

## **TERMS AND CONDITIONS AGREEMENT:**

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING ANY WEBSITES OR SERVICES (hereinafter "Product") ASSOCIATED WITH **Healthier on the Road, a program of L Halbert Coaching (hereinafter "Program" and/or "We")**. All users agree said use is for personal consumption 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 any websites or services associated with **Healthier on the Road, a program of L Halbert Coaching**.*

1. **COACHING DEFINED.** Coaching is an evolving process with an ongoing relationship between Client and Coach. The coaching experience supports Client in encouraging new behaviors. The coaching relationship is positive, strengths-based, forward-looking, and collaborative. The coaching agenda and schedule are developed and implemented in partnership between Client and Coach. The role of the Coach is to help Client progress toward achieving a goal. The role of the Coach is NOT to provide medical or dietetic advice, nor therapy or counseling services.

2. **COACH-CLIENT RELATIONSHIP.** Client and Coach each agree to engage fully in this Program.

Coach agrees to maintain the ethics and standards of behavior established by the National Board of Health and Wellness Coaches. Client may review the standards published by the National Board of Health and Wellness Coaches here: <https://nbhwc.org/code-of-ethics/>

In addition, the coaching scope of practice is available for review here: <https://nbhwc.org/scope-of-practice/>

Client is solely responsible for creating and implementing his or her or their physical, mental, and emotional well-being, decisions, choices, actions, and results arising out of or resulting from this Program, including but not limited to the coaching relationship,

his or her or their coaching calls, and interactions with the Coach and other clients in this Program. Client acknowledges that coaching is NOT meant to replace the advice of licensed professionals, and the Coach is NOT offering medical or dietetic advice, nor therapy or counseling services.

Client understands this Program does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. 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. It is Client's exclusive responsibility to seek such independent professional guidance as needed.

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

Although the Coach is a licensed Registered Nurse (RN), the Coach is NOT acting in the role of an RN in this Program. Client understands and agrees that no patient-nurse relationship is created in this Program or in any coaching sessions.

3. **CONFIDENTIALITY.** The Coach agrees to keep all conversations and information about Client, and that is shared either in writing from the client or in private one-to-one sessions with the coach, private and confidential, as allowable by law.

No personal information from private coaching calls or private communications between the Coach and Client will be shared with anyone without Client's express permission. Exceptions are permitted if there is an imminent threat of serious injury to oneself or someone else. Client is responsible for determining what he or she will share in any social media group.

**4. COACHING TIME COMMITMENT AND SERVICES.** By entering this Program, Client and Coach acknowledge Client desires to make a behavioral change or some type of improvement in his or her or their life. Client acknowledges that any behavioral change often takes time to implement and sustain. Therefore, the pace of change is uncertain and varies amongst individuals. The services provided are not one-size-fits-all and there is no guarantee of Client's success in reaching his or her goal(s).

**5. COACHING SESSION PROCEDURES.** All one-to-one coaching sessions will occur through video conference. The video conference link will be provided to Client at least 24 hours before the scheduled one-to-one coaching sessions. Coach and Client agree to adhere to established appointment times.

Coach and Client agree to begin and finish all appointments on time. Barring an emergency, if *Client* is more than 10 minutes late to an appointment, Coach will assume that the appointment is canceled, and Client will have been considered as having received that coaching session. *Determination of whether an event was "emergency" will be made on a case-by-case basis after discussion between Coach and Client.*

If *Coach* is more than 10 minutes late to an appointment\*\*, Client may assume that the session is canceled, and Client shall *not* be considered to have had that session. Coach and Client will reschedule the appointment for a mutually agreeable time.

\*\*NOTE: please be aware that this would not be a typical occurrence and might only occur because of an emergency. Coach will use best efforts to notify Client in the event of an emergency and the need to reschedule, prior to being late for any appointment.

