



Remedy101 Coaching

The Power of Questions

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You understand that, by submitting a User Submission, you represent, acknowledge and agree that:

1. You have read, fully understand and agree to these Terms of Use and appreciate the nature, extent and consequences of such Terms of Use, including with respect to the licenses granted herein;
2. To the best of your knowledge, your User Submissions represent your own original work and Remedy101 Coaching’s publication and/or use of your User Submissions will not infringe upon any other individual’s or entity’s rights;
3. Remedy101 Coaching does not pre-screen User Submissions and you are solely responsible for the content of your User Submissions and the consequences of making

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4. You understand that Remedy101 Coaching is not responsible for, and cannot control, any actions taken by other users or members of the Remedy101 Coaching community in respect of your User Submissions, you accept responsibility for making available User Submissions in contexts where others may view them, and you acknowledge that Remedy101 Coaching recommends that you do not submit any User Submissions that would reasonably be considered to contain trade secrets or insider information, or that would otherwise subject you or your company to any liability or losses;
5. You understand that Remedy101 Coaching has no obligation, either express or implied, to develop or use your User Submissions and that no compensation is due to you or anyone else for any inadvertent or intentional use of those User Submissions, related User Submissions or any content or derivative work that is derived from your User Submissions;
6. Remedy101 Coaching is not obligated to provide any justification for removing or deleting any User Submissions from any of our service offerings or to reveal Remedy101 Coaching's activities that are related to any submitted User Submissions;
7. Your submission of User Submissions to Remedy101 Coaching is entirely voluntary;
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9. Except to the extent that these Terms of Use are superseded by a separate agreement in writing executed by you and Remedy101 Coaching, you hereby irrevocably release and forever discharge Remedy101 Coaching and its affiliates from any and all actions, causes of actions, claims, damages, liabilities and demands, whether absolute or contingent and of any nature whatsoever, which you now have or hereafter can, shall or may have against Remedy101 Coaching and its affiliates, or their respective successors and assigns with respect to the User Submissions, including without limitation concerning the direct or indirect use, publication, commercialization or distribution the User Submissions; and
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2. encourage conduct that would be considered a criminal offense, or do or could give rise to civil liability or violate any law, rule or regulation, or are otherwise objectionable;
 3. are intended to victimize, harass, degrade or intimidate an individual or group of individuals on the basis of age, disability, ethnicity, gender, race, religion or sexual orientation;
 4. comprise non-public or insider information about companies, or are otherwise confidential or private;
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 7. include recommendations to buy or refrain from buying a particular security or which otherwise have the purpose of affecting the price or value of any security;
2. Disguise or attempt to disguise the true origin of any User Submissions;
 3. Impersonate any person or entity or misrepresent any affiliation with any person or entity;
 4. Knowingly post or transmit any User Submissions that contain software viruses, files, code or other harmful components designed to interrupt, destroy or limit the functionality of any website, the Content or any Remedy101 Coaching computer software, systems or equipment;
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 9. Upload, post, email, or otherwise transmit any material that you do not intend to disclose to all recipients of your transmission, including other Remedy101 Coaching affiliates who may have access to your User Submission;
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 11. Upload, post, email or otherwise transmit without authorization any material that would reasonably be considered to contain confidential or private information concerning any third party person or entity, including without limitation, personal (i.e., non-business) phone number(s) or addresses, account numbers, social security numbers, passwords or other similar information.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL REMEDY101 COACHING, ITS AFFILIATES, LICENSEES, REPRESENTATIVES OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS) ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF (OR FAILURE TO USE) OR RELIANCE ON OUR SERVICES, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF REMEDY101 COACHING HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. THE LIMITATION OF LIABILITY SET FORTH ABOVE IS AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN REMEDY101 COACHING AND YOU. NEITHER OUR SERVICES NOR THE CONTENT WOULD BE PROVIDED ABSENT SUCH LIMITATIONS.

