

## Membership Policies

### 1. Acceptance of Terms of Service

These Terms of Service set forth the terms and conditions that apply to your use of Coach1Online.com, Inc. From time to time, Coach1Online.com may supplement these Terms of Service with additional terms pertaining to specific content, including, but not limited to, the uploading of photographs and videos, services, products, digital products, courses or events (“Additional Terms”), which Additional Terms may be placed on the site to be viewed in connection with the specific content, services, products, digital products, courses or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms of Service. BY USING COACH1ONLINE.COM, INC, YOU AGREE TO THESE TERMS OF SERVICE JUST AS IF YOU HAD SIGNED AN AGREEMENT WITH COACH1ONLINE.COM. If you do not agree to be bound by these Terms of Service, please discontinue your use of the site. The Coach1Online.com site is provided free of charge to you (unless otherwise indicated).

Although portions of the Coach1Online.com site may be viewed simply by visiting the relevant web site, in order to access the Coach1Online.com materials and/or receive additional services from Coach1Online.com you need to register as a member of the Coach1Online.com, Inc. Registering as a member will allow you to access certain services that are not available to guests. Unauthorized access, distribution, reproduction, copying, retransmission, publication, sale, exploitation (commercial or otherwise), or any other form of transfer of any portion of Coach1Online.com, Inc site, including but not limited to all content, services, digital products, courses, events, tools or products is hereby expressly prohibited.

### 2. Registration Information/Privacy Policy

When you register for Coach1Online.com, Inc, you will be required to provide Coach1Online.com with the following information: your name, e-mail address, zip code, country, gender, birth date, member name and password. In addition, you may choose to provide Coach1Online.com with additional information, including your mailing address, household income, education, marital status and employment status.

Any information provided by you or gathered by Coach1Online.com during any visit to the Coach1Online.com site shall be subject to the terms of Coach1Online.com Privacy Policy, which are incorporated herein by reference. **Click here** if you wish to read Coach1Online.com’ Privacy Policy.

### 3. Termination

Coach1Online.com reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate (i) these Terms of Service; and/or (i) your registration(s) with or ability to access Coach1Online.com and/or any other service, tool, specific content, digital products, courses or events provided to you by Coach1Online.com upon any breach by you of these Terms of Service or otherwise.

### 4. Modifications of these Terms of Service

Coach1Online.com may modify these Terms of Service from time to time in its sole discretion. Each time you use Coach1Online.com, Inc, you will be deemed to have accepted any such changes. Coach1Online.com shall have no obligation to notify you of any such changes other than posting such modifications on Coach1Online.com site, but Coach1Online.com reserves the right (at Coach1Online.com' discretion) to provide you notice of such changes to any e-mail address you have provided to Coach1Online.com, or post office address you have provided to Coach1Online.com.

## **5. Modifications of the Coach1Online.com site**

Coach1Online.com may modify or discontinue on the Coach1Online.com site, any portion thereof, or any services, tools, digital products, products, events or courses related thereto with or without notice to you and without liability to you or any third party, except as otherwise provided herein.

## **6. Use of the Coach1Online.com site**

A. Content of Messages You alone are responsible for the content of your messages or any materials you transmit to others, and any consequences of such messages. Please carefully consider the information you choose to post on Coach1Online.com, including, but not limited to, any comment, profile or email. Do not continue any conversation online that makes you feel uncomfortable. You should not include your telephone number, street address or last name on any area of Coach1Online.com that is accessible to the general public nor provide such personally identifying information to people you do not know. Do not continue any conversation online that makes you feel uncomfortable. Coach1Online.com assumes no responsibility or liability for any inaccurate, inappropriate, offensive or sexually explicit material or information, products or services you may be provided by other users of Coach1Online.com. Coach1Online.com further assumes no responsibility for the deletion of or failure to store e-mail messages.

You further agree that you will not use Coach1Online.com to post on profiles, comments or any place on the Coach1Online.com site, any message or material of any kind or nature that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, racially offensive, inaccurate, or otherwise objectionable material or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or encourage the use of controlled substances. For purposes of the immediately preceding sentence, "masked" vulgarity, obscenity or profanity is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your comment or otherwise on the Coach1Online.com site. Coach1Online.com reserves the right to delete any such material from the Coach1Online.com site.

You agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of Coach1Online.com. You further agree not to use an inappropriate member name of any kind.

You agree not to post or use the Coach1Online.com site to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited.

