

Terms of Use: Abs After Baby

By checking the box next to this Terms of Use, and clicking the “Purchase” button, you, the purchaser of the Abs After Baby outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by Kim Perry Co., A Massachusetts LLC (hereinafter “Coach”), and you agree you are voluntarily entering into a legally binding Agreement with Coach, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of **(\$149.00 USD)** Client has agreed to purchase the Abs After Baby hereinafter “Program”). In exchange, Coach agrees to provide the services outlined in the Program Details below, and Program Outline Addendum attached hereto.

1. Program Outline:

- A.** Client agrees and understands that he/she is purchasing Abs After Baby
 - POST-PREGNANCY FUNDAMENTALS
 - UNDERSTANDING YOUR CORE
 - 15-WEEK TRAINING PROGRAM
 - AT-HOME WORKOUTS
 - BONUS FAT-BURNING VIDEOS
 - 40 VIDEOS +
- B.** Client acknowledges that he/she has read the Program Outline Addendum and conducted any additional research necessary to feel he/she understands what is being provided in Abs After Baby as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Coach’s website.
- C. GOALS OF PROGRAM:**
- D. Program is not to be considered a substitute for medical wellness or treatment. While Coach is a certified Pregnancy Coach, Coach is not able to nor will she provide any sort of medical diagnoses, treatments, medications, or other services that are completed by a medical professional. Program is not designed to treat any mental, emotional, or other medical conditions. If you as the Client believe you may be in need of medical treatment or a diagnosis to relieve a current condition, Program is not right for you. By completing this Agreement, you confirm you are not looking for medical treatment, understand the difference between coaching and treatment, and do not expect Coach to provide any services other than that outlined below in the Program Outline Addendum.**

2. Confidentiality

- A.** Client understands he or she is purchasing the Abs After Baby Program with Coach; one of the primary elements in engaging in a coaching relationship with Coach is his/her ability to provide Client with personal guidance, teachings, materials, and exercises that make up the program. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Coach, including but not limited to materials such as verbal advice, mindset guidance, written templates, modules, technical information, business advice, and/or other information that may have become available for use through Client’s participation in the program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Coach’s program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own coaching business without express written permission of Coach. Client also understands and agrees he/she will not disclose or use any information provided to Client during coaching sessions, discussions, or otherwise.

- B. In addition, Coach understands he/she will likely obtain confidential information about Client and his/her business throughout the course of the program, and hereby agrees not to use, share, or otherwise reveal this information about Client, without Client's express written consent.
- C. Should Client breach this provision and disclose confidential or proprietary information belonging to Coach or another participating in the Program, Client understands additional action may be taken by Coach up to and including legal action.

3. Testimonials

- A. Coach may request Client provide a testimonial to be published on Coach's website, or on various sales materials for this or another Program created by Coach. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in relationship between Coach and Client if Client refuses testimonial.
- B. If Client accepts and provides Coach with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Coach's website or otherwise. Should Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming same, and confirming Coach's rights to use Client's testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Coach an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Coach as part of a Testimonial.

4. Payment and Payment Plans

- A. Client understands the cost of the program is **one hundred and forty-nine dollars (\$149.00 USD)**, which is payable up front, in full, unless a payment plan has been offered by Coach, or otherwise arranged between Coach and Client. Client agrees to render payment via Paypal, Credit Card, etc. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Coach's website or a designated third party payment processor of Coach's choosing, in full. Absent an agreement regarding a payment plan with Coach, Client must complete payment in full before becoming entitled to any products or services included within Program.
- B. If Client and Coach have not agreed upon a payment plan, Client understands one is not available, and agrees to provide payment in full, upfront, in the manner(s) designated on Coach's sales page.

5. Refund Policy

- A. Due to the subjective nature of the Program provided by Coach, and Coach's inability to control Client's availability, motivation, external forces, financial situation, or level of engagement in Program, Coach is not able to offer refunds once Client has purchased the program. If Coach is somehow unable to provide services as outlined on sales page, regardless of Client results, Coach or his/her team will be in touch regarding rescheduling, and/or discussing an alternative form of services, in order to fulfill obligations. If Coach is not able to reschedule, and no suitable alternative form of service is available, Client may be entitled to a partial refund, depending on the amount of work Coach and Client were able to complete. If partial services were performed, Coach and Client may come to an agreement whereby a partial refund is issued, at Coach's discretion.
- B. Client further agrees and understands that changing his/her mind about the Program, failing to follow through or understand the details of the Program, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle her to a refund.

6. Medical Disclaimer – Not Medical or Professional Advice

- A. The purpose and goal of Program is to provide Client with postnatal workouts. Program and content contained within the Program is not to be considered medical advice, and nothing within the Program is intended to provide or act as a substitute for mental health treatment.

- B.** Client understands and agree that Coach is a certified Pregnancy Coach; however Program offers coaching services in the field of health, wellness, diet, and/or fitness only. There are no treatment or medical-based elements to Program, and it is not meant for those who are in need of (or think they may be in need of) medical services. Coach is not attempting nor suggesting Client enroll in Program in place of a personalized consultation with a medical professional in your geographical area.
- C.** Coach encourages Client to consult a physician if he/she suspects he/she may benefit from such services. We will assume that all individuals choosing to purchase Program will have previously obtained clearance and permission from their applicable personal medical physician and has concluded that the coaching Program offered is right for them. **Nothing contained within Program is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.**

7. Discontinuation of Program

- A.** Program does not provide any medical advice, treatment, or counseling/therapy services to Client. If at any point during Program, Coach believes Client to be in need of medical treatment or other services Coach cannot provide, Coach will advise Client of this. Client has the right to refuse this referral and ignore the recommendation; however, Client may be asked to discontinue use of Program for his/own well-being, until such treatment can be provided. Should Client wish to disregard Coach's recommendation and wish to continue with Program, Client agrees to sign an additional waiver confirming this information.
- B.** If Client has not completed Program at the time of discontinuation, any decisions regarding partial refunds are the sole decision of Coach, and may or may not be offered.

