

**Coaching Modules
Short-Term Agreement
Terms & Conditions**

1. There is NO WARRANTY, expressed or implied, for the accuracy of this information or its applicability to the purchaser's and/or participants' situation. All participants in the programs must consult their own advisors.
2. This program is for education purposes only. Not to be relied on for any other purpose. Independent Health Club Alliance, Inc/IHCA(Seller) is not responsible for purchaser's and/or participants' production or activity in or outside the coaching modules. There is no guarantee of performance or results.
3. Initial set-up fee will be collected by credit card or check-by-phone at time of program registration.
4. Purchaser agrees to pay \$89.00(initial purchase) upon purchase and then a monthly payment of \$499.00(billing) for three months(initial term) following initial purchase date. The first billing date will occur seven(7) days following initial purchase date.
5. Monthly membership fees are due thirty(30) days following the first billing date and are applicable to the following calendar month. Fees are not based or subject to purchaser's and/or participants' participation and/or results.
6. Purchaser is hereby authorizing Seller to electronically deduct the monthly dues from purchaser's bank or credit card account that was provided by seller in initial purchase.
7. Purchaser must provide in writing, any change in billing information to Seller fourteen(14) days prior to draft date. Said change-of-information to be delivered in person or postmarked by certified or registered United States mail to the following address: IHCA, 546 Wareham Rd., Plymouth, MA 02360. If said change-of-information is not received in this manner, the terms and conditions of paragraph eight(8) and its dependents will apply.
8. The amount of the monthly deductions will not increase except as follows:
 - a. If Seller cannot deduct the monthly dues from purchaser's account, Seller may without notice to Purchaser increase a subsequent deduction for the dues previously uncollected. If the uncollected dues were caused by insufficient funds (bank account) or insufficient credit (credit card account), a \$25 service charge will be added.
 - b. Seller sends Purchaser written notification twenty(20) calendar days prior to the first day of the month for which the increased dues apply. Notice will be sent to Purchaser's address according to Seller's records. It is Purchaser's responsibility to make sure that Seller has the correct address on file.
 - c. Purchaser will receive a timely refund of any dues deducted in error by Seller provided that the purchaser informs Seller in writing within ninety (90) days of when the error occurred.
9. Purchaser's right to cancellation:
 - a. Purchaser may cancel this contract without any penalty or further obligation by causing a written notice of said cancellation to be delivered in person or postmarked by certified or registered United States mail within three(3) business days of the initial purchase date to the following address: IHCA, 546 Wareham Rd., Plymouth, MA 02360.
10. Additional rights to cancel:
 - a. In case of Purchaser's death.
 - b. If services to be provided under this contract are not available because seller discontinues purchased program.
 - c. If services to be provided under this contract are not available because seller discontinues business operations.
11. Purchaser reserves the option of continuing with the purchased coaching program following the initial term on a month-to-month basis for \$99.00 per month.
12. The month-to-month agreement that follows the initial term may be cancelled with 60 days written notice.
13. Additional phone consulting is available to the purchaser and/or participants at a rate of \$180/hr.
14. Seller reserves all rights for art work, content, and concepts supplied.
15. Seller is not responsible for any marketing/advertising or member promotions nor does the seller guarantee or promote any such results from such marketing.
16. These terms and conditions may not be modified under any circumstance either orally or in writing.