

TERMS AND CONDITIONS

Updated and Effective: November 18, 2020

The following Terms and Conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), are entered into by and between You and Sonia Evans Coaching, LLC . (“**Company**”, “**we**”, or “**us**”), and govern your access to and use of the Sites, including any functionality and Services offered on or through the Sites.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE BROWSING, ACCESSING, DOWNLOADING PAYING FOR, PARTICIPATING IN OR USING (collectively and individually “Using”) THE SITES, CONTENT AND SERVICES (defined below). By using the Sites and Services, **or by clicking to accept or agree to the Terms of Use when this option is made available to you**, you acknowledge that you accept and agree to be legally bound by these Terms of Use and our most recently effective [Privacy Policy](http://www.soniamevans.com) posted on www.soniamevans.com (“Privacy Policy”) which is hereby incorporated by reference, and any other procedures or policies and rules that may be published from time to time on the Sites.

THE SECTIONS BELOW TITLED “RELEASE OF CLAIMS” “LIMITATION OF LIABILITY”
“BINDING ARBITRATION” AND “CLASS ACTION WAIVER”
CONTAIN LIMITS ON COMPANY’S LIABILITY, A BINDING ARBITRATION AGREEMENT
AND A CLASS ACTION WAIVER.
THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

IF YOU DISAGREE WITH ANY PART OF THESE TERMS OF USE, THEN YOU DO NOT HAVE PERMISSION TO ACCESS THE SITES OR USE OR PURCHASE ANY OF THE SERVICES, AND MUST DISCONTINUE YOUR USE IMMEDIATELY.

The following definitions shall apply herein:

“Company Group” shall mean individually and or collectively Company, its coaches, officers, members, directors, managers, employees, agents, representatives & independent contractors.

“Content” shall mean all material and information (in whatever form), such as videos, coursework, lesson plans, training modules, methods, processes, tools, photographs, software, text, graphics, logos, images, sound recordings, digital and downloadable resources, data, databases, documents and other material provided by or on behalf of Company on any of the Sites or through the provision of Services.

“Services” shall mean all Content, tools, products, programs, workshops, challenges, trainings, events (live, recorded or on-line), group or individual coaching sessions, and any other service or activity offered by available from or referred to on the Sites, whether for free or by purchase, and whether used as a guest or a registered user.

“Sites” shall mean (i) the website owned and operated by Sonia Evans Coaching, LLC at www.soniamevans.com and/or (ii) **any mobile site or third party applications or websites (including sign-up pages, landing pages, invoices, check-out pages or advertisements or offerings to which these Terms of Use are attached or referred to);** (iii) any online platform or forum operated by Company (for any purpose), whether on a website hosted by Company or a third-party website such as an online course platform, zoom, or facebook.com.

“Y(y)ou” /“Y(y) our” shall mean users of the Sites and/or Services, including without limitation browsers, visitors, guests, registered users, vendors, customers, merchants, and/ or contributors of content.

We reserve the right to update, change or replace any part of these Terms of Use in our sole discretion by posting updates and/or changes to our Sites without notice to You. It is Your responsibility to check this page periodically for changes. Your continued use of or access to the Sites or Services following the posting of any changes constitutes acceptance of those changes.

Other Agreements. If you have purchased a service, program, product or subscription or otherwise entered into a separate agreement with Company, you will also be subject to the terms of that agreement, which shall prevail in the event of a conflict between that agreement and these Terms of Use. Online purchases have additional terms of use relating to the transaction.

1. YOU MUST BE 18 TO USE THE SITES.

The Sites are offered and available ONLY to users who are 18 years of age or older. By using the Sites, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Sites.

