

Privacy Policy and Terms & Conditions

This privacy policy and terms and conditions for Embark International ("we," "us," or "our"), describes how and why we might collect, store, use, and/or share ("process") your information when you use our services ("Services"), such as when you:

- Visit our website at <https://www.cultureshockhub.com>, or any of Embark International's websites, including our facebook and instagram pages and groups.
- Engage with us in other related ways, including any sales, marketing, or events
- Questions or concerns? If you do not agree with our policies and practices, please do not use our Services. If you still have any questions or concerns, please contact us at coaching@embarkinternational.org.

The Culture Shock Hub & Culture Shock Solution are online programs which provide educational materials and other forms of support for expats in the cultural adjustment process, which may include professional coaching.

By using any of The Culture Shock Hub or Culture Shock Solution websites, or by submitting any form or application, you are agreeing to be bound by all of the terms in this Agreement. This Agreement is between Embark International ("we") and you ("you") as a user or member of Embark International. If you don't wish to be bound by this Agreement, then please don't use any of our websites or pages, also including facebook or instagram. We may change the terms and conditions of this Agreement at any time and without prior notice. Therefore, you should regularly re-read the Agreement. You agree to be

bound by all of the terms of this, and all future agreements, as long as you use any of these Embark International affiliated sites or services.

PRIVACY POLICY

What information do we collect?

We collect information from you when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as email, or participate in another site feature.

When ordering or registering, we may ask you for your name, email address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

Like many websites, we use cookies to enhance your experience and gather information about visitors and visits to our websites. Please refer to the do we use cookies section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests. To quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter or free ebook reports, we will send you educational and marketing emails.

If you would no longer like to receive promotional email from us, please refer to the “How can you opt-out, remove or modify information you have provided to us?” section below.

If you have not opted-in to receive email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and ‘members-only’ content will be given a choice whether they would like to be on our email list and receive email communications from us.

As you browse Embark International & The Culture Shock Solution sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

How can you opt-out, remove or modify information you have provided to us? To modify your email subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

THIRD PARTY LINKS

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

CHANGES TO OUR POLICY

If we make changes to our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on 7/13/2025.

QUESTIONS & FEEDBACK

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

ONLINE POLICY ONLY

This online privacy policy applies only to information collected through our website and not to information collected offline.

TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING ANY WEBSITES ASSOCIATED WITH EMBARK INTERNATIONAL. All users of these sites agree that access to and use of this site is for personal use and is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use these sites.

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this "Website"). These Terms apply in full force and effect to your use of these Websites and by using these Websites, you expressly accept all terms and conditions contained herein in full. You must not use these Websites, if you have any objection to any of these Website Standard Terms And Conditions.

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WARRANTY AND MEDICAL DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, Embark International disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. Embark International does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. Embark International does not make any warranties or representations regarding the use of the materials on these Websites in terms

of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

DISCLAIMER: NEITHER THESE SITES NOR CONTENT PROVIDE MEDICAL ADVICE.

The contents of the Embark International websites, including but not limited to text, video, audio, graphics, images, programs, information, live video or comments ('CONTENT') and any other material contained on this site are for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always, seek the advice of your medical professional or qualified healthcare provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site. This disclaimer applies to all aspects of healthcare including but not limited to mental health.

LIMITATION OF LIABILITY

Embark International shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Embark International has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through these Websites are for educational and informational purposes only and solely as a self-help tool for your own use.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through

our Websites. You acknowledge that you are participating voluntarily in using our Websites and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

CODE OF CONDUCT

You may not use Embark International for any illegal or unauthorized purpose. In addition to the laws of Kentucky and the United States you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites in any manner which could disable, overburden, damage, or impair the Websites, or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences of that use. You agree that when using the Websites, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Embark International reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

The Culture Shock Solution is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Embark International cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation,

actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Culture Shock Solution may be billed on a payment plan basis. You will be billed in advance on a recurring basis as per the payment plan agreement.

SUCCESS DISCLAIMER

Any examples of success shown through our Websites are only estimates of what might be possible now or in the future. There can be no assurance as to any particular outcome based on the use of our Websites. You agree that Embark International is not responsible for the success or failure of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Embark International and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that

is in any way related to our Websites.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that Embark International is not responsible for the views, opinions, or accuracy of facts referenced on or through the Websites, or of those of any other individual or company affiliated with Embark International in any way. Because scientific, technology and business practices are constantly evolving, you agree that Embark International is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Websites to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute the formal endorsement of Embark International and is merely sharing information for your own self-help. Embark International is not responsible for the Website content, blogs, emails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Websites. Conversely, should our Websites link appear in any other individuals, businesses or entities Websites, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Embark International is

highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Embark International is not liable in any way for any program, product or service that we may promote, market, share or sell on or through our Website.

VARIATION

Embark International shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

Embark International offers support to our clients through a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Embark International. Please let us know if you have any complaints or comments at coaching@embarkinternational.org.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Embark International and you in relation to your use of this Website, and supersede all prior agreements

and understandings, whether oral or written, with respect to the same. The Agreement may not be amended, altered or supplemented except in writing signed by both Embark International and the Client.

DISPUTE RESOLUTION

If a dispute arises out of this Agreement that cannot be resolved by mutual consent, the Client and Coach agree to attempt to mediate in good faith for up to 60 days after notice given. If the dispute is not so resolved, and in the event of legal action, the prevailing party shall be entitled to recover attorney's fees and court costs from the other party.

