



## Terms and Conditions

### 1. Membership Outline:

A. Client agrees and understands that membership is a six (6) or twelve (12) month experience (based on the option selected at checkout) designed by Company (Powerhouse Revolution Ltd. trading as 3SIXTY Leaders Club) to provide coaching, mentoring and training services (“the Services”) which are designed to support the Client in their professional role.

Client understands that the Company will engage the services of their employees, contractors, and third-party vendors as necessary in order to deliver the membership. Sessions will be delivered by a qualified, educated Coach, trainer or assistant with the necessary experience and skill to deliver the session adequately. Coaches may change through the course of the membership.

B. Client acknowledges that he/she/they have read the membership Outline and conducted any additional research necessary to feel Client understands what is being provided in membership 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 Company’s website.

C. Client understands membership is a completely virtual, online-only experience, (any in person events are paid for separately based on preferential members rates) and Client will need an internet connection, computer or adequate mobile device, as well as various programs or software to adequately experience membership in full. Client also understands that all virtual calls, trainings, and/or meetings conducted via virtual platforms such as Zoom will be recorded and uploaded into the members’ area, and/or shared with current or future students of membership. By signing this Agreement, Client expressly consents to the recording and sharing of all Zoom

sessions, as well as uploading and otherwise using such recordings within membership.

D. Client must be 18 years of age to enter into this Agreement; if Client is under 18, he/she/they may not purchase access to the membership.

E. By entering into this Agreement, Client understands and accepts that they are entering into a 6 or 12 month membership subscription, as selected at checkout, for the purpose of receiving training and coaching services delivered by way of training and coaching from Powerhouse Revolution Ltd. and associates in accordance with the terms of this Agreement. 3SIXTY LEADERS CLUB membership is a professional development service which is designed to support the Client. Subject to the Payment Terms being adhered to by the Client, membership shall include the following:

F. You must register for all training and coaching sessions when notified to do so via our email newsletter and private community group as call numbers are capped to ensure intimacy and deliverability of the service. You must add [hello@3sixtyleadersclub.com](mailto:hello@3sixtyleadersclub.com) and [support@3sixtyleadersclub.com](mailto:support@3sixtyleadersclub.com) to your contacts to ensure you receive our communications. Up to 60-minute group coaching session “connect” call and 1 hour training sessions “learn” call, delivered via Zoom or other online platform. Additional bonus sessions may be added at the discretion of the company.

G. Exclusive access to a private members only LinkedIn group, or similar, to build community and ask questions. Private access to coaches or employees via DM or email is not included. All questions must be asked in the community area and on the training and coaching calls. For disputes, refer to the disputes section. When 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 or LinkedIn group (or similar), Client is agreeing and acknowledging he or she will not post anything that could harm their employer, company or another member, or include anything defamatory, harmful, hurtful, or otherwise upsetting. Client understands that if he/she makes the decision to post content that constitutes cyberbullying, Client's comments will be removed immediately, and company reserves her right to take action against Client to the full extent of applicable laws including but not limited to removal from the membership without refund.

H. The Client acknowledges and understands that the membership is a group membership and that the Sessions are group sessions without private coaching. VIP upgrades to private coaching are available and must be purchased. Client agrees to conduct him/herself in a reasonable and responsible manner at all times during

membership and within the Platforms. In the event Client acts in a way which is disruptive, or which causes offence, distress or alarm, to any other student within membership, Client will be excluded from the group call and /or removed from the membership without refund. Following such removal and exclusion, company will arrange a meeting with the Client to discuss the matter and to determine whether Client will be removed and/or excluded permanently. Such decision to be at company's absolute discretion

I. Lifetime access to the online learning portal and their resources contained therein, for the lifetime the portals exist. In the event the portals are being removed, you will be contacted and will have 7 days to download the resources should you wish to keep them. Company will confirm the date and time of each Session by posting details of the Session date and start time within the private community, email, or another platform used in connection with the membership. Client is responsible for checking the calendar of events and registering for sessions so they can attend. Client will be made aware of the way in which Company gives notice of Sessions, and agrees it is the Client's responsibility to check these places to confirm date and time of each Session e.g. monthly email newsletter and private LinkedIn group post.

