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TERMS & CONDITIONS

1. AGREEMENT

- BY USING ANY WEBSITES OR PURCHASING OR USING ANY PRODUCTS OR SERVICES FROM EMPOWERMENT COACHING HUB INC., YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ARBITRATION PROVISION IN SECTION 21 BELOW.
- SOME OF OUR PRODUCTS AND SERVICES HAVE ADDITIONAL RULES, POLICIES, AND PROCEDURES ("**ADDITIONAL TERMS**"). WHERE ADDITIONAL TERMS APPLY TO A PRODUCT OR SERVICE, WE WILL MAKE THEM AVAILABLE FOR YOU TO READ THROUGH YOUR USE OF THAT PRODUCT OR SERVICE. BY USING THAT PRODUCT OR SERVICE, YOU AGREE TO THE ADDITIONAL TERMS, WITHOUT QUESTION.
- WE RESERVE THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT OR TO MODIFY OR DISCONTINUE THE PRODUCTS AND SERVICES PROVIDED ON THE WEBSITES AT ANY TIME. IF WE CHANGE THIS AGREEMENT, WE WILL GIVE YOU NOTICE BY POSTING THE REVISED AGREEMENT ON THE APPLICABLE WEBSITE(S). THOSE CHANGES WILL GO INTO EFFECT ON THE REVISION DATE SHOWN IN THE REVISED AGREEMENT.
- BY CONTINUING TO USE ANY WEBSITES OR PURCHASE OR USE ANY PRODUCTS OR SERVICES FROM EMPOWERMENT COACHING HUB INC. AFTER THE REVISION DATE, YOU AGREE TO BE BOUND BY SUCH CHANGES.

2. ELIGIBILITY

- YOU AGREE TO PROVIDE US WITH COMPLETE AND CURRENT REGISTRATION INFORMATION. PERSONS UNDER 16 ARE PROHIBITED FROM PROVIDING PERSONAL INFORMATION ON OUR WEBSITES. IF YOU ARE UNDER 18, YOU MAY ONLY USE OUR WEBSITES WITH THE SUPERVISION OF A PARENT OR GUARDIAN 18 YEARS OF AGE OR OLDER. UNLESS OTHERWISE SPECIFIED, THE MATERIALS IN THE WEBSITES ARE PRESENTED SOLELY FOR THE PURPOSE OF PROMOTING PRODUCTS AVAILABLE IN CANADA. EMPOWERMENT COACHING HUB INC. MAKES NO REPRESENTATION THAT MATERIALS CONTAINED IN THE WEBSITES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO CHOOSE TO ACCESS THE WEBSITES FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE. EMPOWERMENT COACHING HUB INC. PRODUCTS ORDERED FROM THE WEBSITES CANNOT BE SHIPPED INTO ANOTHER COUNTRY OUTSIDE OF CANADA. PURCHASE AND/OR USE OF ANY EMPOWERMENT COACHING HUB INC. PRODUCTS OR SERVICES OUTSIDE OF CANADA ARE GOVERNED BY THE TERMS AND CONDITIONS OF USE. SHIPPING TO OTHER COUNTRIES CAN BE ACCOMMODATED UNDER THE POLICIES CONTAINED ON THE WEBSITE SPECIFIC TO EACH COUNTRY WHERE SHIPPING IS AVAILABLE, ADDITIONAL COSTS WILL APPLY.
- EMPOWERMENT COACHING HUB INC. ("**BUSINESS**", "**THE COACH**") AGREES TO PROVIDE COACHING SERVICES ("**SERVICES**") AS DESCRIBED IN THE APPLICABLE STATEMENT OF WORK OR SERVICE AGREEMENT ENTERED INTO BETWEEN THE COACH AND THE CLIENT ("**THE CLIENT**").
- THE CLIENT AGREES TO ACTIVELY ENGAGE WITH THE SESSIONS AND COMPLETE THE ASSIGNMENTS, LOGS, AND READINGS IN A TIMELY MANNER; DEMONSTRATION OF PROGRESSION LOGS ARE TO BE PROVIDED TO THE COACH ON REQUEST. THE PURPOSE OF COACHING IS TO HELP GUIDE THE CLIENT TO MOVE PROGRESSIVELY TOWARD THE GOAL IDENTIFIED DURING INTAKE.
- AFTER THE COACH IS RETAINED, THE COACH RESERVES THE RIGHT TO TERMINATE A CLIENT IF THEY DO NOT ABIDE BY THE PROCESS AND TERMS IDENTIFIED IN THIS AGREEMENT OR THE STATEMENT OF WORK OR SERVICE ENTERED INTO BETWEEN THE COACH AND CLIENT.



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3. ACCEPTABLE USE OF THE WEBSITES

