

Jamie Milam

COACHING TERMS AND CONDITIONS

Last modified: April 12, 2023

You understand that by registering for and participating in one-on-one coaching, group coaching, VIP Day, limited week program(s), workshops, and any other coaching services ("Coaching"), you voluntarily agreed and continue to agree to abide by these Coaching Terms and Conditions (this "Terms and Conditions") with Jamie Milam ("Coach").

You hereby irrevocably and unconditionally agree, as follows:

1. **PROGRAM DETAILS.** Coaching will include the details as described on our website at the time of registration.
2. **COMMUNICATION.** Coach will use email, Zoom, Voxer and Google Drive as the primary form of communication with you. Coach will respond to you within 24 business hours, or by the end of the next business day. Coach's standard business hours are between 9am to 5pm EST.
3. **RESCHEDULING.** If you need to cancel or reschedule a one-on-one Coaching session for any reason, you must provide a minimum of 24 hours prior written notice to Coach. In the event, you miss any Coaching sessions or cancel without sufficient notice, you will be charged for the session. In the event, Coach must reschedule a one-on-one Coaching session, Coach will endeavor to provide you as much prior written notice as reasonably possible and reschedule your Coaching session as soon as reasonably possible. There will be occasional occurrences where a coaching session may fall during a holiday or holiday break and it is understood those will be worked around and rescheduled accordingly.
4. **STANDARDS OF PERFORMANCE.** Coach shall use its reasonable best efforts to teach and coach you and will perform those services with a high degree of care, skill, diligence, professional knowledge, judgment, and expertise according to sound work practices and accepted professional and industry standards, in a well-managed, organized, and efficient manner. Every client and final delivery is different, with different circumstances, budgets, and needs. You understand Coaching is a subjective service and Coach is a provider with a unique vision, with an ever-evolving style and technique.
5. **YOUR COOPERATION.** As an effort to provide you with quality service, you agree to provide all documents and information or as requested by Coach in writing, in a timely manner. Coach may terminate these Terms and Conditions for Client's

failure to do so, without refund, if after a final written request Coach has not received such material by the date specified.

6. RECORDINGS. You shall not capture any Coaching sessions in any capacity, including but not limited to voice recording, tape recording, or photography without prior written consent from Coach. Coach shall provide a video recording to you within 48 hours from each coaching session, as long as technology is cooperating. You agree that your recording sessions will be kept confidential but will be uploaded to a private YouTube channel for hosting. The session will remain private and unpublished so as not to be viewable by the public.
7. AFFILIATES. Coach shall at times make recommendations to affiliate products or services and may earn a commission when you click on links or make a purchase, at no additional cost to you. I only recommend products or services that I believe in, use or think will help you too.
8. NOTICE. Any written notices to Coach may be sent to jamie@jamiemilam.com
9. DISCLAIMER.

a. *General Disclaimer.* To the fullest extent permitted by law, Coach, its affiliates, successors, assigns, agents, consultants, representatives, employees, volunteers, and licensees, expressly disclaim any liability for any direct, indirect or consequential loss or damage incurred by participant or others in connection with Coaching, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable.

- *Assumption of Risk.* You assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to you by Coach, any contributors, and any of the other Coaching participants. You take full responsibility for your business' health, your personal health and well-being, your actions and decisions, and your personal care during Coaching. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- *Educational and Entertainment Purposes Only.* Coach and our contributors are not medical, legal, financial or other professionals, or if we are, during the term of Coaching and related material(s), we are not offering our professional services and you expressly agree we are not acting in any professional capacity, including medical, legal, financial or otherwise during the term of Coaching. This Coaching is

for educational and entertainment purposes only. None of Coaching or its related material(s) should be construed as medical, legal, financial advice.

