

# VITA™ Coaching 2024 Terms of Service

TRUTH AND LOVE COACHING INTERNATIONAL, LLC TERMS OF PURCHASE BY PURCHASING THIS PROGRAM YOU (HEREIN REFERRED TO AS “CUSTOMER”) AGREE TO THE FOLLOWING TERMS STATED HEREIN.

## 1. Program/Service

Truth and Love Coaching International, LLC (herein referred to as “Company”) agrees to provide services of VITA™ Sex, Love, and Relationship Coaching Certification Program (herein referred to as “Program”). Customer agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## 2. Disclaimer

- Customer understands Company and its subsidiaries, owners, principals, directors, executives, employees, staff, or agents are not lawyers, doctors, managers, therapists, business managers, registered dietitians, financial analysts, psychotherapists, or accountants.
- Customer understands their participation in this Program will not treat or diagnose any disease, illness, or ailment and if they should experience any such issues they should see their registered physician or other practitioner as determined by their own judgment.
- Customer understands that the Program is not a substitute for health care or medical or nutritional advice of any kind.
- Customer understands and agrees that Customer is fully responsible for their mental wellbeing during the Program, including their dietary, mental, and physical choices and decisions during the Program.
- Customer understands that coaching is not psychology and that Program team members are not psychotherapists or practicing psychotherapy with Customer.
- Customer agrees to seek medical advice as determined by their own judgment before starting this or any other Program or discontinuing use of any medications as prescribed by their medical practitioner.
- Customer should consult their physician or other health care practitioner before starting this program. Nothing stated herein is intended to be, and must not be taken to be, the practice of medicine or medical advice.
- Please inform your VITA™ Teacher if you find out that you are pregnant during the program or inform your VITA™ Teacher at the beginning of the program if you are already pregnant. An additional waiver will be sent to you under separate cover. As advised when starting any new health or fitness regime while pregnant, please consult your physician or a medical professional prior to beginning this program.
- VITA™ Coaching certification is not a trauma resolution program. If you carry significant trauma or struggle with self-regulation, serious mental health issues,

such as severe anxiety, depression, sleep disorders, eating disorders, etc. and have not had any support around it (psychotherapy, somatic experiencing, etc) then this program may not be the right fit for you. Please consult your physician or a medical professional prior to beginning this program.

- Customer understands Customer is fully responsible for any and all adverse reactions, including but not limited to, emotional or physical reactions to the content in the Program.
- Customer understands that all suggestions offered by Company are solely for the purpose of aiding Customer in achieving Customer's defined goals.
- Customer has the ability to give their informed consent, and does hereby give such consent to Company to assist in achieving such goals.
- Additionally, the services are offered on an "as is," "where is," and "where available" basis, with no warranty of any kind — whether express, implied, or statutory — including, but not limited to, warranties of title or the implied warranties of merchantability or fitness for a particular purpose. This does not affect those warranties which are incapable of exclusion, restriction, or modification under the laws applicable to this agreement.
- Customer acknowledges that neither Company, its affiliates, nor any of their respective employees, agents, third parties, or licensors warrant that the services will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of the services, or as to the timeliness, sequence, accuracy, reliability, completeness, or content of any information or service provided through the program.
- Customer understands this is not a training in psychology nor will Customer be able to practice psychology based on this training.
- Customer understands that Company does not offer any representations, warranties, or guarantees, verbally or in writing, regarding any results of any kind.
- Customer agrees that their results are dependent on various factors and in no way are dependent on any information Company provides to Customer. Except as specifically provided in this agreement or where the law requires a different standard, you agree that the Company is not responsible for any loss, including financial loss, property damage, or bodily injury caused by use of the Program.
- To the maximum extent permissible under applicable law, Company will not be responsible to Customer or any third party claims through Customer for any direct, indirect, special or consequential, economic or other damages arising in any way out use of the Program and the maximum amount that the Company would be liable is the fees paid for the Program.

