herein. Required\*

**\*Client Signature:** \_\_\_\_\_

**\*Date of Signature:** \_\_\_\_\_