- YOU ARE RESPONSIBLE FOR YOUR USE OF THE WEBSITES, AND FOR ANY USE OF THE WEBSITES MADE USING YOUR ACCOUNT. AT EMPOWERMENT COACHING HUB INC., OUR GOAL IS TO CREATE A POSITIVE, REWARDING, AND SAFE EXPERIENCE IN CONNECTION WITH OUR WEBSITES. TO PROMOTE THIS GOAL, WE PROHIBIT CERTAIN KINDS OF CONDUCT THAT MAY BE HARMFUL TO OTHER USERS OR TO EMPOWERMENT COACHING HUB INC.. WHEN YOU USE THE WEBSITES, YOU MAY NOT:
 - VIOLATE ANY LAW OR REGULATION;
 - VIOLATE, INFRINGE, OR MISAPPROPRIATE OTHER PEOPLE’S INTELLECTUAL PROPERTY, PRIVACY, PUBLICITY, OR OTHER LEGAL RIGHTS;
 - POST OR SHARE ANYTHING THAT IS ILLEGAL, ABUSIVE, HARASSING, HARMFUL TO REPUTATION, PORNOGRAPHIC, INDECENT, PROFANE, OBSCENE, HATEFUL, RACIST, OR OTHERWISE OBJECTIONABLE;
 - SEND UNSOLICITED OR UNAUTHORIZED ADVERTISING OR COMMERCIAL COMMUNICATIONS, SUCH AS SPAM (ADDITIONALLY, PLEASE READ OUR ANTI-SPAM POLICY IN SECTION 16 BELOW);
 - ENGAGE IN SPIDERING OR HARVESTING, OR PARTICIPATE IN THE USE OF SOFTWARE, INCLUDING SPYWARE, DESIGNED TO COLLECT DATA FROM THE WEBSITES;
 - TRANSMIT ANY VIRUSES OR OTHER COMPUTER INSTRUCTIONS OR TECHNOLOGICAL MEANS WHOSE PURPOSE IS TO DISRUPT, DAMAGE, OR INTERFERE WITH THE USE OF COMPUTERS OR RELATED SYSTEMS;
 - STALK, HARASS, OR HARM ANOTHER INDIVIDUAL;
 - IMPERSONATE ANY PERSON OR ENTITY OR PERFORM ANY OTHER SIMILAR FRAUDULENT ACTIVITY, SUCH AS PHISHING;
 - USE ANY MEANS TO SCRAPE OR CRAWL ANY WEB PAGES CONTAINED IN THE WEBSITES (ALTHOUGH EMPOWERMENT COACHING HUB INC. MAY ALLOW OPERATORS OF PUBLIC SEARCH ENGINES TO USE SPIDERS TO INDEX MATERIALS FROM THE WEBSITES FOR THE SOLE PURPOSE OF CREATING PUBLICLY AVAILABLE SEARCHABLE INDICES OF THE MATERIALS, AND EMPOWERMENT COACHING HUB INC. RESERVES THE RIGHT TO REVOKE THESE EXCEPTIONS EITHER GENERALLY OR IN SPECIFIC CASES);
 - USE AUTOMATED METHODS TO USE THE WEBSITES;
 - ATTEMPT TO CIRCUMVENT ANY TECHNOLOGICAL MEASURE IMPLEMENTED BY EMPOWERMENT COACHING HUB INC. OR ANY OF EMPOWERMENT COACHING HUB INC. PROVIDERS OR ANY OTHER THIRD PARTY (INCLUDING ANOTHER USER) TO PROTECT THE WEBSITES;
 - ATTEMPT TO DECIPHER, DECOMPILE, DISASSEMBLE, OR REVERSE ENGINEER ANY OF THE SOFTWARE USED TO PROVIDE THE WEBSITES; OR
 - ADVOCATE, ENCOURAGE, OR ASSIST ANY THIRD PARTY IN DOING ANY OF THE FOREGOING.

4. EMPOWERMENT COACHING HUB INC. CLIENTS

- EMPOWERMENT COACHING HUB INC. PRODUCTS AND SERVICES ARE SOLD THROUGH EMPOWERMENT COACHING HUB INC.’S WEBSITE. ONLINE SHOPPING IS FULFILLED AND SOLD DIRECTLY THROUGH EMPOWERMENT COACHING HUB INC.. TO PURCHASE EMPOWERMENT COACHING HUB INC. PRODUCTS OR SERVICES, YOU DO NOT HAVE TO BECOME A CLIENT;
 - HOWEVER, IF YOU ARE INTERESTED IN BECOMING AN EMPOWERMENT COACHING HUB INC. CLIENT IN CANADA, PLEASE SEE OUR SERVICES POLICY AT TIME OF ACCOUNT REGISTRATION VIA THE WEB PAGE AND ACKNOWLEDGE THE AGREEMENT. YOU MUST BE AT LEAST 18 YEARS OF AGE TO BECOME A CLIENT OF EMPOWERMENT COACHING HUB INC.. OR BE IN POSSESSION OF LEGAL EMANCIPATION RECORDS SIGNED BY A NOTARY PUBLIC.



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5. CLIENT ACCOUNTS, PROFILES, ACCESS TO GROUPS & WEBSITES

- EMPOWERMENT COACHING HUB INC. CLIENTS MAY HAVE THEIR OWN INTERNET WEBSITES, ACCOUNTS, AND ACCESS TO GROUPS, GENERALLY AS PART OF EMPOWERMENT COACHING HUB INC. REPLICATED WEBSITE PROGRAM. IT IS THE SOLE RESPONSIBILITY OF EACH EMPOWERMENT COACHING HUB INC. CLIENT TO ENSURE THAT ITS WEBSITE CONTENT IS ACCURATE AND THAT IT FULLY COMPLIES WITH ALL EMPOWERMENT COACHING HUB INC. ADDITIONAL TERMS, INCLUDING WITHOUT LIMITATION, ALL APPLICABLE FEDERAL, PROVINCIAL, AND STATE RULES AND REGULATIONS. EMPOWERMENT COACHING HUB INC. DISCLAIMS ANY AND ALL LIABILITY ARISING OUT OF OR RELATED IN ANY WAY TO INTERNET CLIENT WEBSITES.
- CLIENTS ARE SOLELY RESPONSIBLE FOR THEIR CONTENT. ACCESS WILL BE REVOKED WITHOUT NOTICE OF THE TERMS & CONDITIONS ARE NOT FOLLOWED.

6. TESTIMONIALS

- ANY AND ALL TESTIMONIALS REFLECT THE ACTUAL EXPERIENCE OF EACH INDIVIDUAL, ARE ANECDOTAL ONLY, AND MAY BE ATYPICAL.
- RESULTS ARE DIFFERENT FOR EVERY CLIENT. EVERY CLIENT CONTRIBUTES VARIOUS LEVELS OF EFFORT DIRECTED AT THEIR PERSONAL GOALS AND RESULTS.

7. ONLINE SUBSCRIBER ACCOUNTS

- WHEN YOU REGISTER YOUR ACCOUNT ONLINE WITH EMPOWERMENT COACHING HUB INC., YOU MAY RECEIVE AN EMPOWERMENT COACHING HUB INC. CONFIRMATION EMAIL AND ZENDESK TICKET NUMBER. EMPOWERMENT COACHING HUB INC. PROSPECTS, CLIENTS, AND SUBSCRIBERS AS WELL AS VIP MEMBERSHIP CLIENTS AND CLIENTS WHO WISH TO ACCESS ACCOUNT INFORMATION ONLINE WILL NEED TO ESTABLISH A PASSWORD. PLEASE KEEP YOUR EMPOWERMENT COACHING HUB INC. ACCOUNT LOGIN AND PASSWORD A SECRET. YOU ARE ENTIRELY RESPONSIBLE FOR ANY ACTIVITY UNDER YOUR EMPOWERMENT COACHING HUB INC. ACCOUNT, NO EXCEPTIONS.
- YOU MUST PROMPTLY NOTIFY EMPOWERMENT COACHING HUB INC. OF ANY ACTUAL OR ATTEMPTED UNAUTHORIZED USE OF YOUR ACCOUNT. ALL ORDERS OF GOODS FROM EMPOWERMENT COACHING HUB INC. ARE MADE SUBJECT TO A SHIPMENT CONTRACT, WHICH MEANS THAT THE RISK OF ACCIDENTAL LOSS AND TITLE OF THE GOODS PASSES TO YOU UPON OUR DELIVERY TO THE CARRIER.

