

# TERMS OF SERVICE AGREEMENT

Note to client: one of the most difficult aspects to successfully growing a business is making sure you keep your proprietary information and intellectual property protected, while also balancing your culture, authenticity, and commitment to clients. Integrity Business Advisors strives to provide the greatest possible experience for all our clients and the following agreement outlines some parameters and terms of the Program.

To fully experience and gain the most benefit from the Program, you agree to the following:

# Section 1. Program Guidelines, Payment Terms

**Program: 1:1** Clarity Confidence Profitability Operations Program AKA Impact Motivated Partners ("Program").

**Duration:** Month to month relationship.

**Payment Terms:** Initial payment for financial audit is \$\_\_\_\_ followed by Monthly payments of \$ USD.

- You hereby authorize Integrity Business Advisors to collect the Program cost outlined above with the payment being due on the date of enrollment in the Program.
  - Payment is due in full on the due date
    - If payment fails, Client must remedy this situation and provide a valid form of payment within three (3) business days or Client may be removed from the Program.

Payment may be made via ach, credit or debit card through QuickBooks Online, Bizpayo or Stripe.

- For all credit or debit card payments:
  - You hereby consent to having these charges automatically charged to your credit or debit card on the due date. Or, monthly invoice will be sent to you and you can pay directly from there.
- Integrity Business Advisors is authorized to collect the payment due (in full) by collecting on any/all credit or debit cards that are provided to Integrity Business Advisors by the client.
  - The client may determine which payment method is preferred and the client is responsible for informing Integrity Business Advisors of this preference at least two (2) business days prior to the payment due date since Integrity Business Advisor's payment system may automatically charge one of the cards on file that may not be the client's preferred payment method.

#### Section 2. Participation Terms

We are committed to providing all Program participants with a positive experience. Thus, Integrity Business Advisors, at its sole discretion can, limit, suspend, or terminate your participation in any of its programs, live, recorded, social media-based or digital without refund or forgiveness of remaining payment due if you:



- a) Become disruptive or difficult to work with.
- b) Fail to follow the program guidelines.
- c) Impair the participation of our employees, contractors, clients, instructors or participants in any of our programs.

#### Section 3. Non-Solicitation

You agree with and for the benefit of Integrity Business Advisors that, during the Program and for a period of one (1) year after separation from the Program (whether that separation results from early termination or successful completion), you will not (except with the prior written consent of Integrity Business Advisors), directly or indirectly, either as an individual or as a partner or joint venture or as an employee, sales representative, principal, consultant, agent, shareholder, officer or director, for any person, firm, association, organization syndicate, company or corporation, or in any other manner whatsoever, contact, solicit, or attempt to solicit any of the persons, clients, employees, companies or institutions, with whom you had dealings through the program.

- a) For the purpose or intent of competing with Integrity Business Advisors to provide the same or similar services which Integrity Business Advisors is currently providing to any of these individuals or companies.
- b) To leave the employ or engagement of Integrity Business Advisors.
- c) To sell or offer for sale or solicit orders for the sale of any products or services.

Note: If there is natural synergy to sell your products or services to any of the persons, clients, employees, companies or institutions with whom you had dealings through the Program – that is fine. However, we do not tolerate blatant pitching or soliciting.

## Section 4. Confidential Information

We respect your privacy and must insist that you respect the privacy of fellow Program participants. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, "Confidential Information") and must insist that you respect the same rights of fellow Program participants and of Integrity Business Advisors. Thus you agree:

- a) No to infringement upon any Program participant's or Integrity Business Advisor's copyrights, patents, trademarks, trade secrets or other intellectual property rights.
- b) That any confidential information shared by Program participants, or any representative of Integrity Business Advisors is confidential and proprietary, and any such Confidential Information belongs solely and exclusively to the party who discloses such information.
- c) Not to disclose such information to any person or use it in any manner other than in discussion with other Program participants during Program sessions.
- d) That all materials and information provided to you by Integrity Business Advisors are confidential and proprietary intellectual property which belongs solely and exclusively to Integrity Business Advisors and may only be used by you as authorized in writing by Integrity Business Advisors.
- e) Reproduction, distribution, or sale of these materials by anyone but Integrity Business Advisors is strictly prohibited.
- f) That if you violate, or display any likelihood of violating, any of these sections contained



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in this paragraph or referenced in this Agreement, Integrity Business Advisors and/ or other Program participants will be entitled to injunctive relief against you for any such violations.