Client agrees to cancel or reschedule an appointment at least 24 hours in advance, without a change penalty (i.e., loss of the appointment if it is missed), *unless there is*

*an emergency which will be determined as described hereinabove. Any schedule changes or cancellations within 24 hours of the start of a session that were not due to an emergency will result in cancellation of the appointment without refund or rescheduling.*

6. **HOURS OF OPERATION.** The Program offers the following hours of operation: Monday, Tuesday, Thursday, and Friday, from 9:00 AM to 5:00 PM, United States eastern time zone. Wednesday hours are from 12:00 PM (noon) to 8:00 PM United States eastern time zone. All client communication will be answered within 2 business days or sooner during regular business hours. This includes responses within the Program Facebook group.

7. **FRIENDS & FAMILY DISCOUNT POLICY.** If Client refers a friend or family member to this Program, Client and Client's friend or family member who joins the Program will receive an extra two weeks of access to the Program Facebook group which includes coaching therein. There is no monetary compensation or discount for referrals.

8. **DISCOUNT POLICY.** **L Halbert Coaching** does not offer discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.

9. **TESTIMONIAL POLICY.** By submitting a testimonial form, Client agrees to allow **L Halbert Coaching** to use Client's testimonial for marketing purposes on all **L Halbert Coaching** websites, social media platforms, or promotional materials. Without the need for further written permission or consent, Client authorizes **L Halbert Coaching** to adjust the testimonial in any way so long as *the original meaning of the testimonial remains intact.*

#### 10. **PRIVACY POLICY.**

**What information do we collect?** We collect information when a person registers on any website associated with the Program, responds to a survey or communication via

e-mail, or participates in another associated feature, including the Program Facebook group and related social media platforms.

When registering for the Program, we may ask for a person's name, e-mail address, mailing address, phone number, credit card information or other information. Anyone may, however, visit the related free *non-program* Facebook page anonymously.

Like many websites, we use cookies to enhance a person's experience and gather information about visitors and visits to our websites. Please refer to the "how do we use the information we collect?" section below for information about cookies and how we use them.

**How do we use the information we collect?** We may use the information we collect in the following ways:

- to personalize a visitor's site experience and to allow us to deliver the type of content and product offerings in which the visitor is most interested;
- to allow us to better serve the visitor in responding to customer service requests;
- to quickly process transactions;
- to administer a contest, promotion, survey or other site feature.

If a person opts in to receive our e-mail newsletter, the person will receive educational and marketing e-mails. 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 the e-mail list and receive e-mail communications.

If a person would no longer like to receive promotional e-mail from us, please refer to the "How to opt-out, remove or modify provided information?" section below.

When a person browses the Program and any websites owned or maintained by **L Halbert Coaching**, advertising cookies will be placed on his or her computer so that we can understand what he or she is interested in.

**How do we protect visitor information?** We implement a variety of security measures to maintain the safety of the personal information we collect. The personal information is stored 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. Orders are placed through a secure server. All sensitive/credit information supplied 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 any personally identifiable information we collect unless we provide advance notice, except as described below. "Outside Parties" does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing Clients, so long as those parties agree to keep the information confidential. We may also release information if required by law or if necessary to enforce these Terms and Conditions, or protect ours or others' rights, property, and/or safety.

Non-personally identifiable visitor information may be released for marketing, advertising, or other uses.

**How to opt-out, remove or modify provided information?** To modify e-mail subscriptions, a person may utilize an *unsubscribe* link at the bottom of each email. Please note that due to email production schedules, a person may receive any emails already in production. Please note that we may maintain information about an individual sales transaction to service that transaction and for record keeping.

**How will changes to the Privacy Policy be shared?** If we change this Privacy Policy, we will post those changes on the website and all associated platforms. Policy changes will apply only to information collected after the date of the change. This

Policy was last modified on October 5, 2024.

11. **COPYRIGHT.** The content or Products associated with **Healthier on the Road, a program of L Halbert Coaching**, including but not limited to text, graphics or code, is copyrighted as a collective work under the United States and other copyright laws, and is the property of **L Halbert Coaching**. The collective work includes works that are licensed to **L Halbert Coaching**, ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of the collective work for the sole purpose of placing an order with **L Halbert Coaching**, or purchasing products from **L Halbert Coaching**. Any person may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the collective work solely for personal and non-commercial use, or to place an order with **L Halbert Coaching** or to purchase **L Halbert Coaching** services or products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of the collective work is strictly prohibited, unless authorized by **L Halbert Coaching**. Client agrees not to change or delete any proprietary notices from materials downloaded from the collective work.

