

Health Coach Institute

Refer a Friend Program (the “Program”)

TERMS AND CONDITIONS

These Terms and Conditions (collectively, “**Terms**”) represent the entire agreement between you (“**You**”) and Health Coach Institute, LLC, (“**Company**”) with regards to the Program.

Only students of Health Coach Institute can participate in the Program as Referrers. Employees of the Company, their respective affiliates, parent companies, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and those living in the same household of each are not eligible to participate in the Program. Individuals under the age of 18 are not entitled to participate in the Program. Participation in the Program is prohibited where void by law. The Program may not be combined with any other promotional offer.

By agreeing to participate in the Program, You understand that You are providing your information to the Company and You agree such information is subject to Company’s privacy policy which can be found [here](#). In addition to these Terms, participation in the Program, is subject to the Company’s Terms of Use posted on the Company’s website found [here](#). The Terms of Use and Privacy Policy may be amended or restated from time to time without notice to You.

1. Program.

By referring someone or otherwise participating in the Program, You agree to be bound by the Terms. Under the Program You may earn \$500 per individual (“**Referral Payment**”) that provides your referral code upon their enrolment in the Become a Health Coach (“BHC”) or the Become a Nutritious Coach (“BNC”) Program, pursuant to the Terms of the Program (the “**Referral**”). The Referral must be submitted through the Company’s refer-a-friend page (<https://www.healthcoachinstitute.com/refer-a-friend/>) or as otherwise instructed by the Company in writing.

In addition, the Referee may earn \$250 off their enrollment in BHC or BNC (“Enrollment Credit”) if the Referee provides your Referral Code at the time of enrollment. In the event a Referee fails to provide your referral code pursuant to the terms herein, You will not earn such Referral Payment and the Referee shall not qualify for the Enrollment Credit.

Furthermore, in order to qualify for the Referral Payment, your Referee must also:

- Enroll in BHC or BNC within 90 days of Referral;
- Remain enrolled in BHC or BNC for a period of 60 consecutive days after the start of the applicable BHC or BNC program Referee is enrolled in (the “**Program Period**”);
- Sign the BHC or BNC terms and conditions;
- Be in good standing in BHC or BNC and under the Company policies;
- Have no amounts unpaid that are owed to the Company; and

- Has never previously enrolled in a course offered by the Company or any of its affiliates.

You will be notified at the email address You have provided us when You have earned a Referral Payment and You will have 90 days to respond to the email and provide any necessary information for your payment to be processed. If you fail to provide such information within this timeframe your referral Payment will expire.

2. Payment.

Provided that You are in compliance with the Terms, the Company shall pay You the Referral Payment for each qualified Referee approximately **60 days** after the end of the Program Period. The Company shall send you a payment to the account You provided the Company with for each Referral Payment through Bill.com or PayPal.com if You are a US resident or through PayPal.com if You reside outside of the USA. The Company is not responsible for any non-delivery or your failure to receive such payment and shall not make any payment through a process or method other than those set forth above. In the event You fail to provide the Company any requested contact or payment information within 90 days from being notified about your Referral Payment approval, your Referral will expire. You are responsible for any and all of your tax liabilities associated with the Program and may be requested to complete a W-9 or other tax documentation. In the event You owe any amounts to the Company, the Company shall be entitled to offset any and all amounts owed to the Company from the Referral Payment.

3. Non-Commercial Promotion of Program.

Your referral code is intended for You to introduce your friends, family and colleagues to the BHC or BNCProgram. Referrals should only be used for personal and non-commercial purposes. Referral codes should not be published or distributed on commercial websites (such as coupon websites, Reddit, or Wikipedia) or on blogs, unless as expressly approved or permitted by the Company in writing prior to such distribution. You are prohibited from “spamming” anyone with referral invitations. This includes mass emailing, texting or messaging people or using automated systems or bots through any channel to distribute your referral link. You are prohibited from paying to advertise your referral code or boost any post containing your referral code. If the Company determines it in sole discretion you have violated this provision you will be disqualified from the Program and will not be eligible to earn any Referral Payments. By providing the name and contact number of someone to the Program, You acknowledge and agree You are permitted to provide such information for the purposes of the Company to contact such person about the Company’s course programs. If you provide a referral email address that has previously opted out of receiving Company marketing emails or a referral phone number that has been placed on the do not call list, the Company will not contact that person unless they have opted into being contacted by the Company.

4. Limitation of Liability.

UNDER NO CIRCUMSTANCES (INCLUDING NEGLIGENCE) SHALL COMPANY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE OF ANY KIND OR NATURE WHATSOEVER THAT ARISE OUT OF OR RESULT FROM THE PROGRAM OR ANY ACT OR OMISSION, ONLINE OR OFFLINE, OF YOU OR ANYONE ELSE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AND ITS AFFILIATES AGGREGATE TOTAL LIABILITY TO YOU FOR ALL LOSS, COST, DAMAGE, LIABILITY OR EXPENSE (INCLUDING ATTORNEYS FEES AND COSTS) THAT YOU MAY SUFFER OR INCUR, UNDER ANY THEORY OF LIABILITY, IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED \$10.

5. Release and Warranties Disclaimer.

By participating in this Program, you agree to release and hold harmless the Company and its affiliates and subsidiaries, directors, officers, employees, consultants, and agents, and any other entity associated with marketing this Program (collectively, the "**Released Parties**") from any and all claims or damages arising out of, or in connection with the Program. You further agree that the Program is provided "as is where is". THERE ARE NO REPRESENTATIONS OR WARRANTIES INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES AND CONDITIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THIRD PARTIES RIGHTS, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF ONE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

6. Severability and Waiver.

If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed, and the remainder of this Agreement shall remain operative and binding. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breach.

9. Company's Authority.

The Company may suspend, amend or terminate the Program at any time for any reason. The Company reserves the right to suspend or remove you from the Program if we notice any activity that we believe is abusive, fraudulent, or in violation of the Terms. We reserve the right to review and investigate all referral activities and to suspend accounts or modify referrals in our sole discretion as deemed fair and appropriate.

9. Interpretation.

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this

Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular and any gender shall include any other gender.

10. Governing Law and Venue.

Any claim or dispute arising out of or relating to this Agreement between the Parties shall be governed by the laws of the State of Idaho, without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within Boise, Idaho. **TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY WAIVE ANY RIGHT YOU MAY HAVE TO PARTICIPATE IN A CLASS ACTION OR OTHER PROCEEDING AGAINST COMPANY WHEREBY MORE THAN ONE PROGRAM PARTICIPANT PARTICIPATES IN THE SAME ACTION.**