2. INTERNATIONAL USERS

The Sites and Services are controlled, operated and administered by the Company from our offices within the USA. If you access the Sites and Services from a location outside the USA, you are responsible for compliance with all laws where you reside or from where you use or access the Sites. The Company makes no representation that its Sites or Services are appropriate, lawful, or available for use in other locations. You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

3. PROHIBITED USES

You are expressly prohibited from using the Sites for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from spamming, framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing,

preparing derivative works of, distributing, performing publicly, or displaying publicly the Sites, whether in whole or in part, without the prior written consent of Company.

In addition, you are prohibited from using the site or its content: (a) for any unlawful purpose or purpose prohibited by these terms; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Sites, or of any related website, other websites, or the Internet or in any manner that could damage, disable, overburden, or impair the Sites or interfere with any other party's use and enjoyment of the Sites; (h) to collect or track the personal information of others; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Sites or Services for violating any of the prohibited uses.

4. ACCESSING THE SITES

We reserve the right to withdraw or amend the Sites and any Services we provide on the Sites in our sole discretion without notice. We will not be liable if for any reason all or any part of the Sites is unavailable at any time or for any period. From time to time, we may suspend or restrict access to some parts of the Sites, or the entire Sites, to users, including registered users. The Company reserves the right, in its sole discretion, to terminate or suspend your access to the Sites and the related Services or Content and any portion thereof at any time, without prior notice or liability to you for any reason whatsoever including but not limited to a breach of these Terms of Use.

5. REGISTRATION/PASSWORDS/ACCOUNTS

To access parts of a Site or some of Services, you may be asked to provide your email, certain registration details, or other information. It is a condition of your use of the Sites and any resources downloaded from the Sites that all the information you provide on the Sites is correct, current, and complete. You agree that all information you provide to register with the Sites or otherwise, including but not limited to through the use of any interactive features on the Sites, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is truthful, accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account. You understand and agree that you have an ongoing duty to update and keep current the information provided through your account if and when that information changes.

If you choose, or are provided with, a user name, password or any other piece of information as part of

our security procedures, you must treat such information as confidential, including but not limited to the restriction of access to your Computer and/or account. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Site or portions of it using your user name, password or other security information. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Company or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. You agree to indemnify, defend and hold harmless Company Group for any damages that arise out of or in relationship to the use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

You expressly agree that you will not use your account to interfere with or disrupt a third party's enjoyment and use of the Sites. The Company reserves the right to restrict access to, monitor, suspend, disable, or delete your account at any time, in its sole discretion, for any and no reason, and without prior warning

By creating an account and/or providing your email address, you agree that The Company, and its designees and agents, may contact you by any available means, including, but not limited to, by email.

If you cancel your account or stop using Company's products or services, Company is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. The Company is under no obligation to provide you with the data associated with your account and/or user profile(s) after cancelation of your account, except as otherwise provided in the [Privacy Policy](#). The Company recommends that you maintain your own backup of account and user profile data.

We reserve the right to refuse Services, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

6. PAYMENTS

Some products and services offered by Company, such as online training courses, require payment. For these products and services, Company charges and collects fees in advance of you obtaining access. All costs and fees are quoted and payable in United States Dollars and are subject to change. You may be asked to supply certain information relevant to your purchase including, without limitation, your credit card or debit number, the expiration date of your credit card, your billing address, and your shipping information.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to us, without any additional authorization, for which you will receive an electronic receipt. Your submission of personal information through the site is governed by our [Privacy Policy](#).

Company may use third party payment processors to facilitate payment. By submitting your information, you authorize Company to share any payment information and instructions required to complete the payment transactions with its third-party payment service (e.g., credit card transaction processing, merchant settlement, and related services).

It is your sole responsibility to review and comply with all terms and policies of any third parties. You understand and agree that Company will not be held liable for any user's failure to use the Services or to complete a transaction entered into through the Sites.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

7. REFUNDS

Company's refund policies will vary based on the Services, products or programs purchased. Please visit the specific terms and conditions for each particular Service or program for specific refund or cancellation policies.