8. CANADA & USA RETURN & EXCHANGE POLICY CLIENT RETURN POLICY

- TO ENSURE YOUR UTMOST SATISFACTION WITH OUR PHYSICAL PRODUCTS AND COACHING OR MENTORING SERVICES, WE OFFER A 7-DAY RETURN GUARANTEE ON ALL EMPOWERMENT COACHING HUB INC. PHYSICAL PRODUCTS TO CLIENTS (INCLUDING VIP CLIENTS). CLIENTS WHO ARE NOT COMPLETELY SATISFIED MAY RETURN THE PHYSICAL PURCHASED PRODUCTS FOR A REFUND OR PRODUCT EXCHANGE WITHIN 7 DAYS FROM THE CLIENT PURCHASE DATE; THE ITEM MUST BE IN A REASONABLE CONDITION. SHIPPING FEES ARE NON-REFUNDABLE. PROMOTIONAL PHYSICAL PRODUCTS MAY NOT BE AVAILABLE FOR REPLACEMENT, AND MAY, AT EMPOWERMENT COACHING HUB INC.'S DISCRETION, BE EXCHANGED FOR AN ITEM OF EQUAL VALUE. REFUNDS AND EXCHANGES MAY BE OBTAINED BY CONTACTING EMPOWERMENT COACHING HUB INC.'S CUSTOMER SERVICE DEPARTMENT AT INFO@EMPOWERMENTCOACHINGHUB.ORG. COST OF RETURN SHIPPING IS AT CUSTOMER EXPENSE. PLEASE ALLOW UP TO 15 DAYS FOR PROCESSING. TO HELP ENSURE



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YOU RECEIVE THE HIGHEST QUALITY PRODUCT AND SERVICE, THIS SECTION OF THE CLIENT RETURN POLICY APPLIES ONLY TO CLIENTS WHO ORDER FROM EMPOWERMENT COACHING HUB INC. WEBSITE, USING AN EMPOWERMENT COACHING HUB ACCOUNT ID WITH REFERENCE TICKET NUMBER.

- TO ENSURE YOUR UTMOST SATISFACTION WITH OUR DIGITAL PRODUCTS AND SERVICES, WE OFFER A 7-DAY RETURN GUARANTEE FOR ALL DIGITAL PRODUCTS PURCHASED THROUGH EMPOWERMENT COACHING HUB INC. WEBSITE. THIS POLICY ALSO APPLIES EXCLUSIVELY TO PRODUCTS BEARING EMPOWERMENT COACHING HUB INC. LOGO ORDERED THROUGH OUR AFFILIATE PLATFORMS. TO INITIATE THE REFUND PROCESS, PLEASE SUBMIT A REQUEST THROUGH OUR HOMEPAGE, ALONG WITH YOUR EMPOWERMENT COACHING HUB ACCOUNT ID, THE REFERENCE ID OR INVOICE NUMBER AND CUSTOMER ID NUMBER OF THE AFFILIATE PLATFORM. ADDITIONALLY, PLEASE INCLUDE A COPY OF THE INVOICE AND SEND IT TO INFO@EMPOWERMENTCOACHINGHUB.ORG , REFERENCING THE TICKET NUMBER FOR SMOOTHER PROCESSING. IN ORDER TO QUALIFY FOR A REFUND, WE KINDLY REQUEST CONFIRMATION OF FULL COURSE COMPLETION AND A 500-WORD WRITTEN REFLECTION IDENTIFYING YOUR CURRENT HABITS, ACCOUNTABILITY, AND DISCIPLINE PRACTICES. FREE JOURNAL PROMPTS ARE AVAILABLE ON OUR SOCIAL MEDIA PLATFORMS OR WEBSITE FOR GUIDANCE. PLEASE PROVIDE A THOROUGH EXPLANATION AS TO WHY YOU BELIEVE A REFUND SHOULD BE GRANTED. PLEASE NOTE THAT A FLAT FEE OF \$25 MINIMUM IS NON-REFUNDABLE ON ANY DIGITAL PRODUCT AND ANY BACKEND FEES ASSOCIATED WITH THE REFUND PROCESS ARE NON-REFUNDABLE. THIS IS NON-NEGOTIABLE. WE APPRECIATE YOUR UNDERSTANDING IN THIS MATTER. KINDLY ALLOW UP TO 15 DAYS FOR THE REFUND TO BE PROCESSED. OUR AIM IS TO PROVIDE YOU WITH THE HIGHEST QUALITY PRODUCT AND SERVICE, AND WE VALUE YOUR FEEDBACK AND SATISFACTION.

9. OWNERSHIP & COPYRIGHT RESTRICTIONS

- THE WEBSITES ARE OWNED AND OPERATED BY EMPOWERMENT COACHING HUB INC.. THE WEBSITES, INCLUDING BUT NOT LIMITED TO SOFTWARE, CONTENT, TEXT, PHOTOGRAPHS, IMAGES, GRAPHICS, VIDEO, AUDIO, HYPERMEDIA ITEMS AND THE COMPILATION AS A WHOLE ("**CONTENT**"), ARE COPYRIGHTED UNDER COPYRIGHT AND OTHER LAWS BY EMPOWERMENT COACHING HUB INC. OR ITS LICENSORS, UNLESS OTHERWISE NOTED. YOU MUST ABIDE BY ALL ADDITIONAL COPYRIGHT NOTICES OR RESTRICTIONS CONTAINED IN THE WEBSITES OR ELSEWHERE. YOU MAY NOT DELETE ANY AUTHOR ATTRIBUTIONS, LEGAL OR PROPRIETARY NOTICES IN THE WEBSITES OR ELSEWHERE.
- EXCEPT AS NOTED IN SECTION 11 & 12 BELOW: (1) THE WEBSITES MAY NOT BE USED, DISPLAYED, COPIED, REPRODUCED, DISTRIBUTED, REPUBLISHED, UPLOADED, DOWNLOADED, POSTED, TRANSMITTED, MIRRORRED, MODIFIED, OR OTHERWISE, OR IN ANY WAY EXPLOITED FOR PERSONAL GAIN; (2) YOU MAY NOT REDISTRIBUTE, SELL, TRANSLATE, MODIFY, REVERSE-ENGINEER OR REVERSE-COMPILATE OR DECOMPILE, DISASSEMBLE OR MAKE DERIVATIVE WORKS OF THE WEBSITES OR ANY CONTENT OR COMPONENTS THAT ARE AVAILABLE ON THE WEBSITES; AND (3) YOU MAY NOT MAKE COMMERCIAL USE OF THESE PAGES AND/OR ANY OTHER WEBPAGE OR SERVICE PROVIDED BY EMPOWERMENT COACHING HUB INC., INCLUDING REDISTRIBUTION OR COPYING BY MEANS; EXCEPT WITH THE PRIOR, EXPRESS WRITTEN PERMISSION OF EMPOWERMENT COACHING HUB INC..
- YOU AGREE NOT TO INTERFERE OR TAKE ACTION THAT RESULTS IN INTERFERENCE WITH OR DISRUPTION OF THE WEBSITES OR SERVERS OR NETWORKS CONNECTED TO THE WEBSITES. YOU AGREE NOT TO ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO OTHER COMPUTER SYSTEMS OR NETWORKS CONNECTED TO THE WEBSITES.