J. If Client is unable to attend a Session, Client shall forfeit the right to that Session; it will not be rescheduled for the group if Client is unable to attend.

K. In the event that the Client is invited to attend any additional retreats or events put on by company, Client shall be responsible for purchasing tickets at preferential members rates arranging and funding their own travel and accommodation in order to participate in such activities. Any such additional retreats or events may require signature of an additional waiver prior to booking / attending.

L. Additional Services. In addition to the deliverables outlined below in the membership Outline Addendum, Client may also receive access to the Additional Support Services, if offered. company shall use reasonable endeavours to respond to additional support services within 48 hours, as long as company has been properly tagged or notified of such comment, message or question in the private community group. Should Client request any additional contact or services beyond that which is offered in membership, such services shall be considered in addition to membership, and will be agreed upon in writing and invoiced separately.

M. Company reserves the right to make amendments, revisions or changes to the membership or cancel, amend, change or reschedule any part of the membership as is reasonably required. company shall not be liable to the Client for any changes or cancellations that are made, as long as reasonable alternative services as offered in

such that Client receives the services offered at the time of purchase, with reasonable similarity, or suitable alternatives.

## 2. Confidentiality

A. This Agreement is considered a mutual non-disclosure agreement, meaning both Client and company agree not to disclose, reveal, or make use of any confidential information learned by either party during discussions, companying sessions, calls, emails, or otherwise. The company may share client results, while redacting personal information to ensure confidentiality is maintained, unless the client has given permission, verbal or written to disclose identity e.g testimonials. Such “Confidential Information” includes, but is not limited to, companying strategies, proprietary methods of the membership, proprietary methods belonging to company regarding methodologies Client learns as a result of working with company, plans or outlines for future memberships or packages, information contained in documents or any other original work created by company, and any and all other intellectual property (discussed below.)

B. Client and company agree that the responsibility to refrain from disclosing or sharing any and all Confidential Information learned as a result of membership shall survive the expiration of this Agreement and company’s services.

C. Due to the group nature of the membership, Client also understands he/she may have access to confidential information shared by other clients of company during group calls, if any, and/or other similar companying mediums. Client understands that she may not disclose any trade secrets or confidential information from their employer and is solely responsible for ensuring he/she upholds his/her company’s confidentiality, business, and HR policies. Client understands his/her/their obligation to keep such information private, which includes an agreement not to share the information with anyone, as well as the agreement not to copy, use, or otherwise compromise another client’s information, per the intellectual property paragraph below. Should Client breach this provision and disclose confidential or proprietary information belonging to company or another participating in the membership, Client understands additional action may be taken by company up to and including legal action.

D. Client will keep any username and password required to login to membership strictly confidential, and is forbidden from sharing such information with any third party. Client is responsible for all usage that occurs under his/her account, regardless

of whether it was Client personally taking the actions. Third- party platforms including but not limited to email, Zoom, LinkedIn, Instagram, Facebook, and online learning portal we may be used during membership in order to communicate with clients, and/or deliver services.

E. Client also agrees he/she/they will not compete with others in membership in a way that may damage their career or client relationships, including but not limited to attempting to take team members from one another, manipulation to ascertain employer trade secrets, speaking negatively about another membership participant, attempting to copy or use materials created by another participant, or otherwise acting in a manner that could hurt the career or livelihood of another membership participant. Client also agrees to refrain from employing, engaging, or attempting to induce any of company's employees, contractors, clients, or prospective clients without company's express written consent. Suspicion of doing so may result in Client's removal from membership without refund. Client will not canvas, promote or advertise their company's products or services to any membership participants without the company's express consent to ensure harmony between the group.

F. For confidentiality agreement for private one to one coaching with our associate coaches, refer to the section on one to one coaching in this agreement.

### 3. Payment

A. Client must pay in full as disclosed at the time of acceptance to the membership, post application process. Payment plans may be available at the discretion of the company and additional fees of 20% may apply.