Upon determining that you are entitled to a cancellation/refund pursuant to the applicable policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase, that shall immediately terminate any and all licenses granted you to use the material provided to you under these Terms of Use or any other agreement. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources and information in any form.

8. INTELLECTUAL PROPERTY

The Company retains all right, title and interest, including but not limited to the intellectual property rights therein, to the Sites and Content, features and functionality. The Sites, and Content are and will remain the exclusive property of Sonia Evans Coaching, LLC and its content suppliers or licensors. The Sites and Content are protected by intellectual, copyright, trademark, and other applicable laws of both the United States and foreign countries, and you are expressly prohibited from using or accessing the Sites and Content for any purposes not explicitly stated in this Agreement. Such unauthorized use may violate copyright, trademark, and other laws.

If you use the Sites or any of the Content or you will be considered our Licensee. For the avoidance of doubt, you are granted a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use and access the Sites and the Content for their customary and intended purposes, and for personal, legitimate, non-commercial use only. This license is revocable at any time, and any rights not expressly granted herein are reserved to the Company.

You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such Content and will not make any changes thereto.

You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, republish, display, publicly perform, duplicate, copy, make a derivative version of, distribute, to any third party, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, social media page, or in a networked computer environment for any purpose is expressly prohibited.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. In such case, your permission to access and/or use the Content and the Sites automatically terminates and you must immediately destroy any copies you have made of the Content.

9. TRADEMARKS

The trademarks, tradenames, service marks, slogans, designs and logos of Sonia Evans Coaching, LLC and any associated programs, products or methods (the "Company Trademarks") used and displayed on the Sites are the trademarks of the Company (whether registered or non-registered). Other company, product, and service names located on the Sites may be trademarks or service marks owned by others. The Sites, including its look and feel, color selections, layout, and arrangement, is the trade dress of Company.

You are prohibited from using (including but not limited to framing, meta tags or other text utilizing) the Company's or third party's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with any goods or services without the prior written consent of the Company or applicable third-party. Use of the Company Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Company's Trademarks insures to our benefits.

10. COPYRIGHT

Copyright Policy: We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Sites infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to sonia@soniaevanscoaching.com with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest; a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; identification of the URL or other specific location on the Service where the material that you claim is infringing is located; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

11. EDUCATION AND INFORMATIONAL PURPOSES ONLY

No Professional Advice: The information contained on and provided through the Sites, Content and Services are for educational and informational purposes only, and are not intended as, and shall not be understood or construed as legal, financial, tax, medical, health, or any other professional advice.

12. AT YOUR OWN RISK/ NO GUARANTEE AS TO ACCURACY

Any reliance on the material and information provided on the Sites, Services and Content is at your own risk. By using the Sites, Content and Services, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on the Sites or the resources available for download from this Sites. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended by Company.

Availability, Errors and Inaccuracies: We have done our best to ensure that the Content and Services provide accurate information, but cannot guarantee the accuracy or completeness of the information found on Sites or contained in the Content. We update product and service offerings on the Sites but may experience delays in updating information on the Sites and in our advertising on other web sites. The information found on the Sites may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

13. NO GUARANTEES OR REPRESENTATIONS AS TO RESULTS

You agree that Company has not made and does not make any guarantees or representations about the results or progress of taking any action, whether recommended on the Sites, Content or Services or not. Company provides educational and informational resources that are intended to help users of the Sites. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others – whether clients of the Company or otherwise – applying the principles set out in the Sites, Content or Services are not a representation or a guarantee that you or any other person or entity will be able to obtain similar results.

14. EMAIL AND OTHER ELECTRONIC COMMUNICATIONS

When you visit the Sites, use any Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you are communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on the Sites, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically via email or on the Sites, satisfy any legal requirement that such communications be in writing.

15. USE OF COMMUNICATION SERVICES

The Sites and Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, blog comment sections and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “**Communication Services**”), You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the

Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Company has no obligation to monitor the Communication Services. However, the Company reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Company reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Company's sole discretion.

