

## **Intimate IQ CLIENT AGREEMENT**

Coach and Client voluntarily and willingly agree to the terms and conditions as follows:

**I am delighted that you, \_\_\_\_\_ (“you” or the “Client”) have chosen to receive sex and relationship coaching services from me, Intimate IQ (“I,” “me” or the “Practitioner”).** This Client Agreement (the “Agreement”), will describe the relationship between you and me with respect to the services that I will be providing to you.

### Sex and Relationship Coaching

Somatic (body-based) coaching differs from other therapy in that it emphasizes your connection to your body. It also emphasizes the importance of experiences (as opposed to thoughts) as the central vehicle towards deeper freedom and choice. During our work together, there will be times when I invite you to experiment with yourself, your partner (if you are coming in as a couple) and with me around emotions, touch, intimacy, and connection. All of these experiments are in service of you having a deeper understanding of your own internal process. Touch is only used with your permission and you have the right to stop or change AT ANY TIME, for any reason, any touch or experience in which we are engaging. I will respond to your request respectfully and without question. In online sessions, the same consents apply.

While the focus of our work together is the improvement of your sexual and relational life, there may be other areas of your life (i.e. work, school, family history, etc.), which inform your sexual and relational well-being so we may need to discuss these and other realms in order to help you move through relationship and intimacy blocks. I am NOT a licensed psychotherapist and am not required to be licensed in order to practice sex coaching.

The Practitioner and the Client hereby agree as follows:

### FEES

Client agrees and acknowledges the cost of the Program. Sessions are 75 minutes long and the fee for each session is \$\_\_\_\_, or \$\_\_\_\_ for \_\_\_\_ sessions/75 minutes. Sessions are conducted via Zoom or WhatsApp. Longer sessions, as agreed-upon by mutual consent, may be arranged on a pro-rated basis. Fees are periodically adjusted at the beginning of a new calendar year. You will be informed in advance of any fee increases. If for any reason you are unable to continue paying for services, please let me know in advance and I will help you consider options that may be available to you. Client further agrees and acknowledges that changing his/her mind about the Program, not experiencing the results he/she expected or desired, failing to follow the details of the Program shall not entitle the Client to a refund.

### PAYMENT POLICIES

Payment is due 24 hours before beginning the first coaching session. I accept cash and credit cards. Any invalid credit card charges will incur additional bank and/or processing fees. I am not part of any in-network insurance panels and you should not expect any of the services to be covered or reimbursed by insurance or through a flexible spending account. You assume full responsibility for and agree to pay all costs, charges, and expenses for services rendered under this Agreement. Client acknowledges and agrees to the Terms and Conditions of the Payment Provider. Client agrees that, absent a payment plan, the full amount of the Program is due in full before Coach shall release any Services or Program Materials included with Program.

### CANCELLATION AND LATE APPOINTMENTS

In order to cancel or reschedule an appointment, please notify me at least **24** hours in advance of your appointment in order to reschedule. You understand that sessions that begin late due to delays on your part cannot be extended or rescheduled. Sessions will be canceled if you are more than 15 minutes late to the scheduled session.

As a courtesy, I will attempt to provide 24 hours' notice to clients if I need to cancel a session. If I need to cancel, I will offer to reschedule with you.

### **MY AVAILABILITY: EMERGENCIES**

Telephone and email contact in-between sessions for scheduling purposes is welcome. If you want to call or email about a coaching issue, I will attempt to keep those contacts brief due to the belief that important issues are better addressed within regularly scheduled sessions unless you have agreed on email, phone or Zoom sessions. I may need to communicate with you by telephone, email, mail or other means. Please be sure to indicate your preferences and let me know if you have any restrictions.

**In the event of a medical emergency or an emergency involving a threat to your safety or the safety of others, please call 911 to request emergency assistance.**

### **PROFESSIONALISM AND CONFIDENTIALITY**

The relationship between you and me is a professional relationship which means that all interactions will stay within the boundaries of the method and the boundaries of pre-scheduled session times.

I know sexuality can be a very personal topic and I want to assure you that your identity as a client and all you say in sessions is confidential. Aside from financial records, any notes I keep about you for our records will not have your name or identifying information associated with them.

The term "Confidential Information" as used in this Agreement shall mean any and all trade secrets and any and all data or information not generally known outside Coach whether prepared or developed by or for Coach or received by Coach from any outside source or Client. Without limiting the scope of this definition, Confidential Information shall include, but is not limited to coaching strategies, exercises, workbooks, trainings, videos, other methodologies Client learns as a result of working with Coach, plans or outlines for future programs or packages, information contained in documents or any other original work created by Coach, and any and all other intellectual property. All Confidential Information and copies thereof are the sole property of Coach. Notwithstanding the foregoing, the term Confidential Information shall not apply to information that Coach has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

Client further agrees that any and all Confidential Information learned as of the start date of this program shall survive the termination, revocation, or expiration of this Coach-Client relationship and Agreement.

