

# Terms & Conditions

## Third Wave Coaching Certification Program User Agreement

The following are the terms and conditions for participation in the Third Wave Coaching Certification Program (the "Program") between Third Wave (the "Provider") and you (either an individual or a legal entity that you represent as an authorized employee or agent) (the "Participant" or "you"). Please read them carefully. By registering for the Program, you agree to be bound by and to abide by the following terms and conditions.

1. **Effective Date** – This Agreement shall start upon registration by the Participant in the Program and shall be enforceable between the parties starting on the registration date.
2. **Program** – The Provider agrees to provide access to all of the Program features as described in the specific Program sales page on the Program's kickoff date (July 9, 2021). These Program features may include training videos, lessons, forms, worksheets, checklists, ongoing live training sessions, and private discussion groups. The Provider may also introduce discounts or bonuses to Participants upon the purchase of other products or services.
3. **Course Registration** – To register for the Program, the Participant must agree to:
  - a. Complete the registration process by providing the Provider with true, current, complete and accurate information as prompted by any registration form, including Participant's email address (user name) and password. If the Participant provides any information that is untrue, inaccurate, not current or incomplete, or if the Provider has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Provider may suspend or terminate Program access without refund. The Provider reserves the right, in its sole discretion, to terminate access of the Participant to the Program and the related services or any portion thereof at any time, if the Participant becomes disruptive to the Program or other Program participants, or fails to follow the Program guidelines. In the event of a termination for cause, the Participant shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan.
  - b. Be personally interviewed to determine fitness for acceptance into the Program.
  - c. Pay a deposit.
  - d. Agree to these Terms and Conditions.

4. **Limited License** – By registering for the Program, the Participant is granted a limited, non-exclusive, non-transferable, revocable license to access, view and use the Program. Subject to the terms and conditions of this Agreement, you may download, store and print single copies of items comprising the Program. All ownership rights in the intellectual property related to the Program remain with the Provider and the Participant may not use or reproduce any of the content in any manner without the express written consent of the Provider. Any violation of the copyright or trademark rights of the Provider shall result in immediate termination of access to the Program without refund and may result in legal action against the Participant at the discretion of the Provider.
5. **Copyright** – The material in the Program is covered by the provisions of Title 17 of the *United States Code* and by other applicable laws, policies, regulations and international agreements that address intellectual property rights. Except as granted in the limited license, any use of the Program, including modification, adaptation, transmission, presentation, distribution, republication, translation or other exploitation of the Program or of its content, whether in whole or in part, is prohibited without the prior written consent of the Provider.
6. **Fees** – The fees for the Program shall be as set out in the Program website and in offers from time to time. The fees charged by the Provider shall be subject to all applicable taxes as required by the taxing authorities in the jurisdiction of Provider. Unless otherwise stated, all fees are quoted in US Dollars. A deposit will be due and collectible upon registration in the Program, with the remaining balance owing due in full by 11:59pm PST on June 24, 2021. If you cannot remit the balance in full upon that date, you may request to pay via a payment plan for the advertised Payment Plan price. If the Provider approves your request to pay via a payment plan, a deposit will be due and collectible upon registration in the Program, with the remaining balance payable in three equal installments of \$2,833 to be automatically charged to the Participant’s credit card on June 25, July 23, and August 20, 2021.
7. **Course Completion** – To graduate successfully from the Program, Participants must:
  - a. Review all course materials and complete 100% of homework assignments.
  - b. Attend all classes and Guest workshops, with live (online) attendance required for 80% of them.
  - c. Attend 50% of the weekly Group Integration Sessions live (online).
  - d. Attend the in-person retreat in Eden, Utah and participate in all required sessions or exercises. All retreat attendees will be expected to honor current medical recommendations for COVID-19 social distancing and safety measures.

- e. Complete one practice coaching session, to be recorded and reviewed for competency.
  - f. Take part in a final interview designed to assess the Participant's understanding of all materials and alignment with Third Wave protocols.
  - g. **Directory:** Participants will be expected to demonstrate consistent ethical and professional integrity. Only those graduates who demonstrate a full understanding of all course materials, receive high marks from their coach mentor on assignments, demonstrate ongoing support for their fellow course participants, and share reviews from previous or existing clients attesting to their ongoing commitment to professionalism and ethical behavior will be invited to be listed on the Third Wave Directory as either verified or fully-vetted Coaches.
8. **Cancellation Policy** – You may cancel your participation in the Program by contacting the Provider in writing at [coaching-certification@thethirdwave.co](mailto:coaching-certification@thethirdwave.co). A full refund of any amounts paid will be provided if notice of cancellation is received within one week (5 business days) of your inquiry call with Paul Austin. If you cancel prior to July 9, 2021, you will be issued a 50% refund of the total payment to date. If you cancel on or after July 9, 2021, you remain responsible to pay all amounts owing for the Program, including any amounts due under a payment plan.
9. **Passwords** – Any passwords and user IDs used for the Program are for the Participant's individual use only. You are responsible for the security of your password and user ID (if any), and for all activities that occur under your user ID and password. The Participant agrees to notify the Provider immediately of any unauthorized use of their password or account or any other breach of security. The Provider will be entitled to monitor passwords and user IDs and, at its discretion, require Participants to change passwords. The Participant further agrees that the Provider will not be responsible for the unauthorized use of a Participant profile by any other person and is under no obligation to confirm the actual identity of any password or user ID. The Provider cannot and will not be liable for any loss or damage arising from a Participant's failure to comply with these provisions.
10. **Credit Card Authorization** – By purchasing this Program, the Participant hereby authorizes the Provider to charge their credit card or other payment cards automatically for any ongoing fees or payments owing as determined by the provisions of this Agreement.
11. **Privacy** – The Provider agrees to protect all personal information collected from the Participant for the purpose of providing the Program in accordance with applicable privacy legislation. The Participant agrees to the collection and use of the personal information in accordance with the Privacy Policy of the Provider for the purpose of

