

## **Go Pro Coaching LLC, TERMS OF SERVICE**

### **IGOPROCOACHING USER LICENSE AGREEMENT**

BY USING THE IGOPROCOACHING.COM WEBSITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

#### **Cancellation and Refund Policy**

If you sign up as a Coaching Student who received a discount, cancelling within one year of your initial start date will result in an Early Termination Fee of the discounted amount of \$300.00 Dollars. Your second billing will take place roughly every 30 days after your initial purchase.

If you are an Executive Coaching Student, you will pay a monthly fee of \$19.95 per month upon enrollment for the specified term of your coaching program. This monthly billing will occur on or around your same enrollment date each month. If cancelled before the specified term or your coaching program has been concluded, you will owe the pro rata amount still due, which is the remaining months owing times the \$19.95. In conclusion of your coaching program term, the following month and forward, you will have a recurring charge of \$19.95 that takes place monthly until cancelled by you prior to your set billing date. To cancel please reach out to Student Care so they can assist you as needed.

Any authorized refunds will be processed back to the original credit card on which the purchase was initially made. Please allow a reasonable time, 5-7 business days, for the refund to reach you or be charged back to your account.

Cancellations may be made by phone (800-405-3216, Opt 4) or email ([support@mygoprocoaching.com](mailto:support@mygoprocoaching.com)).

#### **Deactivation / Reactivation of Your Account**

If for whatever reason your account is not paid on time each month, we will attempt to recharge your credit card on file three additional times over a span of three days. If all attempts to charge your monthly dues fail, your account will be *deactivated*, and your services will be shut off. Our system will automatically charge you daily to recover the past due amount that you owe. In the event you have referrals being paid out to you each month, those also will be deactivated and will not be paid to you. To remedy the deactivation, you will need to reach out to our billing department by phone (800-405-3216, Opt 4) or email ([support@mygoprocoaching.com](mailto:support@mygoprocoaching.com)).

1. Use of Site. You agree that all information that you provide to iGoProCoaching.com at any and all times is accurate, complete and not misleading in any material respect. You will not disclose access codes, user names or passwords used in accessing any area of the igoprocoaching.com website to any other party and will maintain such codes or words as confidential. If you become aware of any unauthorized use or distribution of user names or passwords, you shall immediately notify iGoProCoaching.com via email at [support@mygoprocoaching.com](mailto:support@mygoprocoaching.com).

2. Indemnification. You will indemnify, save, hold harmless and defend iGoProCoaching.com from and against any and all claims, demands, suits, damages, liabilities and all reasonable expenses, including attorneys' fees, against or suffered by iGoProCoaching.com with respect to any matter that arises as a result of a breach of this Agreement by you.

3. Injunctive Relief. You acknowledge that iGoProCoaching.com has a proprietary interest in the information provided on iGoProCoaching.com and that any use by you that intends to

frustrate the purpose of this Agreement, including but not limited to selling, renting, or otherwise distributing the information would cause irreparable injury to iGoProCoaching.com in a way that could not be adequately compensated by damages. You agree that, in the event of such improper use, iGoProCoaching.com shall be entitled to an immediate injunction without the requirement of posting a bond (to the fullest extent permissible by law).

4. Disclaimer of Warranties. iGoProCoaching.com expressly disclaims all warranties of conditions of any kind, express or implied, including without limitation, the implied warranty of title, non-infringement, merchantability and fitness for a particular purpose.

5. Limitation of Liability. You agree that iGoProCoaching.com's cumulative liability with respect to any claims made in relation to or arising out of this agreement on any theory or basis will not exceed the program fee paid by you to Go Pro Coaching.

6. Choice of Laws; Jurisdiction. This License Agreement will be governed by and construed in accordance with the laws of the State of Utah without regard to its conflicts of law's provisions. You agree that the exclusive jurisdiction for any action relating to this License Agreement will be in the federal or state courts with jurisdiction encompassing Salt Lake City, Utah and you hereby consent to such jurisdiction.

7. Entire Agreement. This License Agreement constitutes the entire agreement between you and iGoProCoaching.com.

## **Go Pro Coaching LLC, PRIVACY POLICY**

The privacy practices of this policy apply to our services available under the domain of www.iGoProCoaching.com (the "Website"). By visiting this Website you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree, you are directed not to use or access the Website.

We recognize that privacy is an important issue, so we design and operate our services with the protection of your privacy in mind. This Privacy Policy outlines the types of personal information we gather when you use our Website, as well as some of the steps we take to safeguard use of the Website.

### **Information We Collect**

You can browse many areas of the Website without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to use our Website, we may require you to provide contact and identity information, billing information, shipping information and other personal information. You always have the option to not provide information by choosing not to use a particular service or feature.

For every visitor, we automatically collect and store: the name of the domain and host from which you access the Internet; the Internet protocol (IP) address of the computer you are using; the browser software you use and your operating system; the date and time you access the Website; and the Internet address of the site from which you linked directly to our sites. We use this information as anonymous aggregate data to determine the number of visitors to different sections of the Website, to ensure the Website is working properly, and to help us make the Website more useful. We use your IP address to help diagnose problems with our server, and to administer the Website. Your IP address is also used to gather broad

demographic information. We do not install, download or otherwise distribute or utilize Spyware on the Website.

### **How We Use Information We Collect**

We do not sell, rent, trade or otherwise share any personally identifiable information about our users obtained on this site to any third party. This includes, but is not limited to the names, addresses, e-mail addresses, and phone numbers of our users. In addition, we will not disclose any personally identifiable financial or security-related personally identifiable information. We may share the personal information you provide with other companies we have hired to provide services for us. These companies, our vendors, are contractually bound to use personal information we share with them only to perform the services we have hired them to provide. We will release information about you if you direct us to do so, if we are required by law to do so, or in other legally limited circumstances (for example, to protect your account from fraud). Our websites are located in the United States. If you are located in the European Union or anywhere outside the United States, any information you provide will be transferred to the United States. Your use of our websites means that you consent to such transfers.