8. Voluntary Participation

- A.** Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in her services and that Program is able to help many people, You acknowledge and agree that Kim Perry Co. is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

9. Disclaimer /No Guarantees

- A.** Client understands that he or she must actively participate in the full Program in order to see results. While many of Coach's past and current clients have experienced wonderful benefits from the Program, and Coach and his/her team will act in their full capacity to ensure your success and happiness in the Program, Coach cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Coach and Program harmless if he or she does not experience the desired results.
- B.** Client understands that all services provided by Coach in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Coach on a purely voluntary basis and does not hold Coach or Program responsible should Client become dissatisfied with any portion of the Program.
- C.** Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Coach delivers the Program as described in the Program Outline Addendum below, or similar substitutes, upon additional agreement by Coach and Client.

- D. Client also understands Coach is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Coach harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Coach on his/her website and within the Program is comprised of information that has worked for Coach and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Coach cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Coach responsible for.
- E. *Client also understands he or she is purchasing the Program and participating freely and voluntarily. The information contained within the Program may not be suitable for all persons and all fitness levels, and Client understands he or she is required to modify accordingly, based upon his or her fitness levels, and instructions by physician.*

10. **Waiver/Assumption of the Risk**

- A. Client understands he/she is entering into a Program for the purpose of achieving a desired health and/or fitness goal through Coach's Program. Client confirms he/she is entering into this Program voluntarily and of his/her own free will.
- B. Client certifies he/she has or will be evaluated by his/her personal physician and obtain medical clearance prior to beginning any fitness, exercise, diet, health or wellness-related Program with Coach. If Client elects not to obtain this medical clearance prior to beginning Program, he/she understands the potential injuries and ramifications of such actions, and agrees not to hold Coach responsible for any such injuries or negative consequences.
- C. Client understands Program may include elements of diet and exercise, which bring inherent risks of illness, injury, or other similar unanticipated consequences. Client agrees he/she is aware of and assuming these risks in order to voluntarily proceed with Coach's Program. Should any such incidents occur, Client understands it is of no fault or responsibility of Coach, and agrees Coach is not liable.

11. **Intellectual Property**

- A. Client agrees and understands that Coach has created numerous original, creative works in connection with the Program, and agrees that Coach maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Coach. Client agrees she may be granted a limited right to use selected materials in the course of his or her own business, but understands that the original proprietary rights remain with Coach. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Coach to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.
- B. Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Coach, without Coach's express written consent. If such behavior is discovered or suspected, Coach reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.
- C. **Licensee Rights: Coach's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Coach as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferrable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Coach. As a "Licensee," Client understands and agrees that Client will not:

- Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Coach;
 - Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Coach, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
 - Claim any content created by Coach as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Coach was Client's work, and use in his/her business as his/her own.
 - Share purchased materials, information, content with others who have not purchased them.
 - Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.
- D. This Agreement is the intellectual property of Christy Westerfeld, Esq. and may not be used (in whole or in part) without express, written permission from Ms. Westerfeld. Unauthorized use may constitute copyright infringement and may be prosecuted to the full extent of the law.

12. Indemnification

- A. Client agrees at all times to defend, fully indemnify and hold Coach and any affiliates, agents, team members or other party associated with Coach harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Coach be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Coach's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Coach, free of charge.

13. Dispute Resolution

- A. Should a dispute arise between Coach and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Coach responsible for any specific results, or those results which have been achieved by other clients of Coach.)
- B. If unable to reach a resolution informally, Client and Coach agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed in Worcester, MA within a reasonable amount of time. Client and Coach agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties, and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

14. Applicable Law

- A.** This Agreement shall be governed by and under control of the laws of Massachusetts regardless of conflict of law principles, and regardless of location of Client. Client understands this and agrees that the laws of Massachusetts are to be applicable here.

15. Amendments

- A.** This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Coach, or a party authorized to sign on behalf of either party.

PROGRAM OUTLINE ADDENDUM

Client understands, acknowledges, and agrees he/she is purchasing the **Abs After Baby**. Once the Program is purchased and all Agreements are signed, the Program to continue for a period of forever as it is a downloadable ebook.

- **Modules:** Coach will make available 7 modules, to be made available upon purchase of Program, released immediately. These Modules are intended to release proprietary information created by Coach for personal benefit of Client. Client agrees and understands that he/she is not to share, copy, distribute, or otherwise use (other than that which is expressly allowed) the information provided to her as a result of her participation in the program.
- **Facebook Group Access:** Client may also be granted access to a private group on social media organized by Coach as part of the individual coaching package. If granted access, Client agrees to use common sense when posting or responding to others' in the group, and agrees to refrain from posting any negative or unnecessary comments.
 - Should Client choose to post anything in this Facebook group, Client is agreeing and acknowledging he or she will not post anything that could harm Coach or another user, or include anything defamatory, harmful, hurtful, or otherwise upsetting. Client understands that if he/she makes the decision to post content that constitutes cyber bullying, Client's comments will be removed immediately, and Coach reserves her right to take action against Client to the full extent of applicable laws.

END OF DOCUMENT