### 3. Program Structure

- The Program shall include:
  - 600-Hour Expert-Level Training
  - Live Q&A Calls
  - Manuals/Audio files
  - Student Support
  - Learning Portal
  - Online Community with fellow participants
  - Opportunity to attend Live Retreat at additional cost

### 4. Length of Program

- The length of Program shall be from January 8th, 2024 to December 9th, 2024 (herein referred to as “Commitment Period”).
- If eligible, additional Program and benefits specific to majors shall be granted based on eligibility on time of enrollment within seven (7) days of application acceptance)
- Customer understands all benefits shall expire at the end of the Commitment Period, and will not be carried over.
- All of Customer’s benefits must be used during the Commitment Period.
- Customer will have access to the live recorded Program materials up until one (1) year after the Commitment Period.
- Customer has an additional twelve (12) months after the Commitment Period to submit graduation materials and receive certification.

### 5. Time Commitment

- The Program requires an estimated investment of 600 hours to complete all necessary graduation requirements.
- Each Program module requires an estimated fifteen to twenty (15-20) hours per Program module, including time to complete the personal practice component, engaging with the learning material and calls, and implementing the training.
- Customer is required to complete additional hours of coaching practice in order to qualify for graduation.

### 6. Certification

- To receive Certification, Customer must complete all financial obligations with the Company and submit required graduation materials as outlined in the Course Documents section of the course website by December 15th, 2025. Approval of graduation materials is based on Company's sole discretion.

## 7. Fees

- If Customer elects to pay in full during the Super Early Bird promotional pricing period, the total cost shall be thirteen thousand US dollars (\$13,000.00 USD), with a deposit of two thousand, nine hundred ninety-seven US dollars (\$2,997.00 USD) and the full balance due ninety days from the initial date of purchase.
- A twenty-four (24) month payment plan is available during the Super Early Bird promotional pricing period, and consists of twenty-four (24) equal monthly installments of five hundred sixty-six dollars (\$566 USD), the total cost shall be thirteen thousand five hundred eighty four US dollars (\$13,584 USD).
- If Customer elects to pay in full during the Early Bird promotional pricing period, the total cost shall be fourteen thousand US dollars (\$14,000.00 USD), with a deposit of two thousand, nine hundred ninety-seven US dollars (\$2,997.00 USD) and the full balance due 60 days from the initial date of purchase.
- A twenty-four (24) month payment plan is available during the Early Bird promotional pricing period, and consists of twenty-four (24) equal monthly installments of five hundred ninety-nine dollars (\$599 USD), the total cost shall be fourteen thousand three hundred seventy six US dollars (\$14,376 USD).
- If Customer elects to pay in full after the Early Bird promotional pricing period, the Standard pricing plan will take effect, and the total cost shall be fifteen thousand US dollars (\$15,000.00 USD), with a deposit of two thousand nine hundred ninety-seven US dollars (\$2,997.00 USD) and the full balance due 30 days from the initial date of purchase.
- A twenty-four (24) month payment plan is available during the Standard pricing period, and consists of twenty-four (24) equal monthly installments of six hundred fifty dollars US (\$650 USD), the total cost shall be fifteen thousand six hundred US dollars (\$15,600 USD).
- If Customer misses more than one (1) payment, Customer's access to the Program shall be suspended until payments are up-to-date.
- Customer is liable for the total cost of the Program.

## 8. Method of Payment

- Customer shall pay by credit card.
- If Customer elects to pay by monthly installments, Customer authorizes the Company to charge Customer's credit card each month.
- Recurring wire transfer payments are only accepted on a case by case basis; email [vitacoaching@laylamartin.com](mailto:vitacoaching@laylamartin.com) to enquire about this option if your bank does not authorize credit card charges in the United States.

