This Terms and Conditions Products and Services (“Agreement”) is between Parenting GPS International LLC (“I” Coach “Me” or “Company”) and you (“Client,” “You” or “Your”) and is a legal agreement between You and Company.

I look forward to working with You. I am deeply committed to helping You create and achieve Your vision for Your personal life and Your career.

**Coaching Services**

There are two aspects to coaching. The first includes the strategies and tactics and doing "internal work;" identifying and updating the core beliefs and habits currently creating Your life experiences.  
  
The second aspect is what makes this sustainable while creating ever-growing levels of accomplishment. You are the greatest expert on Your own life. I will help You to get in touch with that expert, Your own inner coach. That part of You knows exactly what You want and gives You clues every day about what to do next. Working with Your vision of what You want Your work and Your life to look like, You and I will use those clues to take actions that lead to extraordinary results.  
  
By learning to pay attention to these clues, Your attention will be drawn to interactions. decisions and relationships. Your intuition and trust in yourself will dramatically improve Your decision-making, timing, and results. Your work and Your life then becomes a very enjoyable and continuous process of growth and achievement. This includes accelerating Your ability to make choices You are happy with and having more of what You want in Your life. Having a clear Coaching Agreement establishes a foundation for our work together.  
  
Coaching services are not in any way to be construed as, or a replacement for, psychotherapy, legal counsel, or medical advice. You are responsible for creating Your own decisions and results. You agree not to hold me, or any company I am affiliated with, liable for any outcomes resulting directly or indirectly from the coaching process.  
  
As Your coach, You can expect me to:

1. Be a partner in bringing out the best and the truest in You
2. Provide an environment that encourages safety, and support; an environment in which You can relax and explore
3. Respect Your confidentiality
4. Expand Your view of what is possible and promote discovery of new insights
5. Give You input, constructive feedback and operate as a sounding board
6. Listen carefully to what You say and ask questions that increase awareness
7. Be an on-going resource for You in accomplishing Your intentions

**I expect that You, as my client will:**

1. Commit to intentions that are truly meaningful and significant to You;
2. Be open to my feedback and keep Me honestly informed as to what is and is not working for You;
3. Take ownership for Your progress and Your accomplishments;
4. Take financial responsibility for Your coaching time. If You are unable to give two days of notice for a missed appointment, You may receive Your coaching via email exchange.

My philosophy is that You have the capacity and the inner resources to approach Your current life situation in a way that transforms Your ability to have more of what You want and with considerably less effort.

**PRIVATE CLIENT ACCESS**

Everything I will be using in this coaching experience (e.g., tools, forms, schedules, documents, resources, etc.) will all be housed conveniently on a "Private Client Website also called the Private Client Portal." Upon enrolling in the coaching experience, You will be given a unique username and password. At Your convenience, You may access this "Private Client Website/Portal" area to access, review and/or update the tools, documents, resources, etc. that we'll be using through our coaching. I will provide You with the access information and further instructions once we begin coaching.

Through this Private Client Website/Portal I will provide You with a specific tool to support You in preparing for Your coaching sessions so You can leverage every minute we spend together. I will also provide You with another form to support You after our coaching session is complete; this will keep the coaching process and its many benefits easy to implement on a daily basis. You can also use Your client portal to share Your concerns and to celebrate Your success stories with me

**CONFIDENTIALITY**

All information provided by the Client to the Coach during the course of the coaching relationship will be deemed "Confidential Information" and kept confidential unless otherwise agreed in writing. The Coach will not disclose any communications, either verbal or written, that have taken place either between the Coach and the Client or with regard to this Agreement without the prior written consent of the Client, such consent not to be unreasonably withheld.

This confidentiality restriction also applies to testimonials, which the Coach may use for promotional reasons only with the written consent of the Client. The Client may request anonymity in connection with any testimonials to be used.

Notwithstanding the foregoing, "Confidential Information" does not include information that is:

(a) previously known to the Coach prior to the receipt by the Coach of such information, and free from any obligation to keep it confidential, or

(b) publicly disclosed by the Client either prior to or subsequent to the receipt by the Coach of such information, or

(c) independently developed by the Coach without any access to Confidential Information, or

(d) rightfully obtained by the Coach from a third party lawfully in possession of Confidential Information who is not bound by confidentiality obligations to the Client.

The Coach may disclose Confidential Information if required to do so under applicable law, rule or order; provided that the Coach, where reasonably practicable and to the extent legally permissible, provides the Client with prior written notice of the required disclosure. At the Client's prior written request, the Coach will delete all copies of the Confidential Information in the Coach's possession or control upon termination of this Agreement.

**DATA PRIVACY POLICY**

By accepting this Agreement You acknowledge You have reviewed and accepted the terms provided in our Privacy Policy and Notice of Personal Data Processing (“Privacy Policy”). Click [here](https://ataramalach.coachesconsole.com/privacy-policy) to open a separate window to read the Privacy Policy which includes important information such as:

* the data we collect
* how we use, store, transfer and protect it
* how Your data might be shared
* how long the data will be retained for
* Your legal data protection rights

**FEES**

**PAYMENT.**  All products and services bought from Company are pre-paid with no refunds available. Client authorizes Company to charge its credit card on file according to the payment schedule as listed on the payment options/s chosen by the Client upon checkout and/or by signing a coaching or product agreement. If Client has purchased the product/service based on a payment plan, the Client authorizes a deposit for the ﬁrst payment and the Client authorizes Company to charge the remaining payments Client’s credit card(s) every 30 days from the date of the first payment (or unless otherwise specified by Company on the order form, invoice, email, or program details) until all payments have been collected. Company shall be authorized to make all charges on or around the time they are due and not require separate authorization in order to do so. Client shall be responsible for the full amount of the fee and any associated expenses (if any) then due and owing. Company shall not be obligated to invoice Client for agreed upon payments

**CHARGEBACKS AND PAYMENT SECURITY.**

Client shall not make any chargebacks to Company’s account. Client shall not cancel the credit card that is provided as security without providing company a replacement credit card for security. Client shall accept responsibility for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in writing in advance.