- *No Guaranteed Outcomes.* There is absolutely no guarantee that you will make or create income as a result of participating in Coaching. You understand that outcomes of Coaching can be subjective and can vary greatly depending upon individual circumstances and individual effort invested in the Coaching process.
 - *Participant Contributions.* The opinions expressed by coaching participants as part of Coaching are expressed strictly in their individual capacities, and not on the behalf of Coach or our representatives, contributors, sponsors, or partners. The opinions you or others post on this platform do not necessarily reflect our opinions. However, Coach does have the right to remove discriminatory, hateful, or explicit content in our sole discretion.
8. **PUBLICITY WAIVER.** You acknowledge that as part of Coaching you may be asked to provide a headshot, biography, testimonial, be photographed, filmed, or otherwise recorded during Coaching, which will exclude any of your Confidential Information, for Coach's advertising, promotion, and any other commercial and business purposes Coach may deem fit (the "Content"). You grant your irrevocable consent to Coach, the right use, publish in whole or in part the Content, which may include the publicly display the your name, biography and likeness, without compensation, in any other manner or media now known or hereinafter invented, throughout the world, without restriction as to alterations or modifications, for any purpose described above. You understand that Coach will be the sole property of the Content, and you waive any and all rights of publicity, privacy, or other rights therein. You further waive any and all rights to bring an action at law or equity related to the Content against Coach, its affiliates, successors, assigns, agents, consultants, representatives, employees, volunteers, and licensees, and release them from any and all liability whatsoever related to the Content.
9. **WAIVER AND RELEASE OF LIABILITY.** You fully and forever release and discharge Coach, as well as any of its affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, licensees, volunteers, contributors, any of Coaching participants, the venue, and all others involved in Coaching (collectively "Released Third Parties"), as applicable, from any and all injuries (including death), losses, damages, claims, demands, lawsuits, costs and expenses, including legal fees and expenses, and any other liability of any kind, of or to me, your property, or any other person, directly or indirectly arising out of or in connection with your participation in Coaching, whether such claims arise from negligence, breach of any duty imposed by law, mistake or error in judgment, or from any other cause, and whether such claims are known or unknown, or suspected or unsuspected (all such claims, demands, losses, liabilities, damages and causes of action are referred to collectively herein as the "Released Claims").

10. AGREEMENT NOT TO SUE; INDEMNITY. You covenant and agree that (i) you will not institute or attempt to institute any legal action, arbitration, demand or proceeding against Coach or Released Third Parties based upon any Released Claim, (ii) you will indemnify, defend and hold harmless Coach and Released Third Parties from and against any losses, claims, liabilities, expenses or damages, including attorneys' fees and costs, incurred in connection with the defense of any Released Claim or any other breach of your obligations under these Terms and Conditions, (iii) you will indemnify, defend and hold harmless Coach and Released Third Parties for any and all claims or demands, including reasonable attorney's fees, that arise from or otherwise relate to use of Coaching and related materials, and (iv) your violation of these Terms and Conditions or the rights of another.
11. PAYMENT.
- The price charged for Coaching will be the price in effect at the time of registration and will be specified in your order confirmation email, including any applicable payment plan. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. All such taxes and charges will be added to your total and will be itemized in your shopping cart and in your order confirmation email.
 - You shall pay interest on all late payments, calculated daily and compounded monthly at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable Law. You shall also reimburse Coach for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Coach has the right to suspend or terminate all Coaching if you are more than 5 business days late on any payment due under these Terms and Conditions.
 - In the event of cancellation due to non-payment after 5 business days and you opt back in, new charges are subject to any rate increases.
 - You understand that no refunds will be provided in the event of your failure to attend any scheduled Coaching session or part thereof for any reason, including as a result of an emergency. No discounts or refunds of fees will be given under any circumstances.
12. TRANSFER. You understand that you may not transfer or designate a surrogate for participation in Coaching.
13. TERMINATION. You understand that you are free to terminate your participation in Coaching at any time, providing a 30-day written notice (sent via email) before the next payment process. However, you will not receive a refund for remainder or any portion of Coaching, including all remaining payments under the payment plan. In the event you breach any terms of these Terms and Conditions, Coach reserves the right to terminate your participation in Coaching effective immediately, without any refund.
14. CONTENT STANDARDS. In order to foster a supportive and productive environment, during Coaching the following content standards apply to any and

all contributions and communication among Coaching participants and Coach's team ("Participant Contributions"), if you are participating in group coaching. Participant Contributions must comply with all applicable laws and regulations. Without limiting the foregoing, Participant Contributions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or

otherwise objectionable, (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iii) promote any illegal activity, or advocate, promote, or assist any unlawful act (iv) infringe or misappropriate the intellectual property rights privacy, or publicity rights of others, or (v) contains harmful content such as malware, viruses, time bombs, and other computer programming routines that could damage or interfere with a system, program, data, or personal information. If the Coach is made aware of and determines that Participant Contributions have violated these Content Standards, Coach will take commensurate action to restore a supportive and productive environment, including the removal of any community member who has violated these Content Standards from Coaching, without any refund.

16. CONFIDENTIALITY AND NON-DISCLOSURE. You agree to preserve the sanctity and safety of Coaching. You understand during the course of Coaching, you will have access to and learn about non-public, confidential, or proprietary information ("Confidential Information") disclosed by Coach and each of Coaching participants, if you are in participating in group coaching ("Disclosing Party"). You hereby agree to protect and safeguard the confidentiality of all such Confidential Information with at least the same degree of care as you would protect your own Confidential Information, and you will not use Confidential Information in any manner to the Disclosing Party's detriment. To provide you with the highest quality of service, you understand Coach, may discuss and receive independent mentors on certain topics anonymously and hypothetically with other personal coaches or from contributors. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief (including injunctive relief) against the to prevent the breach or threatened breach of this Section and to secure its enforcement. You agree not to harvest or otherwise collect information about others, including Email addresses, or to use information obtained from the Services to send other users unsolicited Email of any kind.
17. INTELLECTUAL PROPERTY. To honor and protect Coach's intellectual property, you agree not to disclose, reproduce or distribute Coaching's written materials, techniques or methods to any third party without Coach's prior written consent. You understand that Coach's written, and recorded materials are protected by intellectual property laws, and you agree not to copy, reproduce or distribute any such materials for any reason without Coach's prior written consent.