### **Email**

Any information that is submitted to us via email becomes our property and may be used at our discretion. The information you send to us may be stored and used to improve the Website and our products, or it may be reviewed and discarded. By providing your email address, you may receive non-commercial email messages such as information about products or services you have purchased or informational updates and newsletters to which you have subscribed.

### **Texting**

Our CÜE AI uses a text messaging feature which is subject to the following terms and conditions. By signing up you are opting-in for our text messaging and notifications, you agree to these terms and conditions.

By entering your phone number in the checkout and initializing a purchase with us or a company using our platform, subscribing via our subscription form or a keyword, you agree that we may send you text notifications, text messages, text reminders, and text marketing offers. You acknowledge that consent is not a condition for any purchase. Your phone number, name and purchase information will be shared with our SMS platform "Twilio" This data will be used for sending you notifications, reminders, and suggestions to help improve your experience in the platform. Your responses and communication will be stored to help learn how to suggest better content and improve the suggestions.

You may opt out at any time by replying STOP to our CÜE AI text messages. Or by turning off the texts in the "Profile" section of your platform.

### **Cookies**

Upon your first visit to the Website, a cookie is sent to your computer that uniquely identifies your browser. A "cookie" is a small file containing a string of characters that is sent to your computer when you visit most websites. We use cookies to improve the quality of our service and to better understand how people interact with us. We do this by storing user preferences in cookies and by tracking user trends and patterns of how people search. We track internet-related information including but not limited to our IP address, the date and time you access the site, the URL that you just came from, which URL you go to next, which browser you are using and which operating system you are using. Most browsers are initially set up to accept cookies. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some features or services of this Website may not function properly without cookies.

## **Security Measures**

Your information is stored on servers located in the United States. We use secure socket layer (SSL) encryption and firewalls to protect the transmission of the information you submit to us when you use our secure online forms. The information you provide to us is stored securely. However, even the most robust security systems are not foolproof and you should consider this when revealing any personally identifiable information to any party over any form of media. We cannot guarantee that our security measures will prevent our systems from being illegally accessed.

Email that you send us is not necessarily secure against interception. If your email communication includes sensitive information like your Social Security number, your bank account number, or your credit or charge card numbers, contact us through one of our secure online forms or by mail or telephone.

## **Children**

We do not solicit information or target information of any kind to children under the age of 18, and we do not sell products for purchase by children. If you are under 18, you may use the Website only with the involvement of a parent or guardian.

## **Links**

The Website may contain links to other sites. While we try to link only to sites that share our high standards and respect for privacy, we do not endorse and are not responsible for the content, security, or privacy practices employed by other sites, and make no statement as to the privacy policies of those sites.

## **Intellectual Property**

All content (including the organization and presentation of such material) on this Website is the property of Go Pro Coaching LLC, or its licensors and is protected by intellectual property laws including laws relating to copyrights, trademarks, trade names, Internet domain names, and other similar rights. Content received through this Website should not be displayed, reformatted, reproduced, retransmitted, distributed, disseminated, sold, published, broadcast or circulated to anyone without prior written consent. By accessing the Website, you do not obtain a license to the property, and you may not post any content from this Website to newsgroups, mail lists, electronic bulletin boards, or similar medium. Other product and company names mentioned herein, including the names of participating partners, may be the trademarks of their respective owners. Any accidental use of any marks without permission is unintentional and will be altered or removed upon notification from the mark owner. Unless you have entered into a separate agreement with us, you may not use any content, mark or other property without our prior written permission.

## **Interactions with Members**

Go Pro Coaching often allows users to interact with other users through online resources on our site such as forums, telephone communication, live events, social media, and through other similar venues. Any information, suggestions, opinions, or advice expressed, implied, or otherwise provided by users of the site, is the sole responsibility of the user that posted the item. Users hereby waive any claim on Go Pro Coaching or any of its employees, interests, or affiliates based on communication of all types, in any format, and through any medium. As users take part in online forums or communication elsewhere on Go Pro Coaching sites, we reiterate, and you acknowledge that Go Pro Coaching does not endorse any content, viewpoints, products or services that are posted by users, and shall not be held liable for any form of distress, grief, or loss in any form or fashion caused by reliance on such information. Any person or entity relying on such information posted by a user of our

site, or as a result of interaction with a person or entity connected to our site or service, do so at their own risk.

### **Credit Service Provider**

The Company may in certain cases collect credit card numbers and related information, such as the expiration date of the card (Credit Card Information) when you place an order with or through the Company. When you provide your Credit Card Information to the Company, such information is encrypted and is protected with SSL encryption software. The Company will use the Credit Card Information for the purpose of processing and completing the purchase transaction, and the Credit Card Information will be disclosed to third parties only as necessary to complete the purchase transaction. Credit Card Information is not shared with Third-Parties.

### **Communication**

To remove any or all your information from our systems, please visit [www.mygoprosuccess.com/opt-out](http://www.mygoprosuccess.com/opt-out) or email [Support@mygoprocoaching.com](mailto:Support@mygoprocoaching.com)

If you have any questions about this privacy statement, or our privacy practices, you can contact the company by sending a letter to:

Go Pro Coaching,  
Attn: Legal Department  
51 W. Center Street #209  
Orem, Utah 84057

### **Changes**

Our business changes regularly; this privacy statement will change also, and use of information that we gather now is subject to the privacy and security statement in effect at the time of collection. You should check this policy frequently to see recent changes. Your continued access or use of this website after any such changes are posted will constitute your affirmative acceptance of these changes.