10. ELECTRONIC DISCLOSURE AGREEMENT

- YOU AGREE THAT ALL DOCUMENTS, INCLUDING BUT NOT LIMITED TO, THIS EMPOWERMENT COACHING HUB INC. WEBSITE AND THESE *TERMS AND CONDITIONS*, EMPOWERMENT COACHING HUB INC. PRIVACY NOTICE, SECURITY POLICY, COOKIE POLICY, AND OTHER DOCUMENTS WHICH MAY APPLY DEPENDING ON WHETHER YOU ARE A CLIENT OR VIP CLIENT, AS WELL AS ALL NOTICES, DISCLOSURES AND RECORDS (COLLECTIVELY, "**DISCLOSURES**") RELATING TO YOUR ACCOUNT WITH EMPOWERMENT COACHING HUB INC. WILL BE SENT TO YOU ELECTRONICALLY AT THE EMAIL ADDRESS INDICATED BY YOU IN THE ACCOUNT REGISTRATION



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FORM OR BY VIEWING THE DISCLOSURES ON THE INTERNET. ALTERNATIVELY, EMPOWERMENT COACHING HUB INC. MAY PROVIDE YOU WITH DISCLOSURES VIA EMAIL OR IN THE MAIL AT THE MAILING ADDRESS PROVIDED; POSTAL ADDRESSES MUST BE CONFIRMED VIA EMAIL PRIOR TO ANY POSTAL MAILING IF OLDER THAN 30 CALENDAR DAYS. IF WE FAIL TO CONFIRM POSTAL ADDRESS AND THE ADDRESS LISTED AFTER 30 CALENDAR DAYS IS INCORRECT, EMPOWERMENT COACHING HUB INC. WILL BE RESPONSIBLE FOR SHIPPING COSTS.

- YOU AGREE TO PROMPTLY NOTIFY US OF ANY CHANGES IN YOUR EMAIL ADDRESS OR YOUR HOME ADDRESS BY UPDATING YOUR PROFILE ONLINE OR BY COMPLETING THE 'CREATE A SERVICE TICKET FORM' ON THE HOME PAGE AT WWW.EMPOWERMENTCOACHINGHUB.ORG . IF YOU WOULD LIKE A PAPER COPY OF THE DOCUMENTS SENT TO YOU BY MAIL, PLEASE SEND YOUR REQUEST IN WRITING TO EMPOWERMENT COACHING HUB INC., GD CHALK RIVER, PO BOX 252, LAURENTIAN HILLS, ONTARIO K0J 1J0 ATTN: ECH CUSTOMER SERVICE. STANDARD SHIPPING RATES APPLY.

11. COPYRIGHT PERMISSION - ALL RIGHTS RESERVED

- PERMISSION IS LIMITED AND GRANTED FOR THE VIEWING OF THESE PAGES ON THE INTERNET, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IN ADDITION, EMPOWERMENT COACHING HUB INC. CLIENTS ARE HEREBY GRANTED PERMISSION TO DOWNLOAD PRODUCT IMAGES FROM THE WEBSITE. PEOPLE OR MODEL IMAGES CANNOT BE DOWNLOADED OR COPIED DUE TO COPYRIGHT LAWS. LITERATURE COPIES DOWNLOADED OR TAKEN FROM EMPOWERMENT COACHING HUB INC. MUST BE USED EXACTLY AS PRINTED OR WRITTEN. ALTERING A WORD OR TWO MAY CHANGE THE REAL MEANING OR DEFINITION. IN THE EVENT THAT INFORMATION IS DOWNLOADED FROM THE WEBSITES, THE INFORMATION, INCLUDING ANY CONTENT, DATA OR FILES INCORPORATED IN OR GENERATED BY THE WEBSITES ARE OWNED BY EMPOWERMENT COACHING HUB INC. AND EMPOWERMENT COACHING HUB INC. RETAINS COMPLETE TITLE TO THE INFORMATION AND ALL PROPERTY RIGHTS THEREIN. ALL RIGHTS RESERVED.

12. TRADEMARKS

- ALL CONTENT, PRODUCT NAMES, TRADEMARKS, SERVICE MARKS AND LOGOS ON THE WEBSITES, UNLESS OTHERWISE NOTED, ARE WHOLLY OWNED OR VALIDLY LICENSED BY EMPOWERMENT COACHING HUB INC. OR ITS AFFILIATES. TRADEMARKS, SERVICE MARKS AND LOGOS OWNED BY THIRD PARTIES REMAIN THE PROPERTY OF SUCH THIRD PARTIES.

13. IDEA SUBMISSIONS

- IF YOU SUBMIT ANY IDEAS, SUGGESTIONS OR TESTIMONIALS TO EMPOWERMENT COACHING HUB INC., WE HAVE THE RIGHT TO USE YOUR SUBMISSION WITHOUT CHARGE IN ANY MANNER THAT WE DEEM APPROPRIATE, INCLUDING POSTING ON THE INTERNET. YOU MAY ONLY POST IDEAS AND MATERIAL TO THE WEBSITES IF YOU HAVE OBTAINED APPROPRIATE COPYRIGHT AND OTHER PERMISSION TO POST SUCH MATERIALS AND TO PERMIT EMPOWERMENT COACHING HUB INC. TO USE SUCH MATERIAL WITHOUT RESTRICTION. YOU AGREE THAT YOU WILL NOT VIOLATE OR INFRINGE THE RIGHTS OF THIRD PARTIES, INCLUDING PRIVACY, PUBLICITY, INTELLECTUAL AND PROPRIETARY RIGHTS, SUCH AS COPYRIGHT OR TRADEMARK RIGHTS.