12. **TRADEMARK.** All trademarks, service marks, and trade names of **L Halbert Coaching** used on the website or associated pages, or any Product of **Healthier on the Road, a program of L Halbert Coaching** are trademarks or registered trademarks of **L Halbert Coaching**.

13. **WARRANTY AND DISCLAIMER.** All information, materials, and services offered on or through the Website and related social media platforms are provided “as is” and without warranty of any kind, whether expressed or implied. To the fullest extent permissible pursuant to applicable law, **L Halbert Coaching** disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability

for a particular purpose and non-infringement. **L Halbert Coaching** does not represent or warrant that the functions contained in any Website or Product will be uninterrupted or error-free, that the defects will be corrected, or that any Website or the server that hosts the Website is free of viruses or other harmful components. **L Halbert Coaching** does not make any warranties or representations regarding the use of any materials or information offered in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. The services provided by **Healthier on the Road, a program of L Halbert Coaching** are an expression of opinion.

14. **ERRORS AND OMISSIONS.** Although every effort is made to ensure the accuracy of information shared on or through the Website or related Products, the information may inadvertently contain inaccuracies or typographical errors. Client agrees that **L Halbert Coaching** is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, and it not responsible for missing or incorrect information. Because scientific, technology and business practices are constantly evolving, Client agrees that **L Halbert Coaching** is offering information as is and Client will use information at Client's own risk.

15. **NO ENDORSEMENT.** References or links on our Website or related Products to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute formal endorsement of **L Halbert Coaching** and is merely sharing information for Client's self-help. **L Halbert Coaching** is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in / on the Website. Conversely, should our Website link appear in the Website, program, product or service of another person, business or entity, such appearance does not constitute our formal endorsement of said person, business or entity.



16. **VARIATION.** **L Halbert Coaching** shall have the absolute right at any time and without notice to amend, remove or vary the Product or service offered.

17. **COMPLAINTS.** **L Halbert Coaching** offers support to clients through a complaints handling procedure which will be used to resolve disputes when they first arise, with a solution that is mutually agreeable to both Client and **L Halbert Coaching**. Please let us know if you have any complaints or comments by privately emailing: [Leeann@LHalbertcoaching.com](mailto:Leeann@LHalbertcoaching.com)

18. **QUESTIONS, COMMENTS OR CONCERNS.** We welcome questions, comments, and concerns about the business or policy of **Healthier on the Road, a program of L Halbert Coaching**.

19. **LIMITED LIABILITY.** Except as expressly provided in this Agreement, the Coach makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Coach be liable to the Client for any personal injury, or any incidental, indirect, consequential, or special damages. Coach is not responsible for how Client implements recommendations or opinions, or if Client disregards or misinterprets offered information. Liability under this Agreement and the Client's exclusive remedy is limited to the monetary amount actually paid by Client in registering for this Program and any related services offered through and including the termination date. Client expressly, willingly, and voluntarily assumes full responsibility for all risks involved with or arising from this Program. Without limiting the generality of the foregoing, Client irrevocably releases **L Halbert Coaching** and Coach from, and holds them harmless for, all claims, rights, demands, or causes of action, known or unknown, arising out of Client's involvement and/or activities related to this Program and its related services.

20. **NON-REFUNDABLE.** The cost of this Program and any related services as offered are non-refundable *for any reason* once the Client completes registration.

21. **ENTIRE AGREEMENT.** This Terms and Conditions Agreement reflects the entire agreement between Coach and Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. This Agreement may not be amended, altered, or supplemented except in writing signed by both Coach and Client.

22. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court 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.

23. **WAIVER.** The failure of either party 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.

24. **BINDING EFFECT.** This Agreement is binding on and inure to the benefit of Client's heirs, legal representatives, and assigns.

25. **GOVERNING LAW AND JURISDICTION.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the United States, where applicable, and otherwise by the laws of the State of South Carolina, without regard to its principles of conflicts of laws. Any dispute or controversy arising out of this Agreement shall be heard only after the parties attempt to resolve by mediation.