### **INTELLECTUAL PROPERTY RIGHTS**

Our Program, Program Materials, Modules, Emailed support, Voxer support or any other content created by Coach for Client under this agreement, or any content derived from, are the property of Coach and/or our affiliates or licensors, and are protected by US Patent and Trademark laws, copyright laws and other intellectual property laws. When you use the Program you are agreeing that you are clearly and expressly prohibited from copying, sharing or otherwise using the Program Materials in whole or in part.

As a Licensee of our Programs and Services, you understand and acknowledge that all materials have been created, curated and developed by Coach using significant time, effort, expenses and investment and that as such, all material is a valuable and unique asset belonging to Coach and shall not be used in an improper or unauthorized manner. You will not use our Programs or Program Materials in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.

By enrolling in, purchasing or engaging our Programs and Services, you specifically acknowledge and agree that you are expressly prohibit from the following:

- You shall not engage in improper and/or unauthorized use of our Program or Services, which includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling,

creating derivative works, exploiting, or distributing in any manner or medium (including by email or any other electronic means) any materials or any other information accessed or purchased through our Program or Services, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money.

- You shall not participate in the following:
  - Copying, sharing, adapting, stealing, duplicating, sharing, trading, reprinting, republishing, selling, distributing, modifying, reproducing, uploading, posting, transmitting, translating, or creating derivative works related to our Program or Services.
  - Representing yourself out to be the creator of our Program, Services or Program Materials in whole or in part.
  - Engage in any activity using our Program and Services for your personal use, in a business/commercial use or in any way that earns you money.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs, Services or Program Materials as set forth in this Client Agreement is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law. You further agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

Any trademarks, taglines, and logos displayed on Program Materials are trademarks belonging to us. All trademarks reproduced in this Website, which are not the property of, or licensed to us, are acknowledged on the Website. Any use including framing, meta tags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein.

For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times. Any marketing or promotional tools and/or Program, Product or Service titles or any other title or information of ours bearing the trademark symbols (™) or ® may not be used by you for any reason without our express written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

### **OUR LIMITED LICENSE TO YOU**

Our Programs and Services are protected by copyright, trademark, and other intellectual property laws, and the content in such is solely owned by or licensed to us, unless otherwise indicated. This content includes, but is not limited to, the design, layout, look, appearance, graphics of our Program Materials or any other material or aspects of Materials provided by us to you. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of this Agreement.

By purchasing, downloading or accessing our Program, Services and Program Materials, you are being granted a limited license and as such are considered to be a Licensee. As a Licensee, you are granted the expressed permission to download, print and participate in any of our Programs or Services for your personal use and are expressly prohibited from sharing the Program, Service or Program Material with friends, family, colleagues, etc.

### **YOUR LICENSE TO US**

By posting or submitting any material on or through our Programs, Services or Program Materials, such as comments, posts, photos, images or videos or other contributions, you are representing that you are the owner of all such materials and you are at least 18 years old.

### **ASSUMPTION OF RISK & DISCLAIMER**

You certify that you voluntarily agree to receive these services. You understand and acknowledge that sex and relationship coaching by their very nature, carry with them certain inherent risks that cannot be eliminated. You understand and acknowledge that, regardless of the care taken by Practitioner, I/Practitioner cannot guarantee your safety, health or well-being, or any specific results. You expressly assume and accept sole responsibility for your health and safety and for any and all injuries that may occur. You understand that you must inform Practitioner of any medical conditions, medications or other factors that may affect your ability to safely receive the services.

You agree that to the fullest extent permitted by law, Practitioner shall not be liable to you for any injury, harm, loss or damage that you may suffer as a result of your receiving the services or of any activity contemplated by this Agreement. You hereby agree to waive any claim against Practitioner for any injury, harm, loss or damage that you may suffer as a result of your receiving the services or of any activity contemplated by this Agreement.

As a Licensee, you agree that using our Programs, Services and Program Materials are done at your own risk and acknowledge that these Programs, Services and Program Materials are for informational and educational purposes only. You assume all risks. Coach makes no guarantees related to improvements or decline in physical and/or mental health, interpersonal relationship, emotional wellbeing and career in any way related to the use of this Program, Services and Program Materials. Our Program, Services and Program Materials are merely to provide you with education and tools to help you make your own decisions for yourself with regard to your physical, emotional and mental wellbeing. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Program, Services and Program Materials.

You hereby assume all risks of participating in all Programs, Services and Program Materials, including but not limited to, any discussion regarding intimacy, sexuality, human anatomy, sexual desires, nudity, orgasms and/or erotic language, any risks that may arise from the negligence or carelessness of Company. You further agree and acknowledge that your participation in any and all Programs, Classes, Products and Services are done voluntarily and in acknowledgement of the potential risks involved.