You acknowledge that (i) content on the Coach1Online.com site is protected by copyrights, trademarks and other intellectual and proprietary rights ("Rights"); (ii) these Rights are valid and protected in all

media and technologies existing now or later developed; and (iii) except as explicitly provided otherwise, the Terms of Service and applicable copyright, trademark and other laws govern your use of such content. You may not post to the Coach1Online.com site, copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material that infringes any Rights. You acknowledge that Coach1Online.com may acquire Rights to use any posted materials as described below, and that you will not acquire any of those Rights by downloading such materials.

By submitting content, which shall include your member name, to any “public area” of the Coach1Online.com site, including public profiles or comments, you grant Coach1Online.com a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any Rights that may exist in such content. You also warrant that, to the extent that you are not the exclusive holder of all Rights in content you submit, the holder of any Rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any user to access, display, view, store and reproduce such content that you have made public for personal use. Subject to the foregoing, the owner of such content placed on the Coach1Online.com site retains any and all Rights that may exist in such content. Coach1Online.com is not obligated to review content posted by users prior to the content’s posting to any area of the Coach1Online.com site, including any private profile. Content posted by any user to the Coach1Online.com site does not reflect the opinions or views of Coach1Online.com, its coaches, representatives or affiliates. ANYTHING CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, BY SUBMITTING CONTENT TO ANY COMMENT, PROFILE OR ANY OTHER AREA ON THE COACH1ONLINE.COM SITE, YOU HEREBY EXPRESSLY PERMIT COACH1ONLINE.COM TO IDENTIFY YOU AS THE CONTRIBUTOR OF SUCH CONTENT IN ANY PUBLICATION IN ANY FORM, MEDIA OR TECHNOLOGY NOW KNOWN OR LATER DEVELOPED IN CONNECTION WITH THE CONTENT, UNLESS YOU OTHERWISE NOTIFY COACH1ONLINE.COM’ LEGAL DEPARTMENT IN WRITING AT THE TIME YOU SUBMIT THE CONTENT THAT YOU DO NOT WISH TO BE IDENTIFIED.

B. Non Commercial Use Coach1Online.com, its products, services, digital products, events, courses, social networking tools (as more fully described below) and any other element of the Coach1Online.com site are only for the personal use of visitors and members and may not be used in connection with any commercial endeavors except those that are specifically endorsed or pre-approved by Coach1Online.com in writing. Illegal and/or unauthorized use of the Coach1Online.com site, or any portion thereof, including, but not limited to, collecting user names and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Coach1Online.com site is prohibited. Any such use shall be deemed to be a violation of these Terms of Service.

C. Coach1Online.com Social Networking The Coach1Online.com Social Networking service allows members to create unique personal profiles, communicate and share materials with other Coach1Online.com members through tools, such as email, friend invitations, groups, video and photograph uploading, blogs, content rating, comments, calendars, lists and other tools and services that may be included from time to time. Use of and membership to the social networking platform is void where prohibited.

You must register for the social networking platform in order to use the services contained therein. You may set privacy levels to determine whether and who can view your profile, albums or events. Your use of the social networking platform is subject to this Terms of Service and any Additional Terms. You are solely responsible for your interactions with other users.

You may never use another's account without permission. If you become aware of any misuse of the Coach1Online.com Social Network by any person, please contact Coach1Online.com.

## **7. Member Disputes**

You are solely responsible for any interaction with other members or visitors of the Coach1Online.com site. Coach1Online.com reserves the right but shall have no obligation to monitor disputes between you and any other member of the Coach1Online.com site.

## **8. Third Party Services**

You may order services or merchandise through the Coach1Online.com site from partners of Coach1Online.com ("Seller"). All matters concerning the merchandise and services desired from Seller, including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance and delivery, are solely between you and Seller. Coach1Online.com makes no warranties or representations whatsoever with regard to any goods or services provided by Sellers. You will not consider Coach1Online.com nor will Coach1Online.com be construed as a party to such transactions, whether or not Coach1Online.com may have received some form of revenue or other remuneration in connection with the transaction or be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transaction.

## **9. Registration and Password**

You are responsible for maintaining the confidentiality of your information and passwords. You shall be responsible for all uses of your registration and account, whether or not authorized by you. You agree to immediately notify Coach1Online.com of any unauthorized use of your registration or password.