In the event a discount code is provided this may only be used one time by a single client,. When the membership is renewed, the original discount will automatically be applied. This may be used to unlock a special offer price at the discretion of the company. Company may also permit additional payment plans on a case-by-case basis, in writing, for individual clients. Should Client come to an agreement with company regarding a different payment plan in writing, that payment plan shall be controlling, and shall be considered incorporated by reference herein and part of this Agreement.

B. Client agrees to render payment via Stripe, or bank transfer, or any other method approved by company. Client understands he/she/they are responsible for the full payment and agrees to pay the sum electronically either at checkout page or via alternative method agreed by the Company, including stripe payment link, PayPal or electronic bank transfer. Client will not gain access to materials within membership

until payment in full is received, or until the initial payment in a payment plan has been received and cleared. At the time of renewal, Client will be notified in 6 weeks in advance. If the client chooses to cancel, access to the services will be terminated on the membership expiry date.

C. Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands: (1) If Client is more than seven (7) days late on any bank transfer or invoice payment, or more than three (3) days late on any Stripe payment, Client may be removed from membership and access to all benefits unless and until the account is made current, and (2) a late fee of €60 will attach to Client's invoice. If at any time Client's outstanding balance is over thirty (30) days overdue, company shall be entitled to instruct a collections agent or solicitor to seek recovery of the balance owed, along with interest and any costs incurred.

Should Client be permanently removed from membership due to delinquent payments (or for any other reason, as outlined below), Client understands he/she/they are not entitled to a refund of funds already issued, and it is up to the sole discretion of company whether Client is to have continued access to any materials made available to Client during the membership up until payments were missed.

After the original membership subscription period has elapsed, the membership renewals happen automatically. You will receive a payment reminder via email 6 weeks prior to the payment being deducted. If you do not wish to renew, you need to contact [support@3sixtyleadersclub.com](mailto:support@3sixtyleadersclub.com) in at least 30 business days in advance to allow sufficient time for administration of subscription cancellation.

#### 4. Refund Policy

A. Company is not able to offer refunds once a Client has purchased or renewed the membership. Client understands this provision and agrees that he or she is not entitled to a refund once payment has been issued, nor is Client eligible to cease payments for any reason, prior to completing the agreed upon payment plan, and understands the entire amount as outlined above is Client's responsibility.

For membership renewal, clients will receive notification via email 6 weeks in advance. Ensure [support@3sixtyleadersclub.com](mailto:support@3sixtyleadersclub.com) and [hello@3sixtyleadersclub.com](mailto:hello@3sixtyleadersclub.com) are added to your contact so you receive communications. It is the clients responsibility to opt out of the membership in good time and must cancel within 30 days to allow sufficient time for the administration process. In the event membership renewal has been processed and the client changes their mind within 7 days of

renewal, a partial refund, less Stripe and administration fee, may be possible, depending on the circumstances, at the sole discretion of the company. Should Client become dissatisfied with the membership, or otherwise wish to discontinue his/her participation, Client understands this is not a valid basis for failing to complete payment, and that Client is responsible to complete payment in full regardless of his or her participation in the membership.

B. Client further agrees and understands that changing his/her mind about the membership, failing to follow through or understand the details of the membership, not experiencing the results he/she expected or desired, or experiencing any other similar situations does not entitle him/her to a refund.

C. In the event an unforeseen or unexpected event arises that prevents the company from delivering the membership and the Services as set out within this Agreement, Client may be entitled to a partial refund of the amounts actually paid and not yet earned as at the date of the event, based on a pro-rata calculation taking into account resources, materials and Sessions already provided and number of Sessions remaining. The decision to offer a refund in such circumstances is at the sole discretion of the company and will be decided on a case by case basis.