Indemnification

You agree you will indemnify and hold Remedy101 Coaching, its affiliates, licensees, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless for any losses, claims, judgments, expenses, damages, or costs, including reasonable legal fees, resulting from any breach of the Terms of Use by you, including (a) any use of Content other than as expressly authorized in the Terms of Use, or (b) any use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our computer systems. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use. You will also indemnify and

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Remedy101 Coaching may, in its discretion, modify or update these Terms of Use (including in relation to your use of our Services and/or the Content) or change the fees or charges for use of our Services. Any changes to the Terms of Use will be effective upon the publication of revised Terms of Use on the remedy101.com website. If you use our Services or the Content after Remedy101 Coaching has published or notified you of the changes, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you should not use our Service any further after such changes are published. Access to certain areas of Content may be subject to additional terms and conditions.

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Non-Waiver

No delay or omission on the part of either party in requiring performance by the other party of its obligations will operate as a waiver of any right.

Notices

Notices to Remedy101 Coaching must be given in writing and sent to Remedy101 Coaching at the following address: Remedy101 Coaching, 14 Stratford Rd. Marblehead, MA 01945. Notices to you may be sent to the email address supplied for your account or we may broadcast notices or messages through our website to inform you of changes to our website, our Services, the Content or other matters of importance, and such broadcasts shall constitute notice to you. Any notices or communication will be deemed delivered to the party receiving such communication (1) on the delivery date if delivered personally to the party; (2) two business days after deposit with a commercial overnight carrier, with verification of receipt; (3) five business days after the mailing date, if sent by U.S. mail, return receipt requested; (4) on the delivery date if transmitted by confirmed facsimile; or (5) on the delivery date if transmitted by confirmed email.

Severability; Survival; Statute of Limitations

If any provision of these Terms of Use is invalid or unenforceable, such will not render all the Terms of Use unenforceable or invalid but rather the Terms of Use will be read and construed as if the invalid or unenforceable provision(s) are not contained therein. Any cause of action of yours with respect to these Terms must be filed in a court of competent jurisdiction in Essex County, Massachusetts, USA, within one year after the cause of action has arisen, or such cause will be barred, invalid, and void.

Entire Agreement

Your written contract(s) with Remedy101 Coaching, if any, and any amendments, addendums, exhibits, and schedules (as applicable) thereto, and these Terms of Use, as the latter may be amended from time-to-time in Remedy101 Coaching's sole discretion, constitute the entire agreement between Remedy101 Coaching and you, and supersede all prior or contemporaneous agreements, representations, warranties and understandings, whether electronic, verbal, or written, between you and Remedy101 Coaching, with respect to the Content and our Services.

Relationship Between the Parties

There is no agency, partnership, joint venture, or employee-employer relationship between any user or Member and Remedy101 Coaching arising solely through the access or use of the Content or our Services.

Governing Law and Jurisdiction

These Terms of Use and all disputes related to these Terms of Use or arising hereunder shall be governed by, construed and enforced exclusively in accordance with the laws of the Commonwealth of Massachusetts pertaining to contracts to be entered into and wholly to be performed therein, without regard to its or any other states' conflicts of law rules or public policy. The Parties further agree to submit to the jurisdiction of Massachusetts courts and that they agree to accept and will not object to any process served on them by, through or in connection with any action, proceeding or lawsuit by a Party hereto relating to these Terms of Use commenced in Massachusetts courts. The Parties waive any objection to venue in the

event either Party commences an action, proceeding or lawsuit relating to these Terms of Use in the Massachusetts Courts. The Parties further acknowledge that these Terms of Use performed in accordance with their terms involve more than seventy-five thousand US dollars. Notwithstanding any of the foregoing, the Parties may mutually agree in writing to commence any action, proceeding or lawsuit relating to these Terms of Use in any federal or state court of competent jurisdiction. The Parties hereto specifically waive any right to a jury trial with respect to any matter arising under these Terms of Use. If any action or proceeding is brought to enforce or interpret these Terms of Use, the prevailing party shall be entitled to reasonable attorneys' fees in the same or separate action and any other appropriate relief. Any cause of action by you arising in connection with the Content or our Services must be instituted within one (1) year after the cause of action arose or be forever waived and barred.

(Last updated: May 27, 2017)