You alone shall own all right, title and interest, including all related intellectual property rights such as copyright throughout the world and moral rights, to materials, data and/or information created and/or submitted by you to Coach during Coaching.

18. LIMITED LICENSE. Subject to and in accordance with these Terms and Conditions and other guidelines or instructions Coach includes in Coaching, Coach grants a limited, non-transferable, non-sublicensable, non-exclusive, revocable license ("License") to make individual use of Coaching. More specifically, unless explicitly authorized in these Terms and Conditions or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, resell, share, trade or distribute in any manner or medium (including by email or other electronic means) any material from Coaching. You may, however, from time to time, download and/or print one copy of the individual pages of Coaching for your individual use, provided that you keep intact all copyright and other proprietary notices. Coach reserves the right to terminate your access to Coaching at any time if Coach finds that you have violated these Terms and Conditions.
19. INDEPENDENT CONTRACTOR. Coach's relationship to you is one of independent contractor. Nothing in the Agreement shall create an employment, partnership or agency relationship, nor shall Coach act as your employee. Coach shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to income, sales and use taxes if any.
20. SURVIVAL. You understand that the terms of these Terms and Conditions shall survive the termination or completion of Coaching.
21. FORCE MAJEURE. Coach shall not be liable or responsible for, nor be deemed to have defaulted under or breached these Terms and Conditions, for any failure, interruption, adaptation in format or scheduling, or delay in fulfilling or performing any term of these Terms and Conditions, when and to the extent such failure, interruption, adaptation in format or scheduling, or delay is caused by or results from the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) pandemic; (f) action by any governmental authority; (g) national or regional emergency; (h) travel restrictions; (i) shortage of adequate power or transportation facilities; and (j) other events beyond the reasonable control of Coach or contributors. Coach shall give notice as soon as reasonably possible to all of Coaching participants of the occurrence of a Force Majeure Event. Coach shall use diligent efforts to end the failure, interruption, or delay and ensure the effects of such Force Majeure Event are minimized. Coach shall resume or reschedule the performance of its obligations as soon as reasonably practicable after the removal of the cause.

22. DISPUTE RESOLUTION. In the unlikely event of a dispute arising from or relating to Coaching or these Terms and Conditions, the dispute shall be settled by binding arbitration in Toronto, which will occur via telephone by an arbitrator that is mutually approved by the parties. The costs of the arbitration will be shared equally by the parties; provided, that the prevailing party will be entitled to reimbursement by the other party of its reasonable costs and expenses incurred therein, including its reasonable attorneys' fees and costs.
23. NON-DISPARAGEMENT. The parties agree that, unless required to do so by legal process, both parties will not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, by word or gesture, to any person whatsoever, about the other party or the other party's management, employees, independent contractors, agents, or representatives, which includes any public review or post on any social media platforms and internet searches. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, good character, or product quality of the person or entity to whom the communication relates.
24. LIMITATION OF LIABILITY. YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. NEITHER, COACH NOR ANY OF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES OR LICENSORS (INCLUDING OUR INDEPENDENT CONTRACTOR CONTRIBUTORS) SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR SIMILAR DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM AND THE INFORMATION AVAILABLE THROUGH THE PROGRAM OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE THROUGH THE PROGRAM. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST COACH AND ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES AND LICENSORS (INCLUDING OUR INDEPENDENT CONTRACTOR CONTRIBUTORS) ARISING OUT OF YOUR PARTICIPATION IN THE PROGRAM.
25. CHOICE OF LAW. These Terms and Conditions shall be governed by the laws of North Carolina, USA, without regard to its conflicts of law provisions. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be fully severable, and these Terms and Conditions shall be construed and enforced as if such provision had never comprised a part of these Terms and Conditions.
26. ENTIRE AGREEMENT. These Terms and Conditions represents the entire agreement between the parties with respect to the subject matter of these Terms and Conditions and supersedes all prior agreements and understandings between the parties.

27. AMENDMENTS. Amendments to these Terms and Conditions. Coach may amend these Terms and Conditions from time to time. It is your responsibility to check this website periodically for changes to these Terms and Conditions. If Coach does amend these Terms and Conditions, the date at the top of this website indicates when these Terms and Conditions were last updated. Amendments to these Terms and Conditions will take effect on the date on which we publish the amendments on this website, and from then on will govern the relationship between you and Coach in respect of your use of this website. Continued access will constitute agreement to the updated terms.