## 5. Termination

A. Company is committed to providing all membership participants with a positive experience. By purchasing membership, Client agrees that company may, at her sole discretion, terminate this Agreement and limit, suspend, or terminate Client's participation in membership without refund or forgiveness of any remaining monthly payments, if Client fails to pay any portion of the payments as agreed, becomes disruptive or difficult to work with, acts in a way which causes offence, distress, or alarm to any other participant, fail to follow membership guidelines, repeatedly takes up too much time in sessions without consideration for others, acts inappropriately toward company, company's team, or other members within membership, breaches these terms and conditions in any way, or otherwise impairs the participation of membership instructors, coaches or other participants.

B. Upon termination for any reason, Client's access to membership, access to any private social media accounts or groups, and any other online resources, will be removed, unless expressly agreed otherwise. company will not be liable to Client for any claims relating to the removal of that access.

C. Should Client be removed from the membership for any such cause, as deemed necessary by Company, Client is not relieved of his/her/their obligations under the payment plan, and agrees he/she will remain responsible for completing the payments as agreed upon, unless otherwise directed by company.

## 6. Disclaimer – Not Medical or Professional Advice

A. The purpose and goal of membership is to provide Client with professional coaching and training services. Client is paying for the company's opinions, education, support, guidance, and information only. Content contained within the membership is not to be considered business, financial, legal, or medical advice. Client is voluntarily electing to take part in membership and understands what he/she/they are and are not getting as part of membership.

B. The company may include general suggestions regarding work life balance and career acceleration; such suggestions are not personalized recommendations and do not constitute health, business, or medical advice, nor do they mean Client should always make the same suggestions or teach the same methods when with their team. company is not responsible for any decision Client may make to implement something mentioned within membership, or any recommendation Client may make to a client of his/her/theirs following participation in membership, and Client understands any decision to change Client's lifestyle, or suggest others change their lifestyle is completely voluntary and the sole decision of Client. Client understands company is not responsible for any such decision by Client to follow or not follow the information and guidance suggested herein, and that Client is responsible for his/her own actions and decisions, as well as the recommendations and teaching he/she may provide his/her future clients. company is to have absolutely no liability with respect to Client's career success, future opportunities, or what Client elects to do following his/her participation in membership.

C. The information contained in or made available through the membership cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, financial, medical, psychological, therapeutic, or legal matters. In particular, Client should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. company and its licensors and suppliers make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through membership. Neither company nor any of their affiliates will be liable for any direct, indirect, consequential, special, exemplary or other damages that may result,

including but not limited to economic loss, injury, illness or death. Client alone is responsible and accountable for his/her decisions, actions and results in life, and by his/her purchase and use of membership, he/she agrees not to attempt to hold Company liable for any such decisions, actions or results, at any time, under any circumstance.

C. The events, information, and speakers listed on membership's sales are subject to change due to availability, timing, and/or other factors within or outside our control. Substitution of a guest speaker or minor edits to the membership content does not entitle Client to a refund, nor does it constitute a breach of these Terms by company.

## 7. Guest Expert Training

a. To further enhance the membership experience, company may offer the opportunity to gain access to third party coaches, consultants, trainers, experts and/or guest speakers ("Guest Experts") who will offer information, materials, and other educational content, as well as host training sessions, information sessions, workshops, or masterclasses.

b. Company will use its best efforts to source Guest Experts who are equally varied and diverse, and who may provide valuable information to the collective group within membership. This may mean that, on occasion, Client may feel that the topic or subject matter is not relevant or aligned to Client and/or their career. Due to this, participation in any Sessions hosted by Guest Experts or the use of any Information provided by them is not compulsory. At all times Client will remain responsible for deciding which Guest Expert Sessions they wish to attend and which Guest Experts Client may wish to engage with.

c. Company's intention in providing Guest Experts is to offer Client and all participants within membership the opportunity to access specialist information on a particular topic or subject area. While the company will always endeavour to only select Guest Experts who are known experts in their subject area, the company does not undertake any formal background or credential checks. Any Information that is shared by Guest Experts is intended for a group audience and is provided for information purposes only; Client should not rely on it as personal or specific advice. Any action Client may take based upon any Information shared is strictly at his/her/their own risk and company do not accept any liability for any reliance placed on any Guest Expert Information. The content of any Sessions and any Information provided by Guest Experts is not reviewed by company and the company makes no representations, warranties or guarantees as to its accuracy, suitability or validity. It remains the Client's

responsibility to verify facts and undertake such due diligence as is necessary and relevant.

d. Unless expressly stated otherwise, Guest Experts are not employed, affiliated or endorsed by company. Any opinions or views expressed by a Guest Expert are their own and do not reflect or represent the company's opinions, views or values in any way.

