



TERMS & CONDITIONS

BeSelfNow LLC

By signing your name in the signature space, or otherwise enrolling, electronically, verbally, clicking "I Accept," entering your credit card information, or otherwise, in the Program (as defined below) you ("Client") are entering into this legally binding Workshops and Coaching Agreement ("Agreement") with BeSelfNow, LLC (the "Company"). Subject to the terms and conditions as set forth herein, Client retains Company and Company hereby accepts Client's retention to perform services described herein.

- 1. Services.** Company shall provide, participate in and/or facilitate such programs, workshops, group discussions, activities, and/or coaching during the program described in the Credit Card Authorization and Payment Schedule ("Program"). Company may, at its election, substitute services equal to or comparable to the Program for Client and such substitution may include without limitation a different coach, of Company's selection, to facilitate all or part of the Program and/or phone, virtual or Internet meetings for all or part of the Program.
- 2. Scheduling; Absences.** If Client needs to reschedule an individual session, then Client shall notify Company by text to provided number or by email to ashmi@beselfnow.com no later than forty-eight (48) hours before the start of the scheduled individual session. If Client reschedules fewer than forty-eight hours before the start of the scheduled individual session, then Company may, in its sole discretion, refuse to reschedule the session and such session shall be forfeited by the Client, with no refund to be issued by the Company. All the sessions in each designated Program or Retreat shall be scheduled and completed within the six-month designated timeframe of the Program from the date of signature on the Agreement, unless otherwise agreed to by the Company. If a coach is ill, there is severe weather, or other emergency, then Company may, at its election, reschedule part of the Program, substitute a different coach of Company's choosing, and/or hold a phone, virtual or Internet meeting. If, in Company's discretion, an insufficient number of participants commit to a Program or Retreat, then Company may cancel or reschedule the entire Program or Retreat. If Company cancels or reschedules the entire Program or Retreat, then Company shall issue a refund or, at Client's election, Client may apply his/her/their Fee (as defined below) towards a subsequent or comparable Program or Retreat.
- 3. Payments; No Refunds.** Client shall pay Company a total fee as stated in the Payment Authorization and Payment Schedule as full compensation for Client's participation in the Program ("Fee"). If Client does not attend any part or all of the Program for any reason or no reason, then Company shall not issue a refund except as expressly provided in this Agreement.

4. **Term; Termination.** This Agreement will take effect on the date first written above and shall terminate upon completion of the Program, unless terminated earlier in accordance with this Section 4 of the Agreement. Company may terminate this Agreement and/or the Program immediately for any reason or no reason. If Company terminates this Agreement and/or the Program, Client shall pay Company any outstanding balances for services received; however, Company shall not charge for, or shall refund a pro rata share of, future services. Client may terminate this Agreement and/or the Program immediately for any reason or no reason; provided, however, that Client's obligation to pay the total Fee will survive termination of this Agreement and/or Program. Termination of this Agreement for any reason or no reason will not affect: (a) obligations which have accrued as of the date of termination; and (b) those obligations which, from the context hereof, are intended to survive termination of this Agreement.
5. **Client Cooperation.** Client agrees to reasonably cooperate with the Company. At Company's request, Client shall provide Company with any documents, information, or data necessary for Company to perform its services in a timely fashion. Client shall attend Program sessions and for best result complete all program assignments in a timely manner. Client understands that his/her/their ultimate success or failure in the Program will be the result of his/her/their own efforts, particular situation and innumerable other circumstances beyond the Company or any of its coaches knowledge and control.
6. **Personal Responsibility; No Substitute for Medical Treatment.** Client acknowledges that the Company and its coaches are not licensed or specialist healthcare professionals. A coach is a mentor and guide to help clients reach their own goals. Client acknowledges that coaches or Company are not acting in the capacity of a doctor, dietician, nutritionist, psychologist, or psychiatrist. Client acknowledges that he/she/they is responsible for his/her/their life and wellbeing, as well as the lives and wellbeing of his/her/their family and children (as applicable), and all decisions made during and after the Program. Company is not responsible for any decisions made by Client as a result of coaching and any consequences thereof. Client shall seek medical treatment, including without limitation psychiatric services, if needed. If Client has an emergency, Client shall contact a hospital or crisis center. A coach is a mentor and guide to help clients reach their own goals.
7. **No Warranty.**
 - A. Company makes no representation that Client will be satisfied with the results of Company's performance or the Program, or that any particular results will be achieved by Client, even if communicated to Company. If Client is dissatisfied with Company's performance under this Agreement, Client's sole remedy is to terminate this Agreement in accordance with the provisions hereof.
 - B. COMPANY IS NOT MAKING ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. CLIENT ACKNOWLEDGES THAT THE TEXT IN THIS SECTION 7 IS CONSPICUOUS.