14. TELEPHONE CALLS AND SMS TEXT MESSAGES

- THIS PROGRAM IS ONLY OFFERED TO EMPOWERMENT COACHING HUB INC. CLIENTS. YOUR USE OF ANY ASPECT OF THE PROGRAM WILL CONSTITUTE YOUR AGREEMENT TO COMPLY WITH THESE TERMS AND CONDITIONS. BY OPTING IN TO RECEIVE SMS TEXT MESSAGES THROUGH OUR PLATFORMS, YOU REPRESENT AND WARRANT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS SET FORTH ABOVE AND ARE AT LEAST 18 YEARS OF AGE.

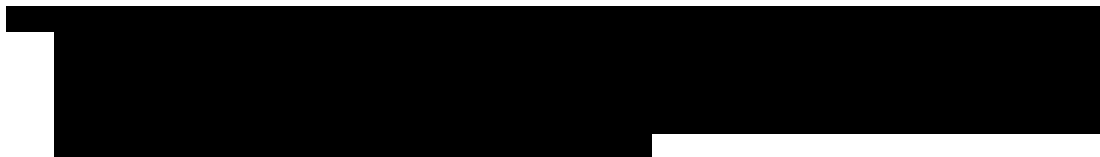


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- YOUR CONSENT IS GRANTED BY REGISTERING FOR THESE ACTIVITIES.
- IF AVAILABLE, OPT-IN TO RECEIVE EMPOWERMENT COACHING HUB INC. SMS ALERTS BY SIGNING UP THROUGH CLIENT SERVICES OR DIRECTLY AT TIME OF REGISTRATION FOR EVENTS. YOU MAY RECEIVE AN EMAIL WITH A TICKET NUMBER. YOU CONSENT TO RECEIVE UP TO FOUR PROMOTIONAL SMS TEXT MESSAGES PER MONTH FROM EMPOWERMENT COACHING HUB INC. SENT THROUGH AN AUTOMATIC TELEPHONE DIALING SYSTEM AND/OR WHICH WILL DELIVER PRE-RECORDED MESSAGES.
- BY OPTING-IN TO RECEIVE EMPOWERMENT COACHING HUB INC. SMS ALERTS, YOU WARRANT THAT THE MOBILE NUMBER YOU USE TO OPT-IN BELONGS TO YOU. UPON SUBMISSION OF YOUR OPT-IN, YOU WILL RECEIVE A TEXT MESSAGE CONFIRMING YOUR SUBSCRIPTION. REMINDER TEXT MESSAGES OF SCHEDULED MEETINGS OR REGISTERED EVENTS ARE SUBJECT TO USER AVAILABILITY.
- THIS SERVICE IS OPTIONAL. YOU CAN OPT-OUT OF RECEIVING SMS MESSAGES AT ANY TIME BY TEXTING **STOP**. YOU MAY RECEIVE A FINAL CONFIRMATION MESSAGE STATING THAT YOU HAVE BEEN UNSUBSCRIBED. PLEASE NOTE THAT YOUR OPT-OUT IS LIMITED TO THE PHONE NUMBER USED AND WILL NOT AFFECT OTHER PHONE NUMBERS WHICH HAVE OPTED-IN OR SUBSEQUENT SUBSCRIPTIONS.
- ALL CHARGES MAY BE BILLED BY AND PAYABLE TO YOUR WIRELESS SERVICE PROVIDER. PLEASE CONTACT YOUR WIRELESS SERVICE PROVIDER FOR PRICING PLANS AND DETAILS. IF YOU WISH TO OPT-OUT OF SUCH TEXT MESSAGES FROM EMPOWERMENT COACHING HUB INC., YOU MAY DO SO BY FOLLOWING THE "OPT-OUT" INSTRUCTIONS IN THE TEXT MESSAGE OR THROUGH YOUR ONLINE ACCOUNT. MESSAGE AND DATA RATES MAY APPLY. EMPOWERMENT COACHING HUB INC. IS NOT LIABLE FOR DELAYED OR UNDELIVERED MESSAGES. EMAIL DELIVERABILITY IS NOT RELIABLE.

US PARTICIPATING CARRIERS



CANADA PARTICIPATING CARRIERS



- EMPOWERMENT COACHING HUB INC. RESPECTS YOUR RIGHT TO PRIVACY. WE WILL TREAT DATA COLLECTED THROUGH TEXT MESSAGES IN ACCORDANCE WITH OUR PRIVACY NOTICE.
- AT THIS TIME, THIS SERVICE IS NOT IN USE; HOWEVER MAY BECOME AVAILABLE IN THE FUTURE.

15. PRIVACY NOTICE

- EMPOWERMENT COACHING HUB INC. HAS STRICT CUSTOMER INFORMATION CONFIDENTIALITY POLICIES AS SET FORTH IN ITS ONLINE PRIVACY NOTICE - KEY POINTS ARE OUTLINED BELOW, WHICH IS FULLY INCORPORATED HEREIN BY REFERENCE. YOU AGREE TO BE BOUND BY EMPOWERMENT COACHING HUB INC.'S PRIVACY NOTICE AS DEFINED BY APPLYING THE CHECKMARK AT TIME OF EXECUTION OF SERVICE VIA THE WEBPAGE AT TIME OF PURCHASE. CONSISTENT WITH THESE POLICIES, YOU AGREE TO THE RETENTION PERIOD OF CONTRACT DOCUMENTS AS REQUIRED UNDER PROFESSIONAL GUIDELINES.