## 8.No Guarantees

A. Company cannot guarantee results of the membership, and cannot make any representations or guarantees regarding individual results. Client will hold company and membership harmless if he/she/they do not experience the desired results. Client understands that all services provided by company in connection with the membership 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 membership and work with company on a purely voluntary basis and does not hold company or membership responsible should Client become dissatisfied with membership. Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you. company does not endorse, warrant or guarantee any speakers, products or services mentioned within membership. company is not a party to, and does not monitor, any transaction between users and third party providers of products or services.

B. Client agrees that he/she/they do not have a cause of action, legal remedy, and is not entitled to a refund should he/she/they not achieve the results desired following completion of the membership, as long as company delivers all elements of membership as described in the membership Outline Addendum below, or similar substitutes, upon additional agreement by company and Client. Client also understands company is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold company harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the membership. The content provided by company on his/her website and within the membership is information that has worked for company and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands company cannot guarantee results from this membership, and has no expectation of a specific result that he or she holds company responsible for.

C. In the event Client has any concerns as to the company's delivery of the membership or Client's participation in the membership in any way, Client agrees to notify company of such concerns by email support@3sixtyleadersclub.com as soon as possible. The Company agrees that upon receipt of notification of such concerns that company will use reasonable efforts to work with Client to resolve Client's concerns.

## 9. Voluntary Participation

A. The Client accepts that as part of the Client's participation in the membership they may be required to review and make decisions concerning their personal and home life, business and career, finances, lifestyle, education and development and health and wellness and that any such reviews, subsequent decisions, implementation and action will be the sole responsibility of the Client.

In the event the Client has any concerns as to the company's delivery of the membership or the Client's participation in the membership in any way, Client agrees to notify company via email as soon as possible. company will use all reasonable efforts to work with Client to resolve Client's concerns.

## 10. Membership Access, Monitoring, and Restrictions

A. The membership website and/or portal will usually be available 24 hours a day, seven days a week. company may, however, need to interrupt or suspend Client's access to the membership or the provision of the membership's services and content for maintenance, technical or other reasons. When accessing and using the membership's website and its services and content, Client must comply with directions, instructions or protocols posted on the corresponding website.

B. Client confirms he/she will refrain from doing any of the following actions, any of which Client understands and agrees will constitute a breach of this Agreement and grounds to remove Client from membership without refund: (a) Use a false email address, impersonate others, or misrepresent affiliation with others; (b) Engage in automatic gathering of information from or through the membership website; (c) Attempt to interrupt or alter the membership website's operation in any way; (d) Use the membership's website or the Content in a way that violates applicable law, that violates third party intellectual property or other rights, or that is, fraudulent, obscene, offensive, or defamatory; (e) Copy, distribute, transmit, modify or otherwise exploit the Content or any other data or code made available through the membership and/or its website, or (f) behave in a manner that is disrespectful toward other participants, including but not limited

Client understands and agrees that he/she/they are voluntarily choosing to enroll in membership and are solely responsible for any outcomes or results. While company believes in its services and that membership is able to help many people, Client acknowledges and agrees that Powerhouse Revolution Limited or our employees are not responsible nor liable to Client should Client sustain any financial, emotional, or physical injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her/their health and well-being, his/her business endeavors, and any other decisions, including participation in membership and any results therein.