8. Limitation of liability.

- A. CLIENT EXPRESSLY ASSUMES THE RISKS OF COACHING, INCLUDING WITHOUT LIMITATION THE RISKS IN MAKING LIFESTYLE CHANGES. Company, its shareholders, directors, officers, employees, agents, and affiliates, as well as Ashmi Shah in her individual capacity (COLLECTIVELY OR INDIVIDUALLY A "COMPANY RELEASEE") will not be liable to Client or any nonparty for damages arising from an act or failure to act on its part in connection with its performance under this Agreement, except to the extent that that a Company Releasee's reckless disregard for the consequences of his/her/their actions intentionally caused harm and Client has suffered damages.
- B. IN NO EVENT WILL THE TOTAL LIABILITY OF COMPANY RELEASEE ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF EXCEED THE TOTAL FEES ACTUALLY PAID TO COMPANY BY CLIENT FOR THE PROGRAM.
- C. COMPANY RELEASEE WILL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS. THIS LIMITATION OF LIABILITY PROVISION IS independent of any other limitation of liability and reflects a separate allocation of risk from provisions specifying or limiting remedies. THE FEES STATED FOR THE SERVICES ARE A CONSIDERATION IN LIMITING COMPANY RELEASEE'S LIABILITY.
- D. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT AGAINST COMPANY RELEASEE MORE THAN ONE (1) YEAR, or the shortest duration permitted under applicable law if such period is greater than one (1) year, AFTER THE CAUSE OF ACTION HAS ACCRUED.
- E. CLIENT ACKNOWLEDGES that HE/SHE/THEY IS at least 18 years of age (or, if less than 18 years of age, has caused this AGREEMENT to be signed by HIS/HER/THEIR parent or legal guardian). CLIENT ACKNOWLEDGES that this ENTIRE AGREEMENT INCLUDING WITHOUT LIMITATION THIS SECTION
- F. LIMITATION OF LIABILITY shall be binding upon HIS/HER/THEIR estate, HIS/HER/THEIR heirs, next of kin, executors, administrators, representatives, successors and assigns.
- G. THIS SECTION 8 WILL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.
- H. CLIENT ACKNOWLEDGES THAT THE TEXT IN THIS SECTION 8 IS CONSPICUOUS.

9. **Governing Law; Arbitration.** This Agreement and all aspects of the relationship between Company and Client will be construed in accordance with the laws of the state of California applicable to agreements that are executed and fully performed within California, without regard to any choice of law rules thereunder. Except as provided in Section 12 of this Agreement, as the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or relating to this Agreement, Program, or Client's relationship with Company, Company or Client may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limitation of Liability provision. The arbitrators will award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and reasonable attorneys' fees.
10. **Indemnification.** Client shall indemnify Company, its shareholders, directors, officers, employees, agents, and affiliates, as well as Ashmi Shah in her individual capacity (collectively "Company Indemnities"), against any and all loss, claim, cause of action, lawsuit, damage, liability, cost (including without limitation litigation and discovery costs, and reasonable attorneys' fees) or any other expense whatsoever which any Company Indemnities may incur arising out of or relating to any claim, suit or proceeding instituted by a third party arising out of or relating to Company's services to Client, or which result, in whole or in part, from the acts, errors or omissions, including negligent acts and statutory violations, of Client. This duty to indemnify Company Indemnities will survive any expiration or termination of this Agreement.
11. **Non-Disparagement.** Client shall not disparage the Company or any of its shareholders, officers, directors, employees, agents, or affiliates. For purposes of this Section, "disparage" means any negative statement, whether written or oral, about Company, Program, any of Company's services, Ashmi Shah, or any of Company's coaches, agents, or affiliates. Client acknowledges that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the Company refusing to enter into this Agreement.

