



RELATIONSPOT INC SOCIAL COACHING COMMUNITY CLASSES AGREEMENT

This Social Coaching Community Classes Agreement (the "Agreement") is entered into by and between **RELATIONSPOT INC**, a Delaware Corporation (the "Company"), and the individual accepting this Agreement electronically ("You," "Your," or the "Client"). The Company and the Client shall be collectively referred to herein as the "Party" or "Parties." The Parties hereby agree to the following terms and conditions of this Agreement.

- 1. Services.** The Company provides social coaching community class services (the "Services" or "Coaching"). Coaching Classes are an ongoing relationship that facilitates your interpersonal and social interaction development in the context of social relationship building. The Company offers services in video one-to-one and/or small group settings. The Company will conduct an initial intake process that helps the Company learn about your personal background, behaviors, and personality to generate baseline information about you. The initial intake is used to provide valuable information to guide the Company in providing services to you.
- 2. Your Acknowledgment.** You acknowledge that coaching is not a form of or substitute for counseling, psychotherapy, mental health care, or other medical or health care intervention of any kind. The Company services are not, and do not claim to be, provided by a licensed medical or mental health professional. If you are currently under the care of a mental health professional, it is your responsibility to consult with such professional regarding the advisability of working with the Company's coach(es). If at any time you feel the need for professional counseling, you agree to promptly inform the Company and seek the assistance of a licensed professional. In addition, you understand that participating in coaching entails risks associated with a challenging program of personal development, including risks of mental or emotional upset as well as risks that may not be foreseeable at this time. By electronically accepting this Agreement and participating in coaching, you freely and voluntarily assume all such risks. You further understand and acknowledge that desired or anticipated results may not be achieved, and you take full responsibility for your results, personal health and well-being, actions, and decisions. THE COMPANY MAKES NO GUARANTEE, REPRESENTATION, OR WARRANTY AS TO THE RESULTS THAT YOU MAY ATTAIN THROUGH THE SERVICES, AND THE COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF RESULTS.
- 3. Packages/Fees.** You agree to pay to the Company fees associated with your selected Social Coaching Community Class Package(s) listed and available on the Company website. All fees are non-refundable, except as otherwise specifically set forth in this Agreement.
- 4. Cancellation Policy.** You may cancel this Agreement at any time. The Company may cancel this Agreement if you overstep boundaries, display inappropriate behavior, make derogatory remarks, threaten the coach, and/or for any other reason the Company deems appropriate for cancellation, including without limitation, nonpayment by you of any amount payable and due to the Company. You are not entitled to any refunds if either you or the Company cancels this Agreement.
- 5. Consent to Store and Utilize Information.** You hereby grant full permission to the Company to store and otherwise use any and all information you provide to the Company for Company purposes in perpetuity.