delivering and administering the Program. The full privacy policy of the Provider is available here: <https://thethirdwave.co/privacy-policy/legal/>. In addition to receiving applicable Program correspondence via e-mail or other electronic communication, the Participant expressly consents to receive any marketing correspondence from the Provider upon registration in the Program. The Participant may unsubscribe from any such marketing lists without affecting access to the Program.

12. **Confidentiality.** “Confidential Information” includes any proprietary data and any other information disclosed by one party to the other in writing and marked “confidential” or disclosed orally and, within five business days, reduced to writing and marked “confidential”. Notwithstanding the foregoing, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party’s possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information. Neither party will use or disclose the other party's Confidential Information without the other’s prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order. In which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing such information. Upon termination of this Agreement, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such.
13. **Legal Disclaimer – Not Medical Advice** – The Provider provides the information contained in the Program to the Participant for informational and educational purposes only. The information contained in the Program, including any interactions with instructors, and participation in any social media groups or chats, shall not be understood or construed as medical advice. The Participant shall be required to use their own judgment in applying the information provided in the Program to their own personal circumstances and may wish to obtain independent medical advice where appropriate.
14. **Legal Disclaimer – Technology** – The Provider shall not be liable for any losses or damages of any kind related to any websites, course hosting platforms or any other technology used in the delivery of the Program being unavailable or unusable for any reason whatsoever. The Participant hereby agrees that they have the necessary Internet connection and other technology in order to participate fully in the Program.
15. **LIMITATION OF LIABILITY** – Subject to applicable law, in no event shall the Provider and its partners, employees, consultants, agents or licensors be liable for damages of any kind including, without limitation, any direct, special, indirect, punitive, incidental or consequential damages including, without limitation, any loss or damages in the nature of or relating to lost business, lost savings, lost data or lost profits arising from your use of, reliance upon, or inability to use the Program, regardless of the cause and

whether based on a claim or action of contract, warranty, negligence, strict liability, or other tort, breach of any statutory duty, indemnity or contribution, or otherwise, even if the Provider has been advised of the possibility of such damages. Some States do not allow the limitation or exclusion of liability for incidental or consequential damages, so the limitations or exclusions in this paragraph may not apply to you. The Provider (and its subsidiaries') total cumulative liability to you or any other party for loss or damages resulting from claims, demands or actions arising out of or relating to this Agreement shall not exceed U.S. \$500.

16. **DISCLAIMER OF WARRANTIES** – The Program is provided “as is” and “as available”, without warranty or condition of any kind, either express or implied. The Provider expressly disclaims all warranties and conditions, including any statutory or implied warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Program, to the fullest extent permissible under applicable law. While the Provider endeavors to provide content that is correct, accurate and timely, no representations or warranties are made regarding the Program including, without limitation, the Provider provides no representation or warranty that (i) the Program will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the course hosting platform will be uninterrupted or error-free, (iii) that defects or errors in the Program will be corrected, (iv) that the course hosting platform will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the course hosting platform will be secure and/or not intercepted. You acknowledge and agree that you are using the Program at your own risk and liability.
17. **RELEASE AND INDEMNITY** – The Participant hereby agrees to release the Provider and its partners, employees, consultants, agents and licensors from, and in no event shall any or all of the Providers and their partners, employees, consultants, agents or licensors be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages, including lost profits) whatsoever arising from your use of the Program (including any breach by you thereof), or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Program. The Participant will indemnify and hold harmless the Provider and its partners, employees, consultants, independent contractors, agents or licensors from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Program or otherwise relating to this Agreement (including any breach by you thereof). The Participant will also indemnify and hold harmless the Provider and their partners, employees, consultants, independent contractors, agents or licensors from and against any claims brought by third parties arising out of your use of the Program or its content.

- 18. Governing Law and Jurisdiction** – The Program is operated by the Provider within the State of Delaware, USA. By accessing or using the Program, the Participant agrees that all matters relating to your access to, or use of, the Program and its content shall be governed by the laws of the State of Delaware, and the federal laws of the United States applicable therein, without regard to conflict of laws principles. The Participant agrees and hereby submits and attorns to the exclusive jurisdiction of the courts of the State of Delaware, with respect to all matters relating to their access to and use of the Program.
- 19. Entire Agreement** – This is the entire Agreement between the Participant and the Provider relating to your access and use of the Program and the content therein.