Always use caution when giving out any personally identifying information about yourself in any Communication Service. The Company does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Company specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized the Company spokespersons, and their views do not necessarily reflect those of the Company.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

16. YOUR CONTENT AND SUBMISSIONS

The Company does not claim ownership of the materials you provide to the Sites (including feedback and suggestions) or post, upload, input or submit to any Sites or our associated services (collectively "**Submissions**"). However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, reproduce, translate, reformat, edit, distribute, and/or publicly perform or display your Submissions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of the Company's current or future Content. Also, you understand and agree that Company may (but is not obligated to) keep archives of your content for the purpose of maintaining business records of Company and preserving evidence of its Sites' activity.

Except as stated otherwise in its [Privacy Policy](#), or in a separate agreement with the Company, the Company does not guarantee the confidentiality of any content submitted to, posted, inputted or uploaded to the Sites, and other users may view such content. Company is not legally bound to keep your information and any communications confidential, unless Company has agreed to do so in a separate agreement.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions. Further, you agree that the content submitted to the Sites will not contain third party copyrighted material, or material subject to other third party proprietary rights, unless the you have permission from the rightful owner of the material, and that you are legally entitled to post the content and to grant Company all of the license rights granted herein.

Please choose carefully the materials that you upload to, submit to, or share on any Sites or during any video or telephone call operated by the Company and any third-party forums operated by the Company. Any material you post or share on the Sites, during any video or telephone call, or in any third-party forums operated by Company may inadvertently become public. You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and Company may be unlawfully intercepted by third parties not under our control. 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.

17. YOUR PHOTOS, VIDEO AND AUDIO

While attending any in-person or on-line Company activities, you consent to photographs, videos, and/or audio recordings that may contain you, your voice and/or your likeness. You grant Company the right to use your likeness in any photographs, videos, and or/audio recordings in connection with your participation in such Services, without compensation to you at any time, now or at any time in the future.

18. LINKS TO THIRD PARTY WEBSITES AND SERVICES

These terms of use apply only to our Sites, and not to the websites of any other companies or organizations. The Sites may contain links to other websites, or third party products or services ("**Linked Sites**"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Sites, including without limitation any link contained in a Linked Sites, or any changes or updates to a Linked Sites.

The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Sites or any association with its operators.

It is your responsibility to fully research such third parties before entering into any transaction or relationship with them. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit. Complaints, claims, concerns, or questions regarding third-party products or services should be directed to the third-party.

Under no circumstances will Company Group be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of any other Website, Linked Sites or the use of content, goods or services offered therein.

Certain Services made available via the Sites are delivered by third-party platforms and organizations (such as course platforms). By using any product, Service, or functionality originating from the Sites, you hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service or functionality on behalf of the Sites' users and customers.

19. THIRD-PARTY GUEST PROVIDERS

The Company may, from time to time, provide information from a third-party in the form of a podcast guest interview, interview on other platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

20. NO JOINT VENTURE OR OTHER RELATIONSHIP

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or use of the Sites. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Company's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Sites or information provided to or gathered by the Company with respect to such use.

Unless specifically stated in separate agreement, your use of the Sites – including implementation of any suggestions /or use of any resources available on the Sites, – does not create a professional-client relationship between you and the Company or any of its professionals.

21. NO WARRANTIES

THE SITES, CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING THAT THE SITES WILL OPERATE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITES, THEIR SERVERS, OR THE CONTENT ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES; OR THAT YOU WILL ACHIEVE OR ACCOMPLISH ANY PARTICULAR RESULTS FROM USING THE SITES, CONTENT OR SERVICES.

COMPANY MAKES NO, AND WE DISCLAIM ALL, WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO THE SITES, CONTENT OR SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; IN CONNECTION WITH ANY WARRANTY, CONTRACT, OR COMMON LAW TORT CLAIMS.