6. **Confidentiality and Cooperation.** The coaching relationship is built on trust and honesty. You acknowledge and agree that your full and honest participation is required to receive the best results or outcomes. The Company and you each agree that all information furnished to each other, or to which either has access under this Agreement, shall be deemed confidential and proprietary information of the disclosing party and shall remain the sole and exclusive property of the disclosing party. Each Party shall treat the proprietary information and the contents of this Agreement in a confidential manner, except to the extent necessary to, and in connection with, the performance of the Party's obligations under this Agreement. The Company and you agree never to use, disclose, or permit access to any Confidential Information of the other Party and will take all reasonable precautions to prevent any person or entity from accessing the other Party's Confidential Information. Each Party understands that neither Party, including without limitation its representatives and affiliates, is permitted to sell, license, market, or otherwise exploit any of the other Party's Confidential Information, in whole or in part, during or after the term of this Agreement. The provisions of this Section shall survive termination or expiration of this Agreement.
7. **Non-Disparagement.** The Parties shall maintain the respective reputations of each other and shall not take any action or make any statement, whether oral or in writing, against the other Party that is defamatory or derogatory or is done with the purpose of causing damage to the other Party's respective personal and/or business reputation. This clause shall survive termination of this Agreement.
8. **Governing Law; Dispute Resolution.** The terms of this Agreement and the transactions contemplated herein shall be exclusively governed by and in accordance with the laws of the State of New York and the United States, without regard to the conflicts or choice of laws thereof. Except that either Party may seek equitable or similar relief from any court of competent jurisdiction (and without the need for that Party to post any security or bond in seeking such equitable or similar relief), any dispute, controversy, or claim arising out of or in relation to this Agreement, at law, or the breach, termination, or invalidity of this Agreement that cannot be settled amicably by agreement of the Parties shall be finally settled exclusively in accordance with the arbitration rules of AAA Mediation then in force, by one or more arbitrators appointed in accordance with said rules. The place of arbitration shall be in the State of New York, U.S.A. The Parties hereby waive their right to trial by jury to the fullest extent permitted by law. The award rendered shall be final and binding on both Parties and non-appealable. Judgment on the award may be entered in any court of competent jurisdiction. In any action, suit, or proceeding to enforce rights under this Agreement, the prevailing Party shall be entitled to recover, in addition to any other relief awarded, the prevailing Party's reasonable attorneys' fees and other fees, costs, and expenses of every kind in connection with the action, suit, or proceeding, the collection of any award, or the enforcement of any order, as determined by the arbitrator(s) or court, as applicable.
9. **Severability.** In the event any portion of this Agreement is found to be in violation of any law or government rule, regulation, or ordinance, such portion shall be deemed stricken and the remainder of this Agreement shall be enforceable to the fullest extent permissible by law.
10. **Entire Agreement.** This Agreement represents the sole and entire agreement between the Parties concerning the subject matter herein and supersedes all prior contracts, agreements, negotiations, discussions, and understandings, whether oral or in writing, between the Parties and/or their representatives. The Parties represent that in executing this Agreement, they have not relied upon any representation or statement not set forth herein. No modification, change, amendment, or waiver of any of the provisions hereof shall be valid unless in a writing and signed by the Parties hereto.
11. **Construction.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto. This Agreement shall not be construed against the Party preparing it, but it shall be construed as if the Parties jointly prepared it, and any uncertainty or ambiguity shall not be interpreted against any Party.
12. **Waiver.** No breach of any provision of this Agreement can be waived by any Party unless in writing. Waiver of any one breach by a Party shall not be deemed to be a waiver of any breach of the same or any other provision hereof by that or any other Party.
13. **Headings.** Each Party respectively warrants and guarantees that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. In addition, each person electronically accepting this Agreement warrants and guarantees that he or she has been duly authorized and has full authority to accept this Agreement on behalf of the person or entity for whom acceptance is provided.

14. **Authorization.** Each Party respectively warrants and guarantees that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. In addition, each person electronically accepting this Agreement warrants and guarantees that he or she has been duly authorized and has full authority to accept this Agreement on behalf of the person or entity for whom acceptance is provided.
15. **Counterparts; Electronic Acceptance.** This Agreement may be executed in counterparts, and each such counterpart, when taken together, shall constitute a single and complete Agreement. The Client agrees that checking the required acceptance box and completing the online checkout or registration process constitutes the Client's electronic signature and acceptance of this Agreement. If applicable, the Client's legal guardian also agrees that checking the required guardian acceptance box and completing the online checkout or registration process constitutes the legal guardian's electronic signature, consent, and acceptance of this Agreement on the Client's behalf. The Client and, if applicable, the Client's legal guardian agree that such electronic acceptance has the same legal effect as a handwritten signature.
16. **Legal Guardian Consent and Release.** If applicable, the Client's legal guardian attests that he or she is in fact the legal guardian of the Client and hereby waives, releases, absolves, indemnifies, and agrees to hold harmless Releasees for any claim arising or any injury to the guardian's dependent and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with the dependent's agreement. The legal guardian consents to the foregoing and grants permission for the dependent to be a Client pursuant to the terms and conditions of this Agreement.