12. **Confidentiality.** Each of Client and Company (the “Receiving Party”) shall hold in trust for the other party hereto (the “Disclosing Party”), shall not disclose to any person or entity other than the Receiving Party’s employees and agents who have a need to know such information in order to perform the coaching services, and shall not use in any way detrimental to the Disclosing Party, any confidential or proprietary information of the Disclosing Party (“Confidential Information”). Without limiting the generality of the foregoing, “Confidential Information” includes any and all information relating to the Disclosing Party’s products, services, research, development, trade secrets, marketing and business plans, strategies, customers, suppliers, employees, agents, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement or becomes known to Receiving Party without restriction from a source other than Disclosing Party. In the event the Receiving Party receives a subpoena or court order to disclose any Confidential Information, the Receiving Party shall deliver prompt written notice to the Disclosing Party and shall cooperate with the Disclosing Party’s attempts to obtain a protective order or other similar protection for the Confidential Information. Company and Client acknowledge that the disclosure or misuse of the Confidential Information by the Receiving Party in violation of this Agreement may cause irreparable harm to the Disclosing Party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law for any breach by Receiving Party of this Agreement. Therefore, in addition to any other rights and remedies it may have, Disclosing Party will be entitled to obtain from a court of competent jurisdiction an order restraining any such disclosure or other breach of this Agreement and for such other relief as may be appropriate, without the necessity of
13. posting bond. Such remedy will be in addition to any other remedies otherwise available to the Disclosing Party at law or in equity. This provision will survive any termination of this Agreement.
14. **Ownership of Company’s Intellectual Property.** Company alone will own all right, title and interest, including all related intellectual property rights such as copyright throughout the world and moral rights, to all course materials, manuals, documents, memoranda, materials, web content, artwork, graphics and other work product created or developed by Company for the Program and/or in the course of providing coaching services to Client (“Company’s Intellectual Property”). Company hereby grants Client a limited and revocable license to use Company’s Intellectual Property for his/her individual use only in connection with receiving coaching services in the Program. Client shall not use any of Company’s Intellectual Property otherwise. Client shall not share, copy, distribute, or otherwise disseminate Company’s Intellectual Property without Company’s prior written consent. Client shall not sell, distribute, sublicense, assign, or otherwise transfer any of Company’s Intellectual Property and any such purported or attempted sale, distribution, sublicense, assignment, or transfer will be null, void, and of no force or effect whatsoever.

15. **Model Release.** Client hereby irrevocably grants permission for Company to record or photograph, or cause recordings and/or photographs to be made, of all or part of the Program. Company may use Program materials, recordings and/or photographs, and materials submitted by Client in the context of the Program for future lecture, teaching, and marketing materials, and further other goods or services provided by Company. Client hereby irrevocably grants permission to Company and/or Company's assignees to use Client's name, voice, image, likeness, the city and state of Client's residence, and biographical and other information concerning Client ("Released Material") for any purpose, in any media, now known or hereinafter devised, in perpetuity throughout the universe, without compensation, obligation, or liability to Client of any kind whatsoever. Client acknowledges that his/her image may be edited, copied, exhibited, published or distributed and waives the right to inspect or approve the finished product wherein his/her likeness appears.

Client hereby releases Company, its shareholders, directors, officers, employees, agents, and affiliates, as well as Ashmi Shah in her individual capacity from any claim or cause of action, now known or later discovered, for, among other things, invasion of privacy, right of publicity, and defamation arising out of or relating to the use and exploitation of the Released Material. THIS SECTION 14 WILL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT THE TEXT IN THIS SECTION 14 IS CONSPICUOUS.

16. **Modification; Waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by all parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

17. **Severability.** The parties intend as follows: i) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; ii) that if an unenforceable provision is modified or disregarded in accordance with this Section 16, then the rest of this Agreement will remain in effect as written; and iii) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

18. **Assignment.** Client has no right or power to assign or transfer this Agreement, or any of his/her rights, duties, or interest herein, and any such purported or attempted assignment will be null, void, and of no force or effect whatsoever. Company may assign any of its rights, duties or obligations under this Agreement without Client's consent.
19. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.