THE SITES MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. UNLESS REQUIRED BY APPLICABLE LAWS, WE ARE NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE SITES. THE SITES MAY CONTAIN INFORMATION ON CERTAIN PRODUCTS AND SERVICES, NOT ALL OF WHICH ARE AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT OR SERVICE ON THE SITE DOES NOT IMPLY THAT SUCH PRODUCT OR SERVICE IS OR WILL BE AVAILABLE IN YOUR LOCATION. WE RESERVE THE RIGHT TO MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITES, CONTENT AND SERVICES AT ANY TIME.

22. INDEMNIFICATION

To the maximum extent permitted by applicable law, **YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES** (“**Claim(s)**”) that directly or indirectly arise out of, are related to, or connected with (i) these Terms of Use; (ii) the Sites, Content or Services; (iii) any acts or omissions taken by you, including but not limited to any user postings made by you, your violation of any terms of these Terms of Use, your misuse of the Services or the Sites, your violation of any rights of a third party, or violation of any applicable laws, rules or regulations. To the maximum extent permitted by applicable law, **THIS ARTICLE SHALL APPLY REGARDLESS OF THE ACTUAL OR ALLEGED FAULT, IN WHOLE OR IN PART, OF ANY PERSON, INCLUDING COMPANY GROUP'S SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), OR BREACH OF DUTY (STATUTORY OR OTHERWISE). NOTWITHSTANDING, THIS INDEMNIFICATION SHALL NOT APPLY TO THE EXTENT ANY CLAIM IS THE DIRECT RESULT OF COMPANY GROUP'S WILLFUL MISCONDUCT.** The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

23. RELEASE OF CLAIMS

- a. You assume all risk of injury, loss, damage, or liability which may arise from their use of, non-use of, or reliance upon the Sites, Content or Services, their action or inaction, their decisions, or for any direct or indirect results of using the Sites, Content or Services (collectively “Use of Services”).

- b. **Waiver of Liability.** Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by applicable law, and except for the willful misconduct of Company Group, **COMPANY GROUP SHALL NOT BE LIABLE TO YOU, AND YOU HEREBY RELEASES & DISCHARGES COMPANY GROUP AND WAIVES ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, YOUR USE OF (OR INABILITY TO USE) THE SITE, CONTENT OR SERVICES. THIS WAIVER SHALL APPLY REGARDLESS OF THE ACTUAL OR ALLEGED FAULT, IN WHOLE OR IN PART, OF ANY PERSON, INCLUDING COMPANY GROUP'S SOLE, CONCURRENT OR CONTRIBUTORY NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), OR BREACH OF DUTY (STATUTORY OR OTHERWISE).**

24. **LIMITATION OF LIABILITY/LIABILITY CAP**

- a. **Consequential Damages.** Notwithstanding anything to the contrary contained herein, **COMPANY GROUP SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITY, LOST REVENUE, LOST PROFITS, BUSINESS INTERRUPTION, LOST DATA OR LOSS OF BUSINESS ("CONSEQUENTIAL DAMAGES") ARISING OUT OF OR RESULTING FROM THE USE (OR INABILITY TO ACCESS AND USE) THE SITES, CONTENT OR SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY REGARDLESS OF CAUSE INCLUDING BUT NOT LIMITED TO THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY (EXPRESS OR IMPLIED), BREACH OF DUTY (STATUTORY OR OTHERWISE), BREACH OF CONTRACT, OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY OF COMPANY GROUP AND WHETHER FORESEEABLE OR NOT.**
- b. **Liability Cap.** Notwithstanding anything to the contrary contained herein, and to the maximum extent permitted under applicable law, **THE MAXIMUM AND TOTAL AGGREGATE LIABILITY OF COMPANY GROUP AND ANY OF OUR LICENSORS OR SUPPLIERS TO YOU, WITH RESPECT TO ANY AND ALL LIABILITY (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE), THAT ARISES FROM OR RELATES TO THESE TERMS OF USE, THE SITES, CONENT OR SERVICES, SHALL NOT EXCEED THE PORTION OF ANY PAYMENT YOU ACTUALLY PAID TO COMPANY FOR SUCH ACCESS OR USE OF THE SITES, CONTENT OR SERVICES, WHICH SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST COMPANY GROUP. THIS CAP SHALL APPLY REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OR BREACH OF CONTRACT OF COMPANY GROUP. THIS LIABILITY CAP**

