

**Transformation Academy
Coaching Certification
TERMS AND CONDITIONS OF USE**

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Transformation Services, Inc. d/b/a Transformation Academy digital or downloadable resources, online course, or certification program, through this third-party website, www.udemy.com, (collectively “the Program”).

If you do not agree with these TOU, you may not use the Program.

As used in these TOU, the term “Releasees” is defined to include the following: (i) Transformation Services, Inc. d/b/a Transformation Academy, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “the Company”); (ii) any Company volunteers; and (iii) Natalie Rivera and Joeel Rivera.

1. The Program

- a. You will receive as part of the Program:
 - i. All Program materials, including videos, audio, worksheets, and homework assignments;
 - ii. Private online community (optional);
 - iii. Upon completion of all modules and homework, official certification from Transformation Academy and logo for certification to use in marketing materials

2. Participants

If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

NOTE TO MINORS: You acknowledge that your parent or guardian has reviewed, understood and agreed to the terms below. Children under the age of 13 are not permitted to use this Program. Children between the ages of 13 and 18 must ask for their parent's or guardian's permission and agreement to these TOU before viewing our Program.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms of this Agreement (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward.

3. Payment

All fees and charges for purchase of the Program, as well as refunds or exchanges, are made between you and Udemy.com (or other third-party website). All questions and concerns regarding payments must be directed to Udemy.com (or other third party website), as the

Company is in no way responsible or involved with this process. Please refer to Udemy.com's (or other third-party website) terms, conditions and policies.

4. Intellectual Property Rights

a. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing ("**the Content**") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

b. The Company's Limited License to You: Use for Personal Purposes

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

If you have enrolled in or partially completed any Program, but have not completed a program and earned the corresponding Certification, you may view, download, print, email and use the Program and Content for your own personal purposes only.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money. By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

c. The Company's Limited License to You: Use for Providing Coaching Services

Only upon completion of a Program and earning the corresponding Certification, the Intellectual Property, including all Content, concepts, materials and processes presented in the Program, may be used to work with clients one-on-one or in groups, whether in-person or virtual / online.

In no event shall You, or any person or entity that organizes, participates in, or performs services regarding Your coaching services or program, use the Intellectual Property for any other purpose, including, but not limited to, the sale of books, ebooks, online courses, articles, publications, audio recordings, videos or other media, without the prior written consent of the Company.

d. The Company's Limited License of Logo and Program Name to You

The trademarks, logos and program names displayed on the Program or Content are trademarks belonging to the Company.

When you accept these terms and conditions of this Agreement, complete the training and/or certification requirements in this Agreement, and, if applicable, Your certification application is approved, The Company will grant You a limited, non-exclusive, revocable, non-transferable license (the “License”) to use the Company’s names, logos, trademarks, service marks, certification program and materials made available to You and authorized by your completed and conferred level of training and/or certification (collectively, the “Intellectual Property”).

You may use the Company’s names, logos, trademarks, and service marks, but you not permitted to alter or customize Transformation Academy logo on any certification and/or materials received upon completion of the Program.

If you complete a particular training but your application for certification is not approved by The Company, Your license will be limited to the “Personal Purposes” uses outlined above. You will not be permitted to plan, promote, or execute Your own in-person or virtual / online coaching programs.

You may not transfer, sublicense or assign the License and/or Your rights to use the Intellectual Property. The Company may require You to stop using the Intellectual Property in connection with Your clients and/or Your virtual/online or in person program or workshop and may discontinue any listing on any Company web page at any time, in its sole discretion. If You do not use the Company’s trademarks or service marks according to any quality control guidelines set forth by the Company, Your License may be discontinued. The Company may modify, amend, supplement and/or replace the terms and conditions of this License in writing at any time.

All rights not expressly granted in these terms or any express written license, are reserved by us.

e. Unauthorized Use

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000, whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

f. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by emailing contact@transformationacademy.com.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated

and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

5. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You are voluntarily participating in the Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.
- b. You understand that physical activity and exercise are inherently risky and dangerous activities. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by Releasees. You are fully aware of the risks and hazards inherent in participating in Program and voluntarily, knowingly and freely assume all risks associated with participating in the Program, including, but not limited to, bruising, muscle strains, joint sprains, falls, injuries, illnesses, infections, paralysis and even death. This includes injury or damage sustained while and/or resulting from using any premises or facility, or using any equipment (whether owned, operated, or provided to you by Releasees or otherwise), including injuries or damages arising out of the negligence of Releasees, whether active or passive, or any of Releasees' affiliates, employees, coaches, agents, representatives, successors, and assigns.
- c. Your participation in the Program does not establish a doctor-patient, counseling, or therapist-client relationship of any kind between you, the Company, or anyone providing coaching services on behalf of the Company.
- d. The Program and Content provide information and education only, and do not provide any financial, legal, medical or psychological services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.
- e. You agree that you will not use coaching as a way of diagnosing or treating mental disorders as defined by the American Psychiatric Association. If you are in therapy or under the care of a mental health professional, you will notify and consult with the mental health care provider regarding your decision whether to work with a coach.
- f. You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for

any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your (or your minor child's/ward's) participation in the Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

- g. **Earnings and Results Disclaimer:** You agree that Company has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result or earnings from your use of the Program, and you understand that results and earnings differ for each individual.
- h. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- i. The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.
- j. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY'S WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- k. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

- l. **Accreditation:** In the United States, there exists no official accrediting institution or governing body in the life coaching industry. There are no regulations or required certifications to practice life coaching. Each coach is recommended to seek education and training to the degree he or she feels necessary, with the goal of being competent and professional. We are not aware of any requirements in other countries. It is recommended that any coach who is concerned regarding this matter seek advice from his/her state or country.

- m. **CPD Accreditation:** Transformation Services, Inc. is officially recognized as an Accredited Provider with the internationally recognized CPD Standards Office. Provider number 50134. CPD (Continuing Professional Development) and CEU (Continuing Education Units) credits are available for this program and all of our certification programs only. Students who work in a field that requires continuing education can seek approval in order to receive credit toward their requirements, upon completion of this course.

6. Security

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with Company are done at your own risk.

7. Legal Disputes

These TOU shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to its conflict of laws principles. The state and federal court nearest to Clearwater Beach, Florida shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Company's Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

8. Users Outside United States

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

9. Indemnification

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

10. Force Majeure

The Company will not be deemed to have breached these TOU for any delay or failure in performance caused by events out of its reasonable control, including acts of God or a public enemy; natural disasters or calamities; epidemic or pandemic; failure of a third party to perform; changes in the laws or regulations; actions or executive orders of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Company.

11. Entire Agreement; Modifications

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of Florida, and that if any portion is held invalid, it is agreed that it will be severed and the balance shall continue in full legal force and effect. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

The Company may change, modify or update these TOU at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact contact@transformationacademy.com.

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