**NO TRANSFER OF INTELLECTUAL PROPERTY.** In consideration of Client’s payment of the fees specified above, Company grants to client a limited, personal, nontransferable and non-exclusive right and license to use the products, and services in accordance with the terms of this Agreement. Client represents, warrants and agrees that the products and services will be used only in accordance with the terms of this AGREEMENT and only for the benefit of Client.

For the avoidance of doubt, Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. All intellectual property, including Company’s copyrighted products and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company’s materials is granted or implied.

**LIMITATION OF LIABILITY.**  IN NO EVENT SHALL COMPANY, BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS), WHETHER OR NOT FORESEEABLE AND WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE, AND WHETHER BASED ON THIS AGREEMENT OR ANY TRANSACTION PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THIS AGREEMENT. CLIENT AGREES THAT COMPANY’S TOTAL LIABILITY TO CLIENT OR ANY THIRD PARTY FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL, IN ANY EVENT, BE LIMITED TO THE FEES AND RECEIVED FROM CLIENT UNDER THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE LIMITED EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS.

**Express Warranties**: You acknowledge and agree that Company (including officers, employees, agents, directors and independent contractors of GPS) has not made or granted to You any express warranties concerning the products or services.

**DISCLAIMER OF WARRANTIES.** THE PRODUCT OR SERVICE (AS APPLICABLE) IS PROVIDED AS IS. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF COMPANY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR OF ERROR-FREE AND UNINTERRUPTED USE) ARE HEREBY SUPERSEDED, EXCLUDED AND DISCLAIMED.

**NO SUBSTITUTE FOR MEDICAL TREATMENT**. Client agrees to be mindful of his/her own well-being during use of Company’s services and products and seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapy, or psychotherapy services. Company is not responsible for any decisions made by Client as a result of the coaching and/or any consequences thereof.

**RELATIONSHIP**. The relationship of Company and Client established by this Agreement is that of an independent contractor. This Agreement shall not create an agency, partnership, joint venture, franchise or/franchisee or employer/ employee relationship, or fiduciary, and nothing hereunder shall be deemed to authorize either party or any other party to act for, represent or bind the other except as expressly provided in this Agreement.

**VENUE AND NON-DISPARAGEMENT.** In the event that a dispute arises between the parties, the parties agree and accept that the only venue for resolving such a dispute shall be in the state and federal courts in New York City. In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other. The parties agree that if any material violation of the confidentiality or non-disparagement provisions occurs, the breaching party shall be liable for liquidated damages in the amount of U.S. $100,000 per violation as well as actual and any consequential damages that the non-breaching party may incur.

**INDEMNIFICATION.** Client agrees to release, defend, indemnify and hold harmless Company (including its officers, directors, employees, affiliates, contractors and agents) against any expense, loss, cost or liability (including, without limitation, attorney fees) arising from any and all claims, demands, damages or actions resulting from or related to this Agreement (including, without limitation, any claims for breach of warranty, loss of data, libel, slander, invasion of privacy or false advertising); (ii) performance of the Site. Your negligent acts (or any failure to act); or (iii) any breach by Client obligations under this Agreement.

**CONTROLLING AGREEMENT.** In the event of any conflict between the provisions contained in this Agreement and any marketing materials used by Company, or any oral statements by Company’s representatives, or employees, the provisions in this Agreement shall be controlling. In the event of any conflict between this Agreement and the Website Terms and Conditions of Use, this Agreement shall control.

**ENTIRE AGREEMENT.** The parties acknowledge and agree that this Agreement together with the Privacy Policy and Website Terms and Conditions of Use supersedes any and all prior agreements between the parties. The Agreement shall not be modified except by written agreement signed by both Company and Client.

**BREACH, DISPUTE RESOLUTION GOVERNING LAW.** In the event of a breach of this Agreement by either party, the non-breaching party agrees to provide the breaching party written notice and a fifteen (15) day opportunity to cure before terminating this Agreement. In the unlikely event of a dispute, Client acknowledges and agrees that this Agreement is deemed to have been entered into in the State of New York, and its interpretation, construction, and the remedies for its enforcement or breach are to be applied pursuant to and in accordance with the laws of the State of New York.

**MEDIATION AND ARBITRATION.** In any dispute regarding this Agreement, the Parties agree that except for collections for nonpayment, the sole remedy for the resolution of the dispute shall be through mediation and arbitration. The parties will first attempt to mediate the matter. In the event they are unable to reach an agreement within 30 days, then either party may file for arbitration with the American Arbitration Association or such recognized Arbitration service as the Parties may mutually agree upon in writing. For the purposes of this agreement and all matters related to it, the laws of the state of New York shall govern. All legal actions must be brought by a single party and cannot be brought in a class. In mediation and arbitration the parties shall pay their own attorney’s fees, cost and reasonable expenses.

**SURVIVAL CLAUSE.** All paragraphs dealing with venue, governing law, payment, non-disclosure, confidentiality, non-disparagement, indemnification and mediation and arbitration shall survive termination of this Agreement.

**CHANGES IN POLICY** Company reserves the right to modify, alter, delete and update these policies at any time we see fit. Such alterations do not nullify our rights if infringements or breaches occurred under a previous version of these conditions. Please contact us at [support@ataramalach.com](mailto:support@ataramalach.com) if You have any questions.