## 9. Refund Policy

- Customer understands that no refunds are offered at any time during the Program.
  - If there is an extreme personal emergency or natural disaster that would directly affect the Customer's ability to participate in the Program, Customer may send an email to Company at [vitacoaching@laylamartin.com](mailto:vitacoaching@laylamartin.com) with all relevant and necessary information on their situation.
  - Customer understands that all emergency-related refunds are discretionary.
  - If Customer experiences a family crisis, illness, or pregnancy during Commitment Term, Customer may email Company to request a freeze in the Program. A freeze in the Program would pause payments and further access to course material and calls, resuming again one (1) year from the freeze date.
  - Customer will continue to be responsible for payments and course completion once the freeze is lifted. Customer understands all freezes in the Program are at the sole discretion of the Company.

## 10. Communication with Company

- For questions regarding scheduling or the Program, please email: [vitacoaching@laylamartin.com](mailto:vitacoaching@laylamartin.com). Company will respond to Customer Service emails within two (2) working business days.
- Emails received on national holidays, company vacation days stated in the Program calendar, or on a weekend will receive a response within the following two (2) working business days.

## 11. Confidentiality

- The Company respects Customer's privacy and insists that Customer respects the Company's. Thus, consider this a mutual non-disclosure agreement.
- Any Confidential Information shared by any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the Party who discloses it.
- Both Parties agree not to disclose, reveal, or make use of any Confidential Information or any transactions, during discussions, calls, or otherwise.
- Customer agrees not to use such confidential information in any manner other than in discussion with the Company during the Program.
- Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.
- Both Parties will keep Confidential Information in strictest confidence within the Company and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft.

- Further, Customer agrees that if they violate or display any likelihood of violating this section the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

12. Non-Disclosure of Materials

- Material given to Customer in the course of Customer's work with the Company is proprietary, copyrighted, and developed specifically for Company.
- Customer agrees that such proprietary material is solely for Customer's own personal use. Any disclosure to a third party is strictly prohibited.

13. No Transfer of Intellectual Property

- Company's Program is copyrighted and the original materials that have been provided to Customer are for Customer's individual use only and a single-user license.
- Customer is authorized to use the training materials as a certified coach, teacher, and graduate of the Program with Customer's clients and students in group sessions, single sessions, or online programs. However, Customer is not permitted to use any of the Company's intellectual property, methodology, or training to certify or train other coaches or teachers of any kind.
- All intellectual property, including Company's copyrighted program and/or course materials, trademarks, service marks, and trade names shall remain the sole property of the Company.
- No license to sell or distribute Company's materials is granted or implied.
- If Customer submits Program graduation materials in stated timeline (Section 6) and is approved by Company, Customer may indicate they are a certified graduate of the Program. Company is not legally responsible for Customer's coaching, business, or legal endeavors or for Customer's clients or Customer's client's experience.
- Customer agrees that if Customer violates, or displays any likelihood of violating, any of Customer's agreements contained in this section, the Company will be entitled to revoke Customer's graduate certificate and/or injunctive relief to prohibit any such violations and to protect against the harm of such violations.

14. Customer Responsibility
  - Customer accepts and agrees that Customer is fully responsible for their progress and results from the Program.
  - Company makes no representations, warranties, or guarantees verbally or in writing regarding Customer's performance.
  - Customer understands that because of the nature of the Program and extent, the results experienced by each Customer may significantly vary.
  - Customer acknowledges there is no guarantee that Customer will reach their goals as a result of participation in the Program or that Customer will graduate and receive certification from the Program.
15. Force Majeure
  - In the event that any cause beyond the reasonable control of either Party, including, without limitation, acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike, or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.
16. Severability/Waiver
  - If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force.
  - The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.
17. Miscellaneous
  - Limitation of Liability.
    - Customer agrees they are using the Company's services at their own risk and that the Program is only an educational service being provided.
    - Customer releases Company, its officers, employers, directors, contractors, and related entities from any and all damages that may result from any claims arising from any agreements, past or present, between the parties.
    - Customer accepts any and all risks, foreseeable or unforeseeable.
    - Customer agrees that Company will not be held liable for any damages of any kind resulting or arising from including, but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program.