C. Company reserves the right, but is not obliged, to monitor any matters posted on any community boards within any membership platform, channel, social media group, membership website, or any other community or communal platform that allows commentary and participation from all membership students (hereafter collectively "Platforms"). company is not responsible or liable for material posted by others. company does, however, reserve the right to edit, refuse to post, or to remove matter that in its sole and exclusive discretion is objectionable or in violation of these Terms, our policies or applicable law. You as the Client agree you will not upload or post any material that (a) Restricts or inhibits others' use or enjoyment of the Platforms; (b) are false, misleading, fraudulent, unlawful, abusive, harassing, defamatory, obscene, vulgar, or offensive; (c) Infringe others' rights, including privacy or intellectual property rights; (d) Slander or otherwise defame Powerhouse Revolution Limited or our employees , other students of membership; (e) Contains a virus, spyware, or other harmful component; or (f) contains commercial solicitation or 'spam' of any kind. company has the right to terminate Client's access to membership, Platforms, and/or any other website if any of the Terms in this agreement are violated. company is not responsible for screening material posted by other students; however, company retains the right to modify or remove messages or other material that, in its sole discretion, it finds infringing, offensive, abusive, defamatory, obscene, stale, or otherwise unacceptable. Whether or not company modifies or removes such material, Client remains solely responsible for the content of their messages or postings.

D. By posting in any group Platforms, Client grants company and/or relevant affiliated companies the worldwide, perpetual, nonexclusive right to use his/her questions, comments, and postings, in their original or edited form, as testimonials, proof of client success, within a book, article, or in any other medium now known or later developed. Client also warrants that he/she owns or otherwise controls all of the rights to the content posted, and that the reposting or other use of such content will not infringe the rights of any third party. Additionally, Client warrants that any "moral rights" in

posted materials have been waived. Client is not entitled to any compensation for any materials he/she may post on the Sites.

## 11. Intellectual Property

A. Client agrees and understands that company has created numerous original, creative works in connection with the membership, and agrees that company maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the membership, 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 company. Client agrees he/she will be granted a revocable, non-exclusive license to use specified materials in the course of his or her own place of work, but understands that the original proprietary rights remain with company. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from company to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the membership.

B. Licensee Rights: company's Limited License to Client: Client understands that in purchasing the membership, she/he is gaining access to view all content and information available as part of the membership, as well as any additional information or content shared with him/her by company as she sees fit. Client may also have the opportunity to download forms, worksheets, modules, and other resources for personal use and use in connection with his/her place of work but are NOT to be resold, reused, shared, or otherwise distributed by Client. Client understands this means he/she/they will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in his/her business and life, as instructed or allowed by company. As a "Licensee," Client understands and agrees that Client will not:

- i. Copy, edit, distribute, duplicate or steal any information or any Content obtained through membership without written permission by company;
- ii. Post, distribute, copy, steal or otherwise use any portion of the membership or its content, or information obtained via other members in the group membership without written permission by company, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
- iii. Claim any content created by company as part of the membership or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by company was Client's work, and use in his/her business as his/her own.

- iv. Share purchased materials, information, content with others who have not purchased them.
- v. Use any trademarked or copyrighted material belonging to company or another third party without express written permission;
- vi. 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 company's work, and a violation of this Agreement and Irish laws.

## 12. Data Protection

Client data is held securely as per GDPR regulations.

## 13. Indemnification

A. Client agrees at all times to defend, fully indemnify and hold company and any affiliates, agents, team members or other party associated with company harmless from any causes of action, damages, losses, costs, expenses incurred as a result of Client's use of membership, 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 membership. Should company 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 company's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by company, free of charge.

## 14. Limitation of Liability

A. Company is providing Client with information, coaching and education to support their professional development. Company does not make any assertions or provide advice regarding the ethical and legal considerations of companying, and/or how to properly navigate the legal side of career or business. You as the client confirm it is your responsibility to confirm with an attorney, accountant, and country-specific ethics boards, as applicable. Client confirms he/she does not hold Company responsible, nor will Company be liable in any way should Client be fined, investigated, reprimanded in any way, suspended, or lose any professional license or ability to practice using a professional license due to his/her decisions. Client confirms he/she is seeking out Company and electing to learn company's methods in order to implement them into his/her own career and life. Under no circumstances will company be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to Client in connection with his/her use of any advice, goods or services received from a guest speaker or third-party referenced or mentioned within membership.

