

Health Coach Institute

Refer a Friend Program (the “Program”)

TERMS AND CONDITIONS

These Terms and Conditions (collectively, “**Terms**”) represent the entire agreement between you (“**You**”) and Health Coach Institute, LLC, (“**Company**”) with regard to the Program.

Employees of the Company their respective affiliates, parent company, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and those living in the same household of each are not eligible to participate in the Program. Individuals under the age of 18 are not entitled to participate in the Program. Participation in the Program is prohibited where void by law.

By agreeing to participate in the Program, You understand that You are providing your information to the Company and You agree such information is subject to Company’s privacy policy which can be found [here](#). In addition to these Terms, participation in the Program, is subject to the Company’s Terms of Use posted on the Company’s website found [here](#). The Terms of Use and Privacy Policy may be amended or restated from time to time without notice to You.

1. Program.

By referring someone or otherwise participating in the Program, You agree to be bound by the Terms. Under the Program You may earn \$300 per individual (“**Referral Payment**”) that enrolls in the Become a Health Coach Program (“**BHC**”) that provides the Company the referral code the Company provided You pursuant to the Terms of the Program (the “**Referral**”). The Referral has up to 180 days after enrollment to provide the referral code to the Company (the “**Referral Period**”), provided the the Referral must provide the code through the Company’s Learning Management System or as otherwise instructed by the Company in writing. In the event a referral fails to provide your referral code during the Referral Period pursuant to the terms herein You will not earn such Referral Payment. Furthermore, in order to qualify for the Referral Payment, your Referral must also:

- Remain enrolled in BHC for a period of 60 continuous days after start of the applicable BHC program Referral is enrolled in (the “**Program Period**”);
- Sign the BHC terms and conditions;
- Be in good standing in BHC and under the Company policies;
- Have no amounts unpaid that are owed to the Company; and
- Has never previously enrolled in a course offered by the Company.

You will be notified at the email address You have provided us when You have earned a Referral Payment.

2. Payment.

Provided You are in compliance with the Terms, the Company shall pay You the Referral Payment for each qualified Referral approximately 60 days after the later of end of the Program Period or when the Referral provides the referral code during Referral Period. The Company shall mail You a check to the address You provided the Company for each Referral Payment. The Company is not responsible for any non-delivery or your failure to receive such check. In the event You fail to provide the Company any requested contact or payment information the Company may be unable to process your Referral Payment. You are responsible for any and all of your tax liabilities associated with the Program and may be requested to complete a W-9 or other tax documentation. In the event You owe any amounts to the Company, the Company shall be entitled to offset any and all amounts owed to the Company from the Referral Payment.

3. Non-Commercial Promotion of Program.

Your referral code is intended for You to introduce your friends, family and colleagues to the BHC Program. Referrals should only be used for personal and non-commercial purposes. Referral codes should not be published or distributed on commercial websites (such as coupon websites, Reddit, or Wikipedia) or on blogs, unless as expressly approved or permitted by the Company in writing prior to such distribution. You are prohibited from “spamming” anyone with referral invitations. This includes mass emailing, texting or messaging people or using automated systems or bots through any channel to distribute your referral link. You are prohibited from paying to advertise your referral code or boost any post containing your referral code. If the Company determines it in sole discretion you have violated this provision you will be disqualified from the Program and will not be eligible to earn any Referral Fees. By providing the name and contact number of someone to the Program, You acknowledge and agree You are permitted to provide such information for the purposes of the Company to contact such person about the Company’s course programs. If you provide a referral email address that has previously opted out of receiving Company marketing emails or a referral phone number that has been placed on the do not call list, the Company will not contact that person unless they have opted into being contacted by the Company.

4. Limitation of Liability.

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL COMPANY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM THE PROGRAM OR ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF YOU OR ANYONE ELSE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY’S TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING

ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED \$10.

5. Release and Warranties Disclaimer.

By participating in this Program, you agree to release and hold harmless the Company and its affiliates and subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing this Program (collectively, the "**Released Parties**") from any and all claims or damages arising out of, or in connection with the Program. You further agree that the Program is provided "as is where is". THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

6. Indemnification.

You hereby agree to indemnify, defend, and hold each of the Released Parties, harmless from and against any and all loss, cost, damage, liability and expense (including, without limitation, settlement costs and legal or other fees and expenses) suffered or incurred by any of the Released Parties arising out of, in connection with or related to any breach or alleged breach by You of the Terms. You shall use your best efforts to cooperate with Company in the defense of any claim. The Company reserve the right, at Company's expense, to employ separate counsel and assume the exclusive defense and control of the settlement and disposition of any claim that is subject to indemnification by You.

7. Severability and Waiver.

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed, and the remainder of this Agreement shall remain operative and binding. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches.

8. Company's Authority.

The Company may suspend, amend or terminate the Program at any time for any reason. The Company reserves the right to suspend or remove you from the Program if

we notice any activity that we believe is abusive, fraudulent, or in violation of the Terms. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.

9. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular and any gender shall include any other gender.

10. Governing Law and Venue.

Any claim or dispute arising out of or relating to this Agreement between the Parties shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within New York County, New York (including the Southern District of New York). **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING AGAINST COMPANY WHEREBY MORE THAN ONE PROGRAM PARTICIPANT PARTICIPATES IN THE SAME ACTION.**