

RACHEL SEWELL

TERMS AND CONDITIONS

Please read these Terms and Conditions carefully. You must agree to these Terms and Conditions before you are permitted to use any Rachel Sewell digital or downloadable resources, membership, online course, one-on-one or group coaching, class, program, workshop, or training, or enter any online private forums such as Facebook groups operated by Rachel Sewell (for any purpose), whether on a website hosted by Rachel Sewell or a third-party website such as an online course platform or facebook.com (collectively "**the Program**").

If you do not agree with these Terms and Conditions, you may not use the Program.

As used in these TOU, the term "**the Company**"; refers to Rachel Sewell.

1. THE PROGRAM

As part of the Program, you will receive the services outlined on the web page or email where you register.

If you wish to participate in another session of the Program in the future or purchase any other products, programs or services from the Company, all terms of these Terms and Conditions will continue to apply unless superseded by another agreement in writing.

This Program is intended and only suitable for individuals aged eighteen (18) and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

2. PAYMENT

You agree to the Program fees and payment schedule selected at checkout.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If payment is not received when due, the Company reserves the right to terminate your access to the Program and all Content, as defined below in Paragraph 5, immediately and permanently.

If you fail to make any payment in a timely manner or voluntarily withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program.

You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

3. REFUNDS

Because of the extensive time, effort, preparation and care that goes into creating and providing the Program, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we will not offer refunds for any portion of your Program payment and no refunds will be provided to you at any time. By using and/or purchasing our Program, you understand and agree that all sales are final, and no refunds will be provided.

All licenses regarding the Content (defined below) provided under these Terms and Conditions will immediately terminate upon the Company's granting of a refund if required by law. You shall immediately cease using the Content and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, worksheets, slide shows, membership areas, social media groups limited to Program participants and other resources.

Company reserves the right, in its sole discretion, to determine how to address a participant who violates these Terms and Conditions. Therefore, if a participant disagrees with how the Company addresses another participant and requests a refund, the Company will deny such request.

Furthermore, if a participant violates these Terms and Conditions, the Company reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these Terms and Conditions. If a participant disagrees with the Company offering another participant a second opportunity to follow these Terms and Conditions, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviours or actions that violate these Terms and Conditions, the Company may terminate your access and participation in the Program without notice and without refund.

4. INTELLECTUAL PROPERTY RIGHTS

(a). Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the

Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing (“the Content”) is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

(b). The Company’s Limited License to You

If you view, purchase or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-exclusive, non-transferable license for personal, non-commercial use only, limited to you only. This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only.

You are granted access to the Program for the life of that Program only. This means you will have access to the Program and Content, provided your account is in good standing, for as long as the Company continues to host and provide access to the Program and Content you have purchased.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

(c). Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by sending an email to rachel@rachelsewell.co.uk

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be

treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

5. COACH-CLIENT RELATIONSHIP

The coaching relationship is co-creative, meaning that the coach and you are equal partners in the coaching session.

(a). Your Coaches' Responsibilities

- Your coach is trained to use communication skills and coaching tools to support you as an equal partner throughout the coaching process.
- Your coach will provide guidance to group participants based on information provided to the coach.
- Your coach may answer questions through whatever forum your Program provides, such as via the Company's website, a social media forum, live event, private message or live group coaching call.

(b). Your Responsibilities

- You agree to complete all tasks assigned during the Program, including but not limited to watching or listening to videos, completing worksheets and assignments, and attending coaching sessions.
- You agree that your relationship with the Company is that of a coach-client relationship and that no other professional relationship has been established.
- You agree that the coaching is not to be used as a substitute for professional advice of any kind, including medical, mental or other qualified professional help and you agree to seek professional guidance for such matters, should they arise, independent of the coaching relationship.

6. YOUR CONDUCT

The Program is a "pitch free zone." You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, "shadow" groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Program participants to participate in events, such as a meetup or seminar, without first receiving approval from the Company. You agree not to market promote, or sell products or services such as essential oils, exercise DVDs, nutritional supplements, coaching services, or other products or services to

Program participants, unless you are authorized or requested to do so by the Company.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company's website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene, pornographic, sexually explicit or violent, or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

You are strictly forbidden from the following:

- Harassing, fighting with, or being disrespectful to other participants
- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- Using any Company website or private membership forum or third-party forums operated by Company, to take pictures and/or screenshots of comments, posts, pictures, materials or any other content posted and/or shared by Company and/ or participants without receiving their advance permission Sharing any private and proprietary information, screen shots, comments, posts, pictures, materials or any other content posted and/or shared from other participants, with the public or with anyone who is not a participant on or in any Company website, private membership or third-party forums operated by Company.

If, in the Company's sole discretion, your conduct violates these Terms and Conditions in any way, you agree that the Company may immediately and

permanently terminate your participation in the Program and your access to the Content without refund.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

7. COMMUNITY GUIDELINES

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within Company's community is the baseline expectation that all participants will treat one another with respect while bringing encouragement and consideration to all participants.