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- **PURPOSE:** THE PURPOSE OF THIS SECTION IS TO OUTLINE THE RETENTION PERIOD FOR CONTRACT DOCUMENTS RELATED TO COACHING SERVICES PROVIDED BY EMPOWERMENT COACHING HUB INC.. THIS INCLUDES, BUT IS NOT LIMITED TO, INTAKE FORMS, SESSION NOTES, PROGRESS REPORTS, AND ANY OTHER DOCUMENTATION RELATED TO THE COACHING RELATIONSHIP.
- **DURATION OF RETENTION:** ALL CONTRACT DOCUMENTS WILL BE RETAINED FOR A PERIOD OF 2 YEARS FOLLOWING THE TERMINATION OF THE COACHING RELATIONSHIP. THIS DURATION IS IN ACCORDANCE WITH PROFESSIONAL GUIDELINES AND LEGAL REQUIREMENTS, ENSURING THAT BOTH THE CLIENT AND EMPOWERMENT COACHING HUB INC. HAVE ACCESS TO RELEVANT INFORMATION SHOULD ANY QUESTIONS OR CONCERNS ARISE.
- **CONFIDENTIALITY:** EMPOWERMENT COACHING HUB INC. IS COMMITTED TO MAINTAINING THE CONFIDENTIALITY OF ALL CLIENT INFORMATION. ALL CONTRACT DOCUMENTS WILL BE STORED SECURELY ONLINE. ANY REQUESTS FOR ACCESS TO THESE DOCUMENTS BY THIRD PARTIES WILL BE SUBJECT TO THE CLIENT'S WRITTEN CONSENT, UNLESS REQUIRED BY LAW; A WARRANT WOULD BE REQUIRED AND THE CLIENT WILL BE NOTIFIED, UNLESS BOUND UNDER LAW AND FOR GOOD REASON. THE COACH WILL ADVOCATE FOR THE RIGHTS OF THE CLIENT, AS DEFINED UNDER THE INALIENABLE RIGHTS DEFINED UNDER THE 'UNIVERSAL DECLARATION OF HUMAN RIGHTS'.
- THIS 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 ASSOCIATION FOR COACHING CODE OF ETHICS. HOWEVER, PLEASE BE AWARE THAT THE COACH-CLIENT RELATIONSHIP IS NOT CONSIDERED A LEGALLY CONFIDENTIAL RELATIONSHIP (LIKE MEDICAL AND LEGAL PROFESSIONALS) 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 SEES MANY CLIENTS AND MAY NOT BE ABLE TO RECALL SPECIFICS, IF ASKED.
- **DESTRUCTION OF DOCUMENTS:** UPON THE EXPIRATION OF THE RETENTION PERIOD, ALL CONTRACT DOCUMENTS WILL BE SECURELY DESTROYED IN A MANNER THAT ENSURES THE CONFIDENTIALITY OF THE CLIENT'S INFORMATION IS MAINTAINED.
- **CLIENT ACCESS:** CLIENTS HAVE THE RIGHT TO ACCESS THEIR CONTRACT DOCUMENTS AND WILL BE REFERRED TO THE WEBSITE TO OBTAIN A COPY OF THIS CONTRACT UPON COMPLETION OF THE CONTRACTING FORM. IF FOR WHATEVER REASON A COPY IS NOT ACCESSIBLE ELECTRONICALLY, WITHIN 10 BUSINESS DAYS PLEASE CONTACT US AT INFO@EMPOWERMENTCOACHINGHUB.ORG . AFTER 10 BUSINESS DAYS, IT WILL BE ASSUMED THIS DOCUMENT WAS ACCESSED.
- ALL CORRESPONDENCE WILL BE IN WRITING THROUGH EMAIL TO EMPOWERMENT COACHING HUB INC. AT INFO@EMPOWERMENTCOACHINGHUB.ORG OR THROUGH THE PLATFORMS USED TO CONDUCT BUSINESS.
- ALL SUBJECT LINES OF THE EMAIL WILL INCLUDE THE CLIENTS LAST NAME AND ZENDESK TICKET NUMBER, IF SPECIFIC REQUESTS ARE MADE. ALL EMAILS WILL BE ASSIGNED A ZENDESK TICKET NUMBER FOR EASE OF REFERENCE. ANY REQUESTED DOCUMENTS WILL BE PROVIDED TO THE CLIENT WITHIN 7 BUSINESS DAYS.

16. ANTI-SPAM POLICY

- EMPOWERMENT COACHING HUB INC. STRICTLY PROHIBITS THE SENDING OF UNSOLICITED BULK EMAIL (SPAM). SPAM IS DEFINED FOR THIS PURPOSE AS SENDING ANY COMMERCIAL ELECTRONIC MESSAGE TO ANY PERSONS, ENTITIES, NEWSGROUPS, FORUMS, EMAIL LISTS, OR OTHER GROUPS OR LISTS UNLESS EXPRESS CONSENT HAS BEEN OBTAINED FROM THE MESSAGE/EMAIL RECIPIENT OR UNLESS A BUSINESS OR PERSONAL RELATIONSHIP HAS ALREADY BEEN ESTABLISHED WITH THE MESSAGE/EMAIL RECIPIENT. EMPOWERMENT COACHING HUB INC. ALSO PROHIBITS USING FALSE HEADERS IN EMAILS OR FALSIFYING, FORGING OR ALTERING THE ORIGIN OF ANY EMAIL IN CONNECTION WITH EMPOWERMENT COACHING HUB INC., AND/OR ITS PRODUCTS AND SERVICES. EMPOWERMENT COACHING HUB INC. PROHIBITS ENGAGING IN ANY OF THE FOREGOING ACTIVITIES BY USING THE SERVICE OF ANOTHER PROVIDER, REMAILER SERVICE, OR OTHERWISE.



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- IF YOU OR ANYONE YOU KNOW IS "SPAMMED" BY SOMEONE WHO IS SELLING OR DESCRIBING EMPOWERMENT COACHING HUB INC.'S PRODUCTS OR SERVICES, PLEASE CONTACT US PROMPTLY SO THAT WE MAY TAKE APPROPRIATE ACTION.

