

Clarity for Early Career Physicians Group Coaching Program

The following Terms and Conditions (the "**Agreement**") are entered into by and between You ("**Customer**" or "**You**" or "**Your**") and Salentine Coaching and Consulting LLC ("**Company**", "**We**", or "**Us**").

Program

The Company agrees to provide You with access to the Group Coaching Program titled, "Clarity for Early Career Physicians" ("**Program**"). As a condition of participating in the Program, You agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

Effective Date

This Agreement shall commence and be enforceable with respect to each Customer upon the date that Customer initially registers for the Program.

Terms of Use and Privacy Policy

The Company's Terms of Use and Privacy Policy are hereby incorporated by reference into this Agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to You. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

Fees

In consideration of Your access to the Program, You agree to make a single payment of \$2,000, which shall be due and payable before You will be granted access to the Program.

Refund Policy

The Company provides a no-questions-asked, money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

We want You to be satisfied with Your purchase, so we will refund Your purchase without questions if You ask within the refund period. To claim a refund, You must request Your money back within 30 days of the purchase. You may request Your money back by emailing Mallory@SalentineCoachingandConsulting.com. That email must reference the Product, the date of Your purchase, and the email and name associated with the purchase. You are not required to submit any proof that You have completed any work or meet any other requirements.

Upon determining that You are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If You receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted You to use the material provided to You under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to You as part of the Program.

Term Of The Program

The Program shall run from January 7th, 2025 through July 7th, 2025. Unless otherwise noted in the Program Details below, the Company's responsibilities shall cease after July 7th, 2025.

Program Details

As part of the Program, the Company shall provide the following to the Customer:

Group Coaching Sessions – As a member of the Program, You will have access to Twice monthly coaching calls. The Company shall provide You with details about how to participate in these coaching calls.

One-On-One Calls With Coaches – Program participants are entitled to one hour of individual coaching monthly with coaches and/or consultants working for the Company. You will have the ability to schedule one 1 hour call monthly or two 30 minute calls monthly. The Company shall provide You with the ability to schedule these calls, but it is solely Your responsibility to schedule the calls. If You fail to schedule one or more of Your calls during the allowed time period, You shall forfeit that call. Similarly, You may not cancel or reschedule a call unless You do so at least 72 hours in advance.

Other Access to Coaches – Members will be allowed to communicate with one or more of the Company's personnel via Voxer and Email. The purpose of this access is to help You work through issues that arise during the program and between coaching calls. You are expected to use discretion in how often You send such messages, and the Company reserves the right to revoke this access or not respond if it concludes in its sole discretion that communications are excessive. You will be warned and given an opportunity to limit the frequencies of such messages prior to any such revocation.

Confidentiality

The Company respects the privacy of its customers and will not disclose any information You provide except as set forth in this Agreement.

As a condition of participating in the Program, You hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, You shall not share any information provided by other Program participants outside of the bounds of the Program unless You receive express written permission from such other participants to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

This coaching relationship, as well as all information (documented or verbal) that You share with the Company as part of this relationship, is bound by the principles of confidentiality set forth in the ICF Code of Ethics. However, please be aware that the Company-Customer relationship is not considered a legally confidential relationship (like the medical and legal professions) and thus communications are not subject to the protection of any legally recognized privilege. The Company agrees not to disclose any information pertaining to You without the Your written consent. The Company will not disclose the Your name as a reference without Your consent.

Confidential Information does not include information that: (a) was in the Company's possession prior to its being furnished by You; (b) is generally known to the public or in the Company's industry; (c) is obtained by the Company from a third party, without breach of any obligation to You; (d) is independently developed by the Company without use of or reference to Your confidential information; or (e) the Company is required by statute, lawfully issued subpoena, or by court order to disclose; (f) is disclosed to the Company and as a result of such disclosure the Company reasonably believes there to be an imminent or likely risk of danger or harm to You or others; and (g) involves illegal activity. You also acknowledge Your continuing obligation to raise any confidentiality questions or concerns with the Company in a timely manner.

Materials Provided By You During The Program

The Company does not claim ownership of the information or materials You may provide during the Program (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively "**Submissions**").

However, by posting, uploading, inputting, providing, or submitting Your Submissions, You are granting the Company, our affiliated companies, and necessary sub-licensees permission to include Your Submissions in the Program going forward.

In other words, the Company has the right to include Your Submissions – including any audio or video recordings of You participating in any sessions as part of the Program – in the Program going forward.

No compensation will be paid with respect to the use of Your Submissions, as provided herein. The Company is under no obligation to post or use any Submissions You may provide and may remove any Submissions at any time in the Company's sole discretion.

By posting, uploading, inputting, providing, or submitting Your Submissions, You warrant and represent that You own or otherwise control all of the rights to Your Submissions as described in this section including, without limitation, all the rights necessary for You to provide, post, upload, input, or submit the Submissions.

Personal Responsibility

By participating in the Program, You accept personal responsibility for the results of Your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help participants in the Program succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program do not guarantee that You or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

You are solely responsible for creating and implementing your own physical, mental and emotional well-being, decisions, choices, actions and results arising out of or resulting from the coaching relationship and his/her coaching calls and interactions with the Company. As such, You agree that the Company is not and will not be liable or responsible for any actions or inaction, or for any direct or indirect result of any services provided by the Company. You understand coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. This does not constitute a physician/patient relationship. If the Company feels that you may need further resources, the Company will recommend that.

You further acknowledge that You may terminate or discontinue the coaching relationship at any time.

You acknowledge that coaching is a comprehensive process that may involve different areas of Your life, including work, finances, health, relationships, education and recreation. You agree that deciding how to handle these issues, incorporate coaching principles into those areas and implementing choices is exclusively Your responsibility.

You acknowledge that coaching does not involve the diagnosis or treatment of mental disorders as defined by the American Psychiatric Association and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals and that it is Your exclusive responsibility to seek such independent professional guidance as needed. If You are currently under the care of a mental health professional, it is recommended that You promptly inform the mental health care provider of the nature and extent of the coaching relationship agreed upon by You and the Company

You understand that in order to enhance the coaching relationship, You agree to communicate honestly, be open to feedback and assistance and to create the time and energy to participate fully in the program.

No Warranties

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the Program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

Limitation of Liability

You agree to absolve and do hereby absolve the Company of any and all liability or loss that You or any person or entity associated with You may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to You for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If You are dissatisfied with the Program or any portion of it, Your sole and exclusive remedy is to discontinue using the Program.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of Wisconsin regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in Milwaukee, WI under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys’ fees and costs incurred as a result of such a proceeding.

Termination And Access Restriction

The Company reserves the right, in its sole discretion, to terminate Your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the “Indemnifying Party”) agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising from the Indemnifying Party’s (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic and pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.