- Customer knowingly, voluntarily, and expressly waives any claim for damages including but not limited to; injury or death Customer may sustain as a result of participating in this Program or in any way resulting from the services provided by the Company or use of techniques and practices taught.
- Customer further declares and represents that no promise, inducement, or agreement not herein expressed has been made to Customer to enter into this release.
- The release made pursuant to this paragraph shall bind Customer's heirs, executors, personal representatives, successors, assigns, and agents.
- Non-Disparagement.
  - In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below.
  - The Customer agrees that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the Company.
  - The Customer agrees that they will not directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support, or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner, directors, officers, Affiliates, subsidiaries, employees, agents, or representatives.
- Assignment.
  - This Agreement may not be assigned by the Customer, without express written consent of the Company.
  - This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, and permitted assigns.
  - Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.
- Termination.
  - Company is committed to providing all customers in the Program with a positive Program experience.
  - Customer agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Customer's access to Program and terminate any further services without refund or forgiveness of monthly payments if Customer becomes disruptive to Company or Program or upon violation of the terms as determined solely by Company.



- Customer will still be liable to pay the total contract amount. Furthermore, Company reserves the right to pause Customers participation in the Program if Company deems, in its sole discretion, Customer is unable to safely and effectively continue in the learning environment, until such a time when Customer is physically and emotionally able to resume the Program.
- Age Requirement.
  - Customer must be 18 years of age or older to enroll in the Program.
- Code of Conduct.
  - Customer has read the Program Code of Conduct and agrees and adheres to this Code of Conduct in order to contribute to creating a safe and positive community experience for all people in the Program.
  - Failure to adhere to the Code of Conduct may result in expulsion of the Program and termination of any further services, without refund.
- Intake Form.
  - The Program is an intensive deep dive into personal growth and professional development.
  - Customer understands that Company intends to support Customer in an effective, appropriate way. Therefore, before the Program begins, Customer may sign a form that confirms Customer is aware of any health conditions that are contraindicated to the practices in the Program. The form will only be reviewed by Company team members.
  - Company does not collect medical information about Customer. If Company deems Customer unsuitable for Program due to any health or wellness related issues, Company can decide to cancel Customer participation in the Program and will in this case issue a full refund to Customer prior to the Program Start Date.
- Indemnification.
  - Customer shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the Program or in any way related to the services provided by the Company, excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or gross negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors.
  - Customer shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement.

- Customer recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.
- Resolution of Disputes.
  - If not resolved first by good-faith negotiation between the Parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association.
  - All claims against Company must be lodged within 100 days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand.
  - The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period.
  - The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process.
  - The written decision of the arbitrators (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate.
  - In disputes involving unpaid balances on behalf of Customer, Customer is responsible for any and all arbitration and attorney fees.
- Equitable Relief.
  - In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.
- Notices.
  - Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested.
  - Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.
  - For purposes of this Agreement, "personal delivery" includes notice transmitted by email to: [vitacoaching@laylamartin.com](mailto:vitcoaching@laylamartin.com)
- Entire Agreement.
  - This Agreement constitutes and contains the entire agreement between the Parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements, and understandings between them relating to such subject matter, and may not be modified, amended, or discharged, nor may any of its terms be waived, except by an instrument in writing signed by both parties in duplicate.
- Controlling Law.

- This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America.

BY PURCHASING THIS PROGRAM, YOU HAVE READ AND AGREE TO THE WORKING AGREEMENTS ABOVE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **Pregnancy Intake Form**

Please inform your VITA™ Teacher if you find out that you are pregnant during the program or at the beginning of the program if you are already pregnant.

As with starting any new health or fitness regime while pregnant, please consult with your physician or a medical professional before beginning this program.

Please explain to your doctor that you will be doing sexual practices, gentle breathwork, and emotional healing in the program. Specifically, consult with your doctor which elements within breathwork, trauma, jade egg, and other cervical practices are safe.

The VITA team will work with you to determine how to best support you. Our desire is for you to make decisions for your body and your baby that serve you both. If that means that you are not best served by continuing in the program this year due to your pregnancy, we have options available to you.