The Company's community guidelines are as follows:

(a). The Company's Program promotes diversity amongst its participants. Therefore, the Company encourages all participants to connect with one another and to learn about one another's background, interests, hobbies and points of view. The Company does not tolerate nor support any participant's discriminatory speech, hate speech, comments, or actions against another participant based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels.

(b). The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within the Program. Therefore, Company shall not be held liable for any participant's comments, actions, posts, content or materials that result in another participant's trauma or discomfort.

(c). The Company has created a safe space for all participants to feel seen, respected and heard. Company encourages participants to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each participant must demonstrate respect towards one another.

(d). Participants must support each other with words of encouragement, resources or suggestions, while respecting each participant's boundaries.

We may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which

may be updated from time to time. You agree that you are bound by those rules and they are expressly incorporated into these Terms and Conditions.

8. CONFIDENTIALITY

The Company retains and uses all information under the Privacy Policy. The company may contact you by using e-mail or other electronic communication methods and you expressly agree to this.

You agree that the Company shall not be liable for the disclosure of any of your information by another Program participant. You agree to keep all information you learn about other Program participants, their businesses (including their intellectual property), or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

The Company may record coaching calls and share them in the Program, on the Company's website, or on third-party forums operated by the Company.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private participant areas of the Company's website, or any third-party forums operated by the Company. If the Company discovers you have done so, this will be grounds for immediate termination of your access to the Program and Content.

9. LIVE OR IN-PERSON EVENTS

If you participate in any live or in-person event as part of the Program, you agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by the Company through its employees, representatives or agents, and to abide by any decision of any Company staff or volunteers, or Company vendors or contractors, regarding your ability to safely participate in the Program. You agree to exhibit appropriate behaviour at all times and to obey all local, state and federal civil and criminal laws while participating in the Program. This includes, generally, respect for other people, equipment, facilities or property. The Company may dismiss you, without refund, if your behaviour endangers the safety of or negatively affects the Program or any person, facility or property.

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as Company, volunteers or medical professionals may deem appropriate. These Terms and Conditions extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

If you choose to consume alcoholic beverages during any part of the Program, you must do so responsibly and only if you are over the age of eighteen (18). The Company is not responsible for any personal item or property that is lost, damaged or stolen at or during the Program.

10. TERMINATION OR CANCELLATION

The Company reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. The Company may terminate your participation in the Program at any time, without refund, if you breach any part of these Terms and Conditions. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or the Company.

If you would like to cancel or terminate your participation in the Program, you must contact the Company via email at rachel@rachelsewell.co.uk. You are only entitled to a refund if required by law as laid out above. Any remaining, default, or late payments will be due immediately. Upon cancellation or termination your access to the Program and Content will be terminated immediately.

11. PERSONAL RESPONSIBILITY, ASSUMPTION OF RISK, RELEASE, DISCLAIMERS

(a). You are voluntarily participating in the Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.

(b). Your participation in the Program does not establish a business advisor-client relationship of any kind between you, the Company, or anyone providing membership services on behalf of the Company.

(c). The Program and Content provide information and education only, and do not provide any financial or legal services or advice. None of the Program or Content prevents, cures or treats any mental or medical condition. The Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Program.

(d). You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the

Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

(e). Results Disclaimer: You agree that Company has not made and does not make any representations about the results you may receive as a result of your participation in the Program. The Company cannot and does not guarantee that you will achieve any particular result from your use of the Program, and you understand that results differ for each individual.

(f). Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

(g). The Company is not responsible or liable for participants of the Program infringing on another other participant's intellectual property, content or materials.

(h). The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.

(i). The information, products and services offered on or through the program and content are provided "as is" and without warranties of any kind either express or implied. to the fullest extent permissible by applicable law, the Company disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. the Company does not warrant that the program or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of the Company's website, including membership pages and any pages hosting content, or the servers that make it available, are free of viruses or other harmful components.

(j). The Company shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages that result from the use of, or the inability to use, the program, including its materials, products or services, or third-party materials, products or services made available through the program.

12. SECURITY

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone,

video conference, or other electronic media. Any efforts you undertake to communicate with Company are done at your own risk.

13. USERS OUTSIDE UNITED KINGDOM

The Company controls and operates the Program from offices in the United Kingdom. The Company does not represent that the Program materials are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

14. INDEMNIFICATION

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these Terms and Conditions, (ii) any breach by you of these Terms and Conditions or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

15. FORCE MAJEURE

The Company shall not be deemed in breach of this Terms and Conditions if the Company is unable to complete or provide all of the Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to Client of its inability to perform or of delay in completing or providing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations or may terminate this Terms and Conditions.

16. GENERAL PROVISIONS

If any provision of these Terms and Conditions is held invalid or unenforceable, the remainder of these Terms and Conditions will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

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

The Company may change, modify or update these Terms and Conditions at any time. Any access or use of the Program or Content by you after the Company publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms and Conditions, contact rachel@rachelsewell.co.uk.

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