A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Integrity Business Advisors for which there will be no adequate remedy at law, and Integrity Business Advisors shall be entitled to injunctive relief and/ or a decree for specific performance, and such other relief as may be proper (including monetary damages as appropriate). While you are free to discuss your individual results from this Program or any other Integrity Business Advisors program or training, you must keep the experiences and statements, oral or written, of all other participants in the strictest of confidence.

# Section 5. Privacy Policy and Terms of Service

You agree that your participation is subject to Integrity Business Advisor's Privacy Policy, Terms of Service and Disclaimer (as found on the websites below) and that you agree to adhere to all terms as outline on these websites. While we do not anticipate making frequent edits, Integrity Business Advisors reserves the right to make modifications to either of these policies at its sole discretion and without notifying Program participants.

https://www.iatllc.net https://www.iatllc.net/privacy-policy https://www.iatllc.net/terms of service

#### **Section 6. Program Content**

- a) Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, advice or counseling tailored to any specific `business or industry.
- b) Content is centered around Profitability & Growth 1) "Assessing Your Business" 2) "Building your Business Strategy Plan" 3) "Creating Action Items to Support Strategy Plan" and 4) "Implement Plan."
- c) All materials, procedures, policies, standards, manuals, teaching aids, and other similar tools that have been, or will be, made available by Integrity Business Advisors or its designated facilitators, or any other source, oral or written, are for individual use in or in conjunction with this coaching Program only.
- d) Program content is for individual use only, and may not be sold, tape recorded, videotaped, shared, taught, given away, or otherwise divulged without the express written consent of Integrity Business Advisors, or its designated agent.
- e) The information contained in Program material is strictly for coaching purposes.
- f) Success with this program is largely driven by your willingness to take actions as recommended by Integrity Business Advisors, as it related to the content of the Program.
- g) If you wish to apply (or not apply) ideas, concepts, teachings, etc. contained in this material, you are taking full responsibility for your actions and furthermore agree that your success with the Program is dependent on your willingness to follow the steps outlined by Integrity Business Advisors.
- h) Integrity Business Advisors assumes no responsibility for errors or omissions that may appear in any Program materials.
- i) In addition to The Clarity, Confidence, Profitability & Operations Program (CCPO) AKA Impact Motivated Partners Program (IMPP), as a CCPO client you will have the

opportunity and are encouraged to utilize the following as part of the Program for 52 weeks:

Live (online) weekly group coaching classes

#### **Section 7. Right to Use Name and Likeness**

- a) You hereby consent to the use of your name, photograph, likeness, voice, testimonial and biographical material, in whole or in part, for publication or reproduction in any medium, including but not limited to television, radio, print media, and the internet, among others, for any purpose, including but not limited to public relations, education, advertising, marketing, training, and research.
- b) Your consent is granted to Integrity Business Advisors and extends to such use without restriction or limitation as to time or geographic boundary.
- c) You hereby waive all rights you may have to any claims or demands for payment or royalties in connection with the use of any of any of such materials, regardless of the purpose of such use or publication, and regardless of whether a fee is charged or collected by Integrity Business Advisors for any product and/ or service in connection with such use and publication.
- d) You also waive any right to inspect, review or approve any photograph, recording, or other written material at any time, and waive the right to approve the use and medium of publication determined by Integrity Business Advisors.
- e) You understand that Integrity Business Advisors owns all rights in and to any such photograph, recording or testimonial, including any copyright and/ or trademark relating to such use.

## Section 8. Scope & Limitations of Our Program

- a) You hereby agree that you have fully consented that C.C.P.O. Program is a done-with-you or one on one program. CCPO is a done with you coaching program and therefore you are not guaranteed results as your results are a direct reflection of the efforts either made or not made by you. Your success is based on your performance.
- c) Integrity Business Advisors office is open from 8am to 5pm Pacific Time Monday to Friday. Our office is closed during the weekends and for United States Federal Holidays.

Note: Although CCPO is a coaching program that does includes one-on-one support or done-for-you services, Donna cares about the success of her clients. She strives to under promise and over deliver in everything she does. Therefore, she regularly provides opportunities for individual support and feedback during weekly live calls. Understand it's in our best interest to see you