

Unburden LLC Terms and Conditions of Coaching Service

This document sets out the terms and conditions of the Coaching Service (the Service) provided by:

Unburden LLC (the Company), registered in the State of Ohio, USA, Entity # 4538651, operating address 10460 Carriage Trail, Cincinnati, Ohio, USA,

to:

The Client.

The Client is the person who attends the coaching session. If a third-party is paying for the Service, the Client must ensure that payments have been made in full prior to attending the coaching session(s) in accordance with this document. Failure to comply may result in the immediate termination of services.

By together making a Confirmed Booking for the Service the Client and the Company agree to abide by the terms and conditions set out in this document. A Confirmed Booking is one which has been requested by the Client and agreed by the Company and for which payment has been received in full into the Company bank account.

Description of Coaching: Coaching is a partnership (defined as an alliance, not a legal business partnership) between the Coach (an employee or contractor of the Company) and the Client in a thought-provoking and creative process that inspires the Client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional, or business goals by the Client in order that they may develop and carry out a strategy/plan for achieving those goals.

1) Coach-Client Relationship

- a. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (<https://coachingfederation.org/code-of-ethics>). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

- b. The Client is solely responsible for their own physical, mental and emotional well-being, choices, decisions, actions and results arising out of or resulting from the coaching relationship, the coaching sessions and other interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. The Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

- c. The Client further acknowledges that he/she may terminate or discontinue the

coaching relationship at any time.

D. The Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client's responsibility.

E. The Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is 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 and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If the Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands for the coaching relationship to be effective, the Client is required, and agrees to, communicate honestly, be receptive to feedback and assistance and create the time and energy to participate fully in the sessions or program.

2) Services

The parties agree to engage in one-to-one Coaching Sessions in accordance with the Booking Confirmation documents. Meetings will be via the Zoom virtual platform, unless an alternative communication method is agreed. Telephone voice calls will be used as a backup if technical difficulties are experienced with the preferred meeting platform.

The Coach will be available to the Client by e-mail and text message in between scheduled Coaching Sessions for the purposes of requesting changes to scheduled sessions or requesting additional sessions. The Coach will endeavor to respond to such requests within 24 hours unless notification has already been given to the Client of a scheduled absence. In the unlikely event that the Client requests additional services outside the scope of the Coaching Sessions, such as reviewing documents, reading or writing reports these will be billed to the client for pro-rated hours based on the Standard Coaching Fee published on the Company website (<https://www.unburdennow.com/fees>).

3) Schedule and Fees

The fees for the Service are set out on the Company website (<https://www.unburdennow.com/fees>) and are valid for the duration of the confirmed bookings.

Payments for the Services must be received into the Company's bank account in advance of the Coaching Session(s). Invoices for requested bookings will be issued via email and are due upon receipt. Payments will be made online and in USD (\$) unless an alternative

method of payment is agreed in advance of service with the Company. Receipt of payment into the Company bank account will be treated as the Booking Confirmation and acceptance of the terms and conditions set out in this document. If payment is not received in the Company bank account prior to the requested session start time the Company reserves the right to cancel or postpone the session as this will not be deemed a confirmed booking.

4) Procedure

The dates and times for coaching sessions are set out on the invoice or alternate booking confirmation document. Any changes to the booked sessions will be agreed in advance of the sessions, in accordance with the cancellation policy. Both the Coach and the Client will endeavor to keep changes to a minimum and provide as much notice as possible for any change requests.

5) Confidentiality

The coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, the Client understands the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent. The Coach will break this confidentiality if they have reason to believe the Client or someone else is at risk of harm. If this situation arises the Coach will inform the Client of the intended action.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

6) Release of Information

The Company's Coaches engage in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials or other relevant credentialing body to uphold the standards of the coaching profession. That process requires the provision of names and contact information of clients and dates and times of coaching sessions for possible verification by the accrediting body for the sole and necessary purpose of verifying the coaching relationship. No personal notes will be shared. Client's who do not wish their personal data to be used in this way may notify the Company using the Contact form on the Company website (<https://www.unburdennow.com/contact>).

According to the ethics of the coaching, counselling and psychotherapy professions, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for professional development and/or consultation purposes.

7) Cancellation Policy

The Client agrees that it is the Client's responsibility to notify the Coach in advance of any Scheduled Sessions they are unable to attend. A Scheduled Session (session) is one for which a Confirmed Booking has been made. The Company reserves the right to charge the Client for a missed session in accordance with the Cancellation Policy set out in this Clause 7.

- 1.1. If the Client notifies the Coach 48 hours in advance of the session start time they will be unable to attend Coach and Client will endeavor to reschedule the session, if they are unable to do so a credit will be made on the client account for the missed session.
- 1.2. If the Client notifies the Coach 24 hours in advance of the session start time they will be unable to attend the session the Coach and Client will endeavor to reschedule the session, if they are unable to do so the Company may, at their discretion, issue a credit for half the session fee to the client account.
- 1.3. If the Client does not attend a session there will be no credit due.
- 1.4. If the Client misses 3 or more sessions without notice the Company reserves the right to cancel any remaining bookings and no credits will be due for the missed sessions.
- 1.5. If the session is terminated earlier than scheduled at the request of the Client, there will be no credit issued.

8) Privacy Policy including Record Retention

The Privacy Policy is published on the Company website (www.UnburdenNow.com/terms-privacy)

9) Termination

Either the Client or the Coach may terminate the Service at any time with 7 days written notice (email). The Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination. The Company will issue credits for future confirmed bookings in accordance with the Cancellation Policy.

10) Limited Liability

Except as expressly provided in this document, the Company makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Company or the Coach be liable to the Client for any indirect, consequential, or special damages. Notwithstanding any damages that the Client may incur, the Company's entire liability and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Company for coaching services rendered through and including the termination date,

limited to a total of the 6 months preceding the termination date.

11) Dispute Resolution

If a dispute arises during the provision of the service that cannot be resolved by mutual consent, the Client and Company agree to attempt to mediate in good faith for up to 30 days after written notice (email) given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

12) Severability

If any provision of this document shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13) Waiver

The failure of either party to enforce any provision of this document shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this document.

14) Applicable Law

This document shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to any conflicts of laws provisions.