17. DISCLAIMER

- EMPOWERMENT COACHING HUB INC. DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, OR USEFULNESS WITH RESPECT TO EMPOWERMENT COACHING HUB INC.'S PRODUCTS AND SERVICES, THIS WEBSITE, INFORMATION CONTAINED ON THE WEBSITE, EMPOWERMENT COACHING HUB INC. USER ACCOUNT REPLICATED WEBSITE PROGRAM OR EMPOWERMENT COACHING HUB INC. CLIENT ACCESS SERVICE (COLLECTIVELY HEREAFTER, "SERVICE").
- THIS SERVICE IS PROVIDED "AS IS." YOU MAY RELY ON THIS SERVICE SOLELY AT YOUR OWN RISK. ADVICE, OPINIONS AND STATEMENTS SHOULD NOT BE RELIED UPON WHEN MAKING IMPORTANT PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS. YOU SHOULD CONSULT A PROFESSIONAL TO OBTAIN SPECIFIC ADVICE APPROPRIATE TO YOUR CIRCUMSTANCES. WE DO NOT WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THERE MAY BE DELAYS, OMISSIONS, INTERRUPTIONS AND INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THIS SERVICE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING AND/OR USE OF THIS WEBSITE OR THIS SERVICE. ALTHOUGH WE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO THIS SERVICE, WE DO NOT GUARANTEE OR WARRANT THAT THIS SERVICE OR MATERIALS THAT MAY BE DOWNLOADED FROM THIS SERVICE DO NOT CONTAIN SUCH DESTRUCTIVE CYBER FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO THE FOREGOING.
- WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING CLIENT USER ACCOUNT WEBSITES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. YOU SHOULD NOT RELY ON ANY REPRESENTATIONS OR WARRANTIES CONTAINED ON ANY CLIENT USER ACCOUNT WEBSITE. THESE ACCOUNTS WILL NOT BE ACCESSIBLE TO THE PUBLIC, HOWEVER WILL BE VISIBLE INSIDE EMPOWERMENT COACHING HUB INC. COMMUNITIES.
- NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU GET FROM US OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT. THE FINAL SUCCESS OR FAILURE OF ANY EMPOWERMENT COACHING HUB INC. CLIENT DEPENDS UPON HIS OR HER INDIVIDUAL EFFORT. THERE ARE NO GUARANTEES OR PROJECTIONS OF ACTUAL IMPROVEMENT. COMMITMENT TO THE PROCESS OF PERSONAL GROWTH IS A PERSONAL DECISION AND COMMITMENT.

18. LIMITED LIABILITY

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, YOU AGREE THAT EMPOWERMENT COACHING HUB INC., ITS AFFILIATES, OUTSIDE AGENTS, CLIENTS, AND THEIR RESPECTIVE ENTITIES, DIRECTORS, EMPLOYEES, AND INSIDE AGENTS WILL NOT BE LIABLE FOR ANY CLAIM, LOSS, DAMAGES, EXPENSES OR COSTS WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS OR OTHERWISE, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR USE OR INABILITY TO USE THIS SERVICE, YOUR PURCHASE OR USE OF EMPOWERMENT COACHING HUB INC. PRODUCTS, SERVICES OR INFORMATION, YOUR PARTICIPATION AS AN EMPOWERMENT COACHING HUB INC. CLIENT, OR FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.
- IN NO EVENT SHALL THE **BUSINESS, EMPLOYEE, OR AGENT** BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, MORAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE COACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COACH TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED AND RENDERED SHALL NOT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES GIVING RISE TO THE CLAIM. ALL CLAIMS MUST BE MADE 30 CALENDAR DAYS FROM THE LAST PERIOD OF SERVICE. THE CLIENT AGREES



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TO THESE CONDITIONS TO ACCESS A USER ACCOUNT AND SERVICES WITH EMPOWERMENT COACHING HUB INC.

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, THE CLIENT HEREBY WAIVES ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.
- REFER TO THE REQUIRED LIABILITY WAIVER SIGNED BY ALL CLIENTS PRIOR TO THE FIRST SESSION AFTER INTAKE.

19. INDEMNIFICATION

- YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EMPOWERMENT COACHING HUB INC., ITS AFFILIATES, AGENTS, TOOLS, AI, CLIENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS SERVICE, SALE OR INFORMATION REGARDING EMPOWERMENT COACHING HUB INC. PRODUCTS, EMPOWERMENT COACHING HUB INC. SERVICES, OR IN CONNECTION WITH YOUR USER ACCOUNT OR ANY OTHER PERSONS USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.
- THE CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COACH FROM AND AGAINST ANY AND ALL PERSONAL CLAIMS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH CLIENT'S USE OF THE SERVICES OR ANY BREACH BY CLIENT OF THE TERMS OF THE APPLICABLE STATEMENT OF WORK OR SERVICE AGREEMENT.
- EMPOWERMENT COACHING HUB INC. CLIENT PORTAL, OR IN CONNECTION WITH YOUR ACCOUNT OR ANY OTHER PERSON'S USE OR ACCESS TO THIS SERVICE BY OR THROUGH YOUR ACCOUNT, WITH OR WITHOUT YOUR PERMISSION, INCLUDING WITHOUT LIMITATION ANY CLAIMS OF LIBEL, DEFAMATION, VIOLATION OF RIGHTS OF PRIVACY OR PUBLICITY, TRESPASS, AND INFRINGEMENT OF INTELLECTUAL OR OTHER PROPRIETARY RIGHTS.

20. GOVERNING LAW

- THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE, PROVINCE, OR TERRITORY IN WHICH YOU, THE CUSTOMER, RESIDE.

21. ARBITRATION AGREEMENT

- YOU AND EMPOWERMENT COACHING HUB INC. AGREE THAT WE WILL RESOLVE ANY DISPUTES BETWEEN US THROUGH BINDING AND FINAL ARBITRATION INSTEAD OF THROUGH COURT PROCEEDINGS. YOU AND EMPOWERMENT COACHING HUB INC. HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM. ALL CONTROVERSIES, CLAIMS, COUNTERCLAIMS, OR OTHER DISPUTES ARISING BETWEEN YOU AND EMPOWERMENT COACHING HUB INC. RELATING TO THE SERVICE OR THIS AGREEMENT (EACH A "**CLAIM**") SHALL BE SUBMITTED FOR BINDING ARBITRATION BEFORE 'JAMS' IN ACCORDANCE WITH THE JAMS RULES FOR RESOLVING CIVIL CONTRACT DISPUTES THAT ARE IN EFFECT AT THE TIME THE ARBITRATION PROCEEDING IS COMMENCED. THE ARBITRATION WILL BE HEARD AND DETERMINED BY A SINGLE ARBITRATOR. THE ARBITRATOR'S DECISION IN ANY SUCH ARBITRATION WILL BE FINAL AND BINDING UPON THE PARTIES AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE PARTIES AGREE



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THAT THE ARBITRATION WILL BE KEPT CONFIDENTIAL AND THAT THE EXISTENCE OF THE PROCEEDING AND ANY ELEMENT OF IT (INCLUDING, WITHOUT LIMITATION, ANY PLEADINGS, BRIEFS, DOCUMENTS, EXHIBITS, OR OTHER EVIDENCE SUBMITTED OR EXCHANGED AND ANY TESTIMONY, TRANSCRIPTS OR OTHER ORAL SUBMISSIONS AND AWARDS) WILL NOT BE DISCLOSED BEYOND THE ARBITRATION PROCEEDINGS, EXCEPT AS MAY LAWFULLY BE REQUIRED IN JUDICIAL PROCEEDINGS RELATING TO THE ARBITRATION OR BY APPLICABLE DISCLOSURE RULES AND REGULATIONS OF SECURITIES REGULATORY AUTHORITIES OR OTHER GOVERNMENTAL AGENCIES.

