

**Terms of Service  
for  
Private Internet Marketing Coaching  
("Terms of Service")**

Last Updated April 19, 2011

**PLEASE READ THE TERMS OF SERVICE CAREFULLY. YOUR PURCHASE OF THESE SERVICES CONSTITUTES YOUR ACCEPTANCE OF THE TERMS OF SERVICE. DO NOT PURCHASE IF YOU ARE UNWILLING OR UNABLE TO BE BOUND BY THE TERMS OF SERVICE.**

**PLEASE PRINT A COPY OF THESE TERMS OF SERVICE AT THE TIME OF YOUR PURCHASE.**

**THESE TERMS OF SERVICE ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**DEFINITIONS:**

"Client" – The person accepting and receiving the benefit of these Terms of Service

"Coach" – Carol Cole-Lewis, DBA NeoCentris, Inc.

"Services" – Internet Marketing Coaching

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in these Terms of Service, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to these Terms of Service agree as follows:

**1. THE COACH**

Agrees to provide Internet Marketing Coaching services to the Client, attend for all scheduled sessions, and to assist Client in setting and achieving Internet marketing goals.

**2. THE CLIENT**

Agrees to schedule all sessions, set the agenda for each session, attend all sessions, work with the Coach to set internet marketing goals, strive toward achieving internet marketing goals, and to complete any outside work assignments.

The Client accepts responsibility for acquiring any necessary computer skills needed to complete the Internet marketing coaching goals.

**3. TERMS OF AGREEMENT**

The term of these Terms of Service will begin on the date of purchase and will continue for six months or until all coaching sessions are completed, whichever is earlier.

**4. SESSIONS**

Sessions will be held in 1-hour increments at a time mutually agreed upon by both parties. The Coach will make reasonable efforts to be available for additional work on an as needed basis, billable at the single 1-hour session rate and confirmed in writing beforehand.

Sessions will be held remotely via Skype or other online meeting website. If sessions are not held on Skype, the Client will be responsible for any call charges that may apply.

The Client will initiate the scheduling of all sessions. The first session will be scheduled within one month of the date of purchase.

## **5. SESSION CANCELLATIONS**

All session cancellations must be made by telephone or email within 24 hours before a scheduled session, unless there is a sudden illness, communication service interruption, or emergency. If the Client cancels a session with less than 24 hours notice for reasons other than sudden illness, communication service interruption, or emergency; the Coach maintains the right to not reschedule the session and not to apply a credit for the cancelled session.

The Client and Coach agree to attempt to reschedule all other cancelled sessions. In the event that a session cannot be rescheduled, the Coach will apply an appropriate credit (based on the per session rate paid for the session) to the Client's account only if the Coach cancelled the session, or if the Client cancelled the session due to sudden illness, communication service interruption, or emergency.

## **6. REFUNDS**

Fees may be refunded only if requested in writing within two weeks of the date of purchase and if no services have been rendered. Fees paid for sessions after the first session may be refunded only if requested in writing within 48 hours following the first session.

Remaining session fees will be refunded if the Coach cannot perform the Services, except for reasons of Client non-performance.

A 5% service charge will apply to all refunds if originally paid via credit card or Paypal.

## **7. COMPENSATION**

\$300 for 5 X 1-hour sessions paid in advance, or at any current "special offer" price, or, if purchased online, at the price stated in the "buy" button. Payment is due at the time of purchase.

Additional sessions may be added at the rate of:

- \$70 for a single 1-hour session, paid in advance
- \$60 per session, if 5 or more 1-hour sessions are paid for in total and in advance prior to the first additional session.

Any additional work requested of the Coach (e.g., sessions, phone calls, research, or emails) will be billed in quarter hour increments and charged at the rate of \$70 per hour, payable on receipt of invoice.

## **8. REIMBURSEMENT OF EXPENSES**

If the Client requests the Coach to perform services on their premises, the Coach will be reimbursed for any travel expenses outside of the City of Lakeport, CA at the current IRS mileage rate. These expenses will be invoiced, with payment due on receipt.

## **9. CONFIDENTIALITY**

The Coach agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Client, which the Coach has obtained, except as may be necessary or desirable to further the business interests of the Client. This obligation will survive indefinitely upon termination of these Terms of Service.

#### **10. INDEPENDENT CONTRACTOR**

It is expressly agreed that the Coach is acting as an independent contractor and not as an employee in providing the Services.

#### **12. NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of these Terms of Service will be given in writing and delivered to the parties of these Terms of Service as follows:

To the Client via email to the address given when purchased

To the Coach via email: carol@c-cole-lewis.com

or to such other address as to which any Party may from time to time notify the other.

#### **13. LEGAL**

These Terms of Service shall be governed by the laws of the State of California. Any disagreement in connection herewith shall be finally settled by arbitration. In the event that legal action is brought to enforce or interpret any term of these Terms of Service, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

#### **14. ENTIRE TERMS OF SERVICE**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting these Terms of Service except as expressly provided in these Terms of Service.

#### **15. LIMITATION OF LIABILITY**

It is understood and agreed that the Coach will have no liability to the Client or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

#### **16. INDEMNIFICATION**

The Coach will indemnify and hold the Client harmless from any claims against the Client by any other party, arising directly or indirectly out of the provision of the Services by the Coach.

#### **17. DISCLAIMER**

Coaching is a partnership focused on developing the client's abilities in order to help the client identify and achieve his/her Internet marketing-related goals. In coaching conversations, the Coach will be direct and honest and will encourage the Client to do the same. Success of the coaching engagement depends upon the Client's commitment and openness to the process.

The Client is expected to evaluate his or her own progress. The Client should immediately inform the Coach of any issues with coaching so both can take steps to correct the problem. Coaching does not offer any guarantee of success.

#### **18. MISCELLANEOUS**

The invalidity or unenforceability of any provision of these Terms of Service shall not affect the validity or enforceability of any other provision.