Under no circumstances, including but not limited to negligence, will company be liable for any special or consequential damages that result from the use of, or the inability to use, the membership, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you as the Client. In no event shall the total liability to Client by company for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by Client to company in connection with membership.

Where a Client has upgraded to one to one coaching, the Associate Coach accepts liability.

#### 15. Affiliate Relationship

Client may be offered the opportunity to act as an affiliate for membership, and receive a commission on all completed sales made using Client's unique affiliate link. If Client is offered and chooses to accept such role as an affiliate, Client accepts the following terms and conditions:

A. Termination. company may terminate Client's status as an affiliate at any time, with or without cause. If terminated, Client will be paid on all sales made prior to termination, and shall no longer act as an affiliate for membership.

B. Commission. For all completed sales made using Client's unique affiliate link, Client will receive a commission of ten percent (10%) of funds received, less any transaction fees owed to third party payment companies. No commission will be paid for attempted sales that are not completed, when the purchaser fails to use Client's affiliate link, or purchases made by Client him/herself. No commission will be paid for client upgrades who are already clients of the company. Commission will be paid monthly within a reasonable amount of time, using the payment mechanism agreed upon between company and Client, and will be adjusted for any purchases canceled, those which become delinquent, or those otherwise unable to be completed by company. company reserves the right to change the commission rate and structure at any time.

C. Advertisement. Client understands that any and all actions taken by Client are a direct reflection of and can create liability for company, and as such, agrees to abide by all regulations regarding advertisement.

## 16. Termination

A. company reserves the right to immediately terminate Client's participation in and access to membership upon breach of any provision herein, in its sole discretion, including defaulting on payment plans. For clarity purposes, company may also terminate Client's access to membership due to any unwanted behavior, including but not limited to constantly speaking negatively about company and/or membership in a way that impacts other clients within membership, bullying or otherwise negatively impacting other clients, failing to commit to membership and do the work to be successful. Unless otherwise agreed upon in writing and signed by all parties, termination by company will not relieve Client of his/her obligation to complete all payments owed in connection with membership.

B. Client may terminate this Agreement at any time by issuing a written notice to company advising of Client's intention to terminate his/her participation in membership. Please note any termination by Client will not relieve Client of his/her financial obligations. Client will still be responsible for completing any and all remaining payments in a payment plan, and will not be entitled to a refund for any funds paid to company. Client understands that by committing to membership and purchasing a coveted seat within membership, Client understands the financial commitment he/she is making, and that any election to end participation in membership or failure to participate in membership will not entitle Client to any refund, or to stop making payments to company under a payment plan agreed to herein.

## 17. Dispute Resolution

A. Should a dispute arise between company and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. Should a dispute arise between Client and Associate Coach, where an upgraded membership has been purchased, this must be resolved between Client and Associate Coach and Company will not be held liable. However, Company must be notified where such a dispute exists. All complaints must be sent to [support@3sixtyleadersclub.com](mailto:support@3sixtyleadersclub.com) (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold company or associate coach responsible for any specific results, or those results which have been achieved by other clients of company.)

## 18. Applicable Law

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

## 19. Amendments

A. This agreement may be altered, amended, changed, or updated based upon updates in membership or current relevant laws. Client will be notified of any material changes to this Agreement, and Client's continued use of membership constitutes an agreement to the most updated version of this Agreement.

## 20. Miscellaneous

A. The failure of either Party to actively enforce any provision of this Agreement shall not prevent that party from subsequently seeking to enforce any term or obligation of this Agreement and any such failure shall not constitute a waiver, diminution or limitation of any right.

B. In the event any provision of this Agreement is deemed to be invalid, or unenforceable for any reason then that provision shall be struck out and the remaining provisions shall remain valid and enforceable.

