

Emotional Release and Balance Online Program Agreement(Subscriptions)



ERB(Emotional Release and Balance) online program monthly subscription agreement.

Subscription start date: INSERT START DATE

This agreement is between Billie Cornell (herein named COACH) and INSERT CLIENT NAME (herein named as CLIENT), for the ERB Class Monthly Subscription Package of \$40 per month.

SUBSCRIPTION BREAKDOWN:

- Access to upto 3, 45 minute ERB sessions per 30 day period.

PAYMENT TERMS:

You are entering a month by month subscription with Billie Cornell on INSERT START DATE, you have agreed to pay a monthly subscription fee due monthly on the anniversary of this agreement.

We accept payment of the Fee by Stripe or PayPal. Payments will be automatically deducted via your payment choice each month. Notwithstanding the payment option that you choose, you agree and acknowledge that you shall be, and remain at all times responsible for the payment of the Fee in full.

Time for payment of the monthly Fee shall be of the essence and shall be made without deduction, set off, or any form of withholding except as is required by law, and cleared payment must be received by us before you are entitled to access to the monthly sessions.

Any payment made shall be non-refundable unless we fail to deliver the sessions by reason of our own fault or failure.

Where you wish to make payment of the Fee by credit, debit card, or PayPal then you authorise us to charge your debit or credit card to obtain payment of the Fee. In the event payment is rejected by your debit or credit card provider, PayPal, or payment fails, but you have still received access to the sessions then you agree to be responsible for payment of the Fee within 7 days from access to the sessions being provided.

The Fee is based upon our knowledge and experience and the time, effort and availability of the program sessions and is not based on your actual usage. You agree to acknowledge that: You shall not be entitled to any form of credit to or deduction from the Fee for any lack of usage of the program sessions on your part; and the Fee is payable in full and non-refundable.

You are responsible for ensuring that payment of the Fee is paid in full and on time in accordance with the payment terms.

If payment of the Fee or any installment of the Fee is beyond 7 days overdue, then we shall be entitled to any or all of the following remedies:

- To withhold access to the sessions until payment has been made in respect of the outstanding amount;

In the event your account is beyond 30 days overdue we shall be entitled to terminate your access to any further sessions at your agreed monthly subscription fee.

REFUND POLICY

No refund policy shall apply to your subscription to the program sessions, save where we are unable to deliver the sessions due to our own fault or failure.

In light of our refund policy, no chargeback or threatened chargeback claims from your debit or credit card provider or PayPal will be accepted by us. If you have any concerns with the program sessions then you agree to notify us in accordance with this agreement. If you choose to pursue a chargeback claim without first contracting us then you accept that such action shall constitute a breach of this agreement and you shall indemnify us for the repayment of any charges, costs or fees imposed on us by your debit or credit card provider or our merchant service provider or PayPal as a result of your actions, along with our reasonable costs for dealing with the matter calculated at a rate of \$180 per hour.

TERMS AND CONDITIONS:

As a CLIENT, I agree that I am fully responsible for my physical, mental and emotional well-being during my ERB sessions, including my choices and decisions. I am aware that I can choose to discontinue my sessions at any time by emailing support@billiecornell.com.

I understand that ERB is a comprehensive process that may involve all areas of my life including mental, physical, emotional and spiritual. I acknowledge that deciding how to handle these issues, incorporating ERB methods into those areas, and implementing my choice is exclusively my responsibility.

I understand that the ERB program does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association. I understand that ERB is not a substitute for counseling, psychotherapy, psychoanalysis, mental health care or substance

abuse treatment and I will not use it in place of any form of diagnosis, treatment or therapy. If I am currently receiving psychiatric care, I will consult with my caregiver to ensure working with an ERB coach is in my best interest at this time.

I understand that ERB coaching is not to be used as a substitute for professional advice by medical or other qualified professionals. I will seek independent professional guidance for medical or other matters. I understand that all decisions in these areas are exclusively mine and I acknowledge that my decisions and my actions regarding them are my sole responsibility.

Because professional coaching is not considered medical consultation or treatment, health insurance does not apply.

CLIENT RESPONSIBILITY:

Timeliness: I understand that it is my responsibility to book my sessions in a timely manner within 24 hours of a desired session. I will be on time to the program sessions I have booked. If for some reason I am late I acknowledge that I may not be admitted to the class if the session has already started as it would be a distraction to the instructor and the other participants.

Distractions: I will be fully present for each group session and will not multi-task. I will also turn off my cell phone and other devices not being used in the session and minimize other people being around me. I understand that for my best results I need to be in a quiet and calming location without others in the room. If for some reason I need to leave for a few moments I will turn off my video until I return.

Accountability: I will hold myself accountable to commitments I make to myself and the group, as well as hold other participants accountable through positive peer support and encouragement.

Feedback: I will provide positive feedback and will provide appropriate negative feedback only if asked.

Respect: I will treat all group members with respect and courtesy, including honoring each participant's unique viewpoints, beliefs and needs. Be conscious of body language and nonverbal responses—they can be as disrespectful as words.

Grievances: I will communicate any grievances immediately and directly with the COACH. If I see that the Program/Package is not working as I desire, I will communicate feedback to the COACH to better address desired goals.

Group Confidentiality: I will maintain complete confidentiality about anything that another participant shares during the coaching group. This includes agreeing not to share audio or video recordings.

Group Support: I will encourage and support my fellow group members through championing their success by contributing in whatever way that I can.

Except as expressly provided in this agreement, the COACH makes no guarantees or warranties, express or implied. In no event will the COACH be liable to the CLIENT for consequential or special damages. Notwithstanding any damages that the CLIENT may incur, the COACH's entire liability under this agreement, and the CLIENT's exclusive remedy, will be limited to the amount paid by the CLIENT to the COACH under this agreement for all services rendered up until the termination date.

The COACH takes its business seriously and acts with integrity and professionalism. The COACH expects the CLIENT to do the same. Thus, the COACH requires the CLIENT to be respectful and professional to Billie Cornell and any other members of the ERB program group throughout the subscription. The COACH reserves the right to ask the CLIENT to withdraw from the program should they be deemed rude, uncooperative, unprofessional, or lacking in commitment.

By entering into this agreement, the CLIENT agrees to respect the COACH's time, expertise and reputation and shall be concise and respectful in all communication with the COACH and any other third parties. Any abuse or overuse of the COACH's time or any disrespectful communication sent to the COACH or by the CLIENT (with "disrespectful" determined solely by Provider), shall constitute a material breach of these Terms. An initial warning will be given by email to the CLIENT. A subsequent breach will warrant the immediate termination of the CLIENT's participation in the Program/Package without reimbursement in any form. The CLIENT's subscription will be immediately terminated.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

COMMUNICATION:

The CLIENT is able to message the COACH via Private Message or email at any time during the package between 8 am and 6 pm (ET) Monday - Friday and receive a reasonably quick response. If outside of these times the COACH will respond the next working day.

DUTY TO READ:

The CLIENT accepts that under this agreement, the CLIENT has a duty to read the terms of this contract, and has done so. Furthermore, the CLIENT understands and accepts that the CLIENT is precluded from using lack of reading as a defence against all remedies contained herein.

The CLIENT's signature on this agreement indicates compliance with the above requests, and understanding of the services to be provided.

CLIENT's Signature

Billie Cornell