- THIS ARBITRATION AGREEMENT DOES NOT PRECLUDE YOU FROM SEEKING ACTION BY FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES. YOU AND EMPOWERMENT COACHING HUB INC. ALSO HAVE THE RIGHT TO BRING QUALIFYING CLAIMS IN SMALL CLAIMS COURT. IN ADDITION, YOU AND EMPOWERMENT COACHING HUB INC. RETAIN THE RIGHT TO APPLY TO ANY COURT OF COMPETENT JURISDICTION FOR PROVISIONAL RELIEF, INCLUDING PRE-ARBITRAL ATTACHMENTS OR PRELIMINARY INJUNCTIONS, AND ANY SUCH REQUEST SHALL NOT BE DEEMED INCOMPATIBLE WITH THIS AGREEMENT, NOR A WAIVER OF THE RIGHT TO HAVE DISPUTES SUBMITTED TO ARBITRATION AS PROVIDED IN THIS AGREEMENT. NEITHER YOU NOR EMPOWERMENT COACHING HUB INC. MAY ACT AS A CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, NOR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, WITH RESPECT TO ANY CLAIM.
- CLAIMS MAY NOT BE ARBITRATED ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR CAN DECIDE ONLY YOUR AND/OR EMPOWERMENT COACHING HUB INC. CLAIMS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. IF ANY PROVISION OF THIS SECTION IS FOUND TO BE INVALID OR UNENFORCEABLE, THEN THAT SPECIFIC PROVISION SHALL BE OF NO FORCE AND EFFECT AND SHALL BE SEVERED, BUT THE REMAINDER OF THIS SECTION SHALL CONTINUE IN FULL FORCE AND EFFECT.
- NO WAIVER OF ANY PROVISION OF THIS SECTION WILL BE EFFECTIVE OR ENFORCEABLE UNLESS RECORDED IN WRITING SIGNED BY THE PARTY WAIVING SUCH A RIGHT OR REQUIREMENT. SUCH A WAIVER SHALL NOT WAIVE OR EFFECT ANY OTHER PORTION OF THIS AGREEMENT. THIS SECTION WILL SURVIVE THE TERMINATION OF YOUR RELATIONSHIP WITH EMPOWERMENT COACHING HUB INC..
- THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN APPLICABLE RULES OF ARBITRATION, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR EMPOWERMENT COACHING HUB INC. WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

22. WAIVER

- NO DELAY OR OMISSION BY EITHER PARTY HERETO TO EXERCISE ANY RIGHT OR POWER OCCURRING UPON ANY NONCOMPLIANCE OR DEFAULT BY THE OTHER PARTY WITH RESPECT TO ANY OF THE TERMS OF THIS AGREEMENT SHALL IMPAIR ANY SUCH RIGHT OR POWER OR BE CONSTRUED TO BE A WAIVER THEREOF. THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY BE WAIVED OR AMENDED ONLY IN WRITING AND ONLY BY THE PARTY THAT IS ENTITLED TO THE BENEFITS OF THE TERM(S) OR CONDITION(S) BEING WAIVED OR AMENDED. UNLESS STATED OTHERWISE, ALL REMEDIES PROVIDED FOR IN THIS AGREEMENT SHALL BE CUMULATIVE AND IN ADDITION TO AND NOT IN LIEU OF ANY OTHER REMEDIES AVAILABLE TO EITHER PARTY AT LAW, IN EQUITY, OR OTHERWISE.

23. UNENFORCEABILITY

- IF ANY PROVISION OF THIS AGREEMENT OR ANY WORD, PHRASE, CLAUSE, SENTENCE, OR OTHER PORTION THEREOF SHOULD BE HELD TO BE UNENFORCEABLE OR INVALID FOR ANY REASON, THEN PROVIDED THAT THE ESSENTIAL CONSIDERATION FOR ENTERING INTO THIS AGREEMENT ON THE PART OF ANY PARTY IS NOT UNREASONABLY IMPAIRED, SUCH PROVISION OR PORTION THEREOF SHALL BE MODIFIED OR DELETED IN SUCH MANNER AS TO RENDER THIS AGREEMENT AS MODIFIED LEGAL AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS.



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24. CONFLICTS

- IF AT ANY TIME YOU HAVE AGREED OR AGREE TO EMPOWERMENT COACHING HUB INC. CLIENT CONTRACT & AGREEMENT, TO THE EXTENT OF ANY CONFLICT BETWEEN THE TERMS OF EMPOWERMENT COACHING HUB INC. CLIENT CONTRACT & AGREEMENT AND THE TERMS OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY CONFLICT WITH RESPECT TO DISPUTE RESOLUTION TERMS), THE TERMS OF EMPOWERMENT COACHING HUB INC. CLIENT CONTRACT & AGREEMENT SHALL APPLY AND REMAIN IN FULL EFFECT.

25. NOTICES

- YOU MAY CONTACT US BY WRITING AT THE ADDRESS LISTED BELOW:
 - EMPOWERMENT COACHING HUB INC.
GD CHALK RIVER, PO BOX 252
LAURENTIAN HILLS, ON K0J 1J0
INFO@EMPOWERMENTCOACHINGHUB.ORG
- OR YOU MAY COMPLETE THE ONLINE FORM ON THE HOME WEBPAGE OF WWW.EMPOWERMENTCOACHINGHUB.ORG
- DOWNLOAD AND PRINT A COPY OF THIS AGREEMENT FOR YOU RECORDS AND CHECK THE WEBSITES FREQUENTLY FOR ANY CHANGES TO THIS AGREEMENT.
- EMPOWERMENT COACHING HUB INC. RESERVES THE RIGHT TO MODIFY THESE TERMS OF SERVICE AT ANY TIME. THE CLIENT IS RESPONSIBLE FOR REVIEWING AND BECOMING FAMILIAR WITH ANY SUCH MODIFICATIONS.
- EMPOWERMENT COACHING HUB INC. AIMS TO REVIEW ALL POLICIES AND PROCEDURES YEARLY, HOWEVER DUE TO THE EVER CHANGING CYBER LANDSCAPE MORE FREQUENT UPDATES AND REVIEWS MAY BE REQUIRED. YOUR UNDERSTANDING IS ENCOURAGED AND APPRECIATED.