C. Every effort will be made to carry out this Agreement and provide the Services, but the company shall not be liable for any delay or failure in provision of the Services should the company be prevented or delayed by reason of an Act of God, Strike, War, Riots, Lock Outs, Fire, Flood, Accident, Pandemics, Delays in Transit, any Act or Omission of a Telecommunications officer or Third Party Supplier of Services, or any other circumstances beyond the company's control. In such circumstances time of delivery of Services shall be extended until a reasonable time after the event preventing or interfering with the due execution, and under no circumstances will the company be liable for any loss or damage suffered by the Client as a result thereof.

## 21. One to One Coaching Upgrade

One to one coaching is not included in the signature membership container as standard but is available as an upgrade in our VIP membership option, exclusively through direct payment to the Company during membership subscription purchase or

subsequently upgrades. By entering into this agreement, clients acknowledge the exclusivity of this coaching relationship and commit not to seek private coaching services from any of our associate coaches outside the terms outlined herein.

Private coaching services may be provided by associates affiliated with Powerhouse Revolution Ltd. These associates are carefully vetted, highly qualified, and extensively trained professional coaches with ICF membership and minimum ACC level credentials. The company will compensate the coach at the agreed-upon hourly rate, with a portion of the profit being retained by the company. Where VIP upgrade is selected to include private coaching, client may choose up to 3 coaches to have an initial "chemistry call" prior to selection of their preferred coach. The company will provide client with a panel of associates and their contact details. It is the clients responsibility to liaise directly with associate coaches and arrange chemistry calls and private coaching sessions. The company does not arrange this.

Client agrees that where an associate is selected for private coaching, the company or the associate coach is not responsible for specific results. Client and associate will establish their working agreement and overall goals in line with the ICF Code of Ethics. The purpose of coaching is to provide space to resolve challenges and grow professionally. The client holds the agenda and it is their responsibility to communicate the specific goals and needs. Clients also are empowered to choose the focus for each private coaching session, and are responsible for communicating their needs, taking control of their experience and results created.

This choice is the clients responsibility and the company will not be held liable where the client is dissatisfied with their choice of coach or results post agreement of coaching relationship. In the event the client cannot choose a coach based on the panel, it is possible to downgrade membership to signature experience, prior to private coaching sessions commencing. An administration fee of 250 euro will apply for Stripe refund fees and team administration of the same.

In this case, email [support@3sixtyleadersclub.com](mailto:support@3sixtyleadersclub.com) with your request. Where the client begins private coaching with one of our associates and dissatisfaction occurs, refer to dispute resolution section 17.

Private coaching session changes require at least 24 hours notice or the session will be forfeited. Session can be rescheduled once, after that the session will be forfeited. One session may be rescheduled for vacation or illness, after that the session will be forfeited. In the event the coach needs to reschedule due to force majeure reasons, you will be given a new time for your session. In the event this does not work, you will be given 2 other options to choose from and the company will do our best to

accommodate your needs. If you cannot make any of the 3 times proposed work, your session will be forfeited. Sessions will start and end on time and cannot be extended beyond the container of the membership e.g. 6 months or 12 months. It is your responsibility as the client to show up ready to work on time. In the event you will be late, you must contact your coach directly - your session time will not be extended. In the event of a no show, the session will be forfeited. If the coach is unable to attend a scheduled Session, he/she/they will make all reasonable efforts to provide Client with as much advance notice as possible, or alternative coach mayl be provided. If this does not work, the Company shall ensure Session is rescheduled at a mutually convenient time.

Sessions will be delivered via phonecall, Zoom, or similar as agreed with Coach in coaching working agreement. Client must be able to access these platforms in order to receive the deliverables within membership, and may be required to create a free account in order to log in. Client understands that such third-party platforms are not owned, operated, or controlled in any way by Company, and any decision to create an account and share data with this third-party company must be Client's independent decision, after reviewing their privacy policy and data collection measures. Client also understands with the use of such third-party platforms, there is always the slight risk of information being shared, hacked, or otherwise illegally transmitted to those not meant to hear it, or not within membership. Company will take any necessary reasonable steps to prevent this from occurring, but Client understands any such issue must be taken up with the third party platform themselves, and Company will not be responsible nor liable for any such security breach.