We take every precaution to protect our Program, Services and Program Materials, however, we cannot completely ensure or warrant the security of our Program, Services and Program Materials. Coach makes no assurances about the ability to prevent any loss or damage to you, or any other person, Coach or entity arising out of the use of our Program, Services and Program Materials and you agree and acknowledge to assume the risk in using our Program, Services and Program Materials. You assume and accept the risk of not achieving any results (or less than desirable results) from participating in Coach's Program, Services or Program Materials.

Coach expressly excludes any and all liability for direct, indirect or consequential loss or damage incurred by you or others by using or in connection to our Program, Services and Program Materials, to the fullest extent of the law, including but not limited to any liability for any accidents, delays, injuries, harm, loss, damage, death, disability, personal injury, mental harm including eliciting trauma, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

You specifically acknowledge and agree that Coach is not liable for any defamatory, offensive or illegal conduct of any other Program, Services or Program Materials participant or user, including you.

#### **MEDICAL DISCLAIMER**

Coach's Program, Services and Program Materials are not, and in no way should, be perceived as or relied upon in any way as medical or mental health, sexual or intimacy advice. The information contained in this Program, Services and Program Materials are not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read in our Program, Services and Program Materials, or received from us. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. We are not giving medical, psychological, or religious advice whatsoever.

You acknowledge that the Program, Services and Program Materials, may require touching and/or role-playing exercises and agree to such touching and/or role playing and that it is your right and responsibility to cease using such Program,

Services and Program Materials. You further acknowledge that the Activities may be potentially hazardous, elicit trauma and/or cause injury. You further agree that You are solely responsible for your emotional and physical wellbeing in using Coach's Program, Services and Program Materials. If You are under the care of a medical doctor and/or mental health professional, You represent and warrant that You have made members of my care team aware of your intended participation in the Program, Services and Program Materials and they have approved of such use.

### **HEALTH: CONSENT TO TREATMENT**

By signing below, you voluntarily consent to coaching, treatment or evaluation performed by me. This consent for treatment is valid for all services that are provided from the date that you sign this Agreement until services are terminated. You understand that you can revoke this consent for treatment at any time in writing (an email can serve this purpose) to me.

You represent that you are physically and mentally sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent you from receiving the services or that would risk your health or well-being while receiving the services. You agree to notify me of any changes in mental or physical health or life circumstances that may affect your treatment.

### **TREATMENT REFUSAL/TERMINATION**

You acknowledge that at any time you can suspend or refuse to implement any and all recommendations or instructions made by me. You agree to take responsibility for and keep all of your own physical and emotional boundaries within sessions and immediately inform me if anything is happening in the session that makes you feel uncomfortable.

The ongoing commitment to the relationship between you and me will always be treated with utmost importance and I will make every effort to maintain a mutually healthy working relationship and ask you to do the same. That being said, either your or I are free to terminate this agreement at any time for any reason. If you would like to continue coaching or start some form of therapy, I will make every effort to assist with transitioning to a different service Practitioner if a client is discharged from services. No services shall be started or ended without written notification.

### **WARRANTIES DISCLAIMER**

Coach makes no warranties as to our Program, Services and Program Materials. You expressly agree and acknowledge that our Program, Services and Program Materials are provided "as is" and without warranties of any kind expressed or implied. Pursuant to all applicable law, Coach disclaims all warranties, express or implied, to the fullest extent of the law, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, we do not warrant that our Program, Services and Program Materials will be correct, uninterrupted, function, appropriate or error-free, that defects will be corrected, or that any part of the website, content, link, materials or otherwise will be free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our Program, Services and Program Materials or on third-party websites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

### **INDEMNIFICATION**

You agree at all times to defend, indemnify and hold harmless our Coach, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Program, Services or Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in this Client Agreement or in any other agreement with us.

### **LIMITATION OF LIABILITY**

We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Programs, Services or Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners,

staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Programs, Services or Program Materials, or in any way or in any location. In the event that you use our Programs, Services or Program Materials or any other information provided by us or affiliated with us, we assume no responsibility.

### **RELEASE OF CLAIMS**

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Program, Services or Program Materials, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs, Services and Program Materials that you are waiving certain legal rights and you are voluntarily agreeing to do so.

### **DISPUTE RESOLUTION**

It is the intent of Coach that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at Jenn@intimateiq.com and include all of your reasons for dissatisfaction with your Program. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Program, Services and/or Program Materials you are agreeing to a modification of the statute of limitations such that any arbitration must begin within (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in Tucson, AZ, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Coach, or any of our Program or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

### **GOVERNING LAW**

This Client Agreement shall be governed by the laws of the State of Arizona, regardless of the conflict of laws principles thereof.

This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**Dated:**

**JCP, INTIMATE IQ LLC**

**Coach:**

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**Dated:**

**Client:**

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