WAIVER

The failure of Embark International to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

By using our Websites you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact us at coaching@embarkinternational.org.

CONFIDENTIALITY POLICY

This coaching relationship, as well as all information (documented or verbal) that the Client shares with the Coach as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Coach-Client relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Coach agrees not to disclose any specifically

identifiable information pertaining to the Client without the Client's written consent. The Coach will not disclose the Client's name as a reference without the Client's consent.

Confidential Information does not include information that: (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's confidential information; or (e) the Coach is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others; and (g) involves illegal activity. The Client also acknowledges his or her continuing obligation to raise any confidentiality questions or concerns with the Coach in a timely manner.

Please note that consultations and coaching conversations may be recorded intermittently for professional development purposes. These recordings will not be shared publicly but only with those coaches or staff of Embark International or those employed by Embark International. Client consents to these recordings by their participation in any of our offerings.

RELEASE OF INFORMATION

The Coach engages in training and continuing education pursuing and/or maintaining ICF (International Coach Federation) Credentials. That process requires the names and contact information of all Clients for possible verification by ICF. By proceeding in this program, you agree to have only your name, contact information, start and end dates of coaching, and number/dates/frequency of coaching shared with ICF staff members and/or

other parties involved in this process for the sole and necessary purpose of verifying the coaching relationship, no personal notes will be shared.

According to the ethics of our profession, topics may be anonymously and hypothetically shared with other coaching professionals for training, supervision, mentoring, evaluation, and for coach professional development and/or consultation purposes. Additionally, while preserving the privacy of clients and potential clients, concepts and even quotes from written and verbal communications that may be relevant to other clients and potential clients may be shared in any form that we deem appropriate. This includes but is not limited to marketing and testimonials.

FRIENDS & FAMILY DISCOUNT POLICY

If you were to refer a friend or family member to the Culture Shock Solution you and your friend or family member who joins the Culture Shock Solution will receive an extra two weeks in the Culture Shock Solution Facebook group which includes access to group coaching. There is no monetary compensation or discount for referrals.

TESTIMONIAL AND USE OF TESTIMONIAL POLICY

By submitting any testimonial and/or evaluation form you are agreeing to allow Embark International to use your testimonial or evaluation comments for marketing purposes on all Embark International websites and social media pages. You agree to allow Embark International to adjust the testimonial in any way they see fit without your written permission or consent.

DISCOUNT POLICY

Embark International does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

DESCRIPTION OF COACHING

Coaching is partnership (defined as an alliance, not a legal business partnership) between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal and professional potential. It is designed to facilitate the creation/development of personal, professional or business goals and to develop and carry out a strategy/plan for achieving those goals.

Coach-Client Relationship

A. Coach agrees to maintain the ethics and standards of behavior established by the International Coach Federation “(ICF)” (Coachfederation.org/ethics). It is recommended that the Client review the ICF Code of Ethics and the applicable standards of behavior.

B. Client is solely responsible for creating and implementing his/her own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Coach. As such, the Client agrees that the Coach is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Coach. Client understands coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

C. Client further acknowledges that he/she may terminate or discontinue the coaching relationship at any time. (See refund policy below.)

D. Client acknowledges that coaching is a comprehensive process that may involve different areas of his or her life, including work, finances, health, relationships, education and recreation. The Client agrees that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively the Client’s responsibility.

E. Client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is the Client's exclusive responsibility to seek such independent professional guidance as needed. If Client is currently under the care of a mental health professional, it is recommended that the Client promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by the Client and the Coach.

F. The Client understands that in order to enhance the coaching relationship, the Client agrees to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

REFUND POLICY

After the purchase of The Culture Shock Solution is complete, there are no refunds provided. All payments must be made according to the payment schedule.

LIFETIME OR ONGOING ACCESS POLICY

You have ongoing access to the Culture Shock Solution content hub. That means that after your program timeframe is complete, you will retain access to the content hub. However, after your program timeframe is complete, you will be removed from the program Facebook group and access to coaching will cease. NOTE: Any unused 1:1 coaching calls will no longer be available for use after the program timeframe is complete. Ongoing access to the content hub will be available as long as this product is offered online.

MONTHLY PAYMENT PLAN POLICY

If you are on a monthly payment plan, you are required to complete all of your monthly payments regardless of your activity in The Culture Shock Solution. Failure to complete your monthly payments may result in denied access to your content hub and coaching. This is not a subscription service which may be cancelled; therefore you assume full responsibility for all payments in the agreed upon payment plan by agreeing to this policy.

DECLINED PAYMENT POLICY

As a client in The Culture Shock Solution, you are required to complete all of your payments. You have 5 business days from the date of the payment decline to bring your account into good standing. Failure to bring your account into good standing may result in denied access to your content hub and coaching.

1:1 CANCELLATION, RESCHEDULE, OR NO SHOW POLICY

The Culture Shock Solution requires 24 hours notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case by case basis. If you do not show up for one of the three 1:1 coaching sessions included within the program, you will have 1 opportunity to reschedule. If you do not show up for that rescheduled session, you will forfeit the session and will not be able to rebook it. Paid 1:1 sessions you book in addition to those included in the program that are not canceled or rescheduled at least 24 hours in advance will still be charged in full.

HOURS OF OPERATION

As Embark International serves clients around the world, we keep our business hours flexible. All client communication will be responded to within 24-48 hours or much sooner, except during holidays of which you will be pre-notified in the Facebook group. This includes responses inside of The Culture Shock Solution Facebook group.