## **10. Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT USE OF THE COACH1ONLINE.COM SITE, INCLUDING BUT NOT LIMITED TO ALL CONTENT, SERVICES, DIGITAL PRODUCTS, COURSES, EVENTS, TOOLS AND PRODUCTS PURCHASED THROUGH THE COACH1ONLINE.COM SITE, IS AT YOUR SOLE RISK. THE COACH1ONLINE.COM SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COACH1ONLINE.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

COACH1ONLINE.COM MAKES NO WARRANTY THAT THE COACH1ONLINE.COM SITE WILL MEET YOUR REQUIREMENTS, OR THAT THE COACH1ONLINE.COM SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES COACH1ONLINE.COM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COACH1ONLINE.COM SITE. COACH1ONLINE.COM WILL NOT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER FOR SEEABLE OR NOT, WHICH MAY RESULT FROM THE UNAVAILABILITY OR MALFUNCTION OF THE COACH1ONLINE.COM SITE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE COACH1ONLINE.COM SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA

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## **11. Promotional Messages**

Coach1Online.com may, from time to time, send e-mail messages to you containing advertisements, promotions, etc. Coach1Online.com makes no representation or warranty with respect to the content of any such e-mail messages or any goods or services which may be obtained from such third parties, and you agree that neither Coach1Online.com nor such third party shall have any liability with respect there to.

## **12. Identification**

You agree to indemnify and hold each of Coach1Online.com, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Coach1Online.com site, the violation of these Terms of Service by you, or the infringement by you, or any other subscriber or user of your

account, of any intellectual property or other right of any person or entity.

### **13. Applicable Law**

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws provisions. By registering for or entering the Coach1Online.com site, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in Sacramento, California.

### **14. Remedies for Breach of these Terms by You**

In the event that Coach1Online.com determines, in its sole discretion, that you have breached any portion of these Terms of Service, or have otherwise demonstrated conduct inappropriate for the Coach1Online.com site, Coach1Online.com reserves the right to (i) discontinue your registration(s) with the Coach1Online.com site and/or any other Coach1Online.com community; (ii) discontinue your subscription to any digital product, product, course, event, content, tool or service purchased through the Coach1Online.com site; (iii) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (iv) any other action which Coach1Online.com deems to be appropriate. If your registration(s) with or ability to access the Coach1Online.com site, any other Coach1Online.com community and/or any other service, product, content, course, event, tool or digital product provided to you by Coach1Online.com is discontinued by Coach1Online.com due to your violation of any portion of these Terms of Service or for conduct otherwise inappropriate for the community of the Coach1Online.com site, then you agree that you shall not attempt to re-register with or access the Coach1Online.com site, any other Coach1Online.com community and/or any other digital product, course content or service provided by Coach1Online.com, through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those digital products, products, courses events or content and services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Coach1Online.com reserves the right, in its sole discretion, to immediately take any or all of the actions set forth in subsections (i), (ii), (iii), and (iv) of this provision without any notice or warning to you.

### **15. Miscellaneous**

In the event that any provision of the Terms of Service conflicts with the law under which the Terms of Service are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Service will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

Coach1Online.com may assign its rights and obligations under these Terms of Service and upon such assignment Coach1Online.com may be relieved of any further obligation hereunder. You represent to Coach1Online.com that you have the authority to register with or visit the Coach1Online.com site according to these Terms of Service. Coach1Online.com does not encourage or solicit visitors who are

known to be under the age of 18 to become a member of or visit the Coach1Online.com Community and does not permit anyone under the age of 13 to become a member of the Coach1Online.com Site.

These Terms of Service constitute the entire understanding between the parties as to the subject matter hereof, and supersede all prior agreements and understandings. Any legally unenforceable provision of these Terms of Service will, at the election of Coach1Online.com, be deleted or modified to correct the defect and, regardless, the remainder of the terms of these Terms of Service will remain valid and enforceable.

Coach1Online.com reserves the right to terminate free access to the Coach1Online.com site including any or all content, services, digital products, events, courses or tools with or without notice to you. Coach1Online.com reserves the right (at Coach1Online.com discretion) to provide you with notice of such change by prominently posting a notice on the Coach1Online.com site and/or sending written notice to you at any e-mail address you have provided to Coach1Online.com. Once free access is terminated Coach1Online.com may charge each subscriber any applicable fee, surcharge and/or membership fee for access to the Coach1Online.com Community and/or any for-pay content, services, digital products, products, events, tools or products.

## **Membership Hold**

Memberships can be placed on hold for 2 months during each calendar year in 1-month increments. Please contact Customer Service by email ([customerservice@Coach1Online.com](mailto:customerservice@Coach1Online.com)) or phone 1.604.568.5903. by the 5th of the month to put your following month's membership on hold.