SHALL NOT APPLY IN THE EVENT OF THE WILLFUL MISCONDUCT OF COMPANY GROUP.

The indemnity obligations, waivers, releases and limitations of liabilities contained in this Agreement are effective to the maximum extent permitted by applicable law. If a law is applied in a jurisdiction which prohibits or limits a Party's ability to indemnify the other or limit liability, then that Party's liability will exist to the full extent allowed by the law of the applicable jurisdiction.

25. GOVERNING LAW.

This Agreement and any matter, Claim or dispute (whether sounding in contract, tort or otherwise) arising out of or related to this Agreement, the Program, or the Services, shall be interpreted, governed, construed, and enforced in accordance with the Laws of the State of Colorado, United States of America, without regard to its conflict of laws rules.

26. MANDATORY ARBITRATION.

- a. Notwithstanding your waiver of liability set forth herein, to the extent you attempt to assert a claim **YOU AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTE ARISING OUT OF, CONNECTED WITH OR IN ANY WAY RELATED TO THESE TERMS OF USE, THE SITES, CONTENT AND SERVICES** ("Dispute"). Any such Dispute shall be referred to and finally resolved by arbitration under the most recently effective rules of the American Arbitration Association, which Rules are deemed to be incorporated by reference into this clause.
- b. The seat, or legal place, of arbitration shall be Denver, Colorado. The language to be used in the arbitral proceedings shall be English. The award of the arbitration tribunal shall be final and binding on the parties, and may be enforced against them in any court or other authority of competent jurisdiction. The arbitration proceeding will be decided by a single arbitrator and the arbitrator will decide the arbitration proceeding by applying the laws and legal principles of the state of Colorado and the federal laws of the United States of America. You agree that the situs of this agreement is in the state of Colorado, and you submit to the exclusive personal jurisdiction of any such arbitrator or arbitration proceeding. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.
- c. Only in the event this mandatory arbitration clause is held invalid or unenforceable for any reason, then all Disputes shall be tried and litigated exclusively in the County or State Courts in Douglas County, State of Colorado or the Federal Courts in the State of Colorado. Each Party irrevocably consents to the exclusive personal jurisdiction and venue of the Federal Courts in the State of Colorado, or any county or state court located in the County of Douglas, State of Colorado.

27. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the fullest extent permitted by law, (i) no arbitration or other proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

28. ENTIRE AGREEMENT

Unless otherwise specified herein, these Terms of Use, along with the Privacy Policy constitutes the entire agreement between You and the Company with respect to the Sites, Content and Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the Company with respect to the Sites, Content and Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

29. MISCELLANEOUS

Company's failure to act on or enforce any provision of these Terms of Use shall not be construed as a waiver of that provision or any other provision in these Terms of Use. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance. If any term or provision is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term or provision in any other jurisdiction. If a Court having jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

The section headings are provided merely for convenience and shall not be given any legal import. This Agreement will inure to the benefit of Company's successors, assigns, licensees, and sublicensees.

30. CHANGES TO THESE TERMS

The Company reserves the right, in its sole discretion, to change, modify or update the Terms of Use at any time and without notice to you. Any access or use of the Sites, Content or Services by you after Company publicly posts or distributes such changes shall constitute consent of such modifications. The latest effective date will be highlighted at the top of these Terms of Use.

CONTACT US

Sonia Evans Coaching, LLC welcomes your questions or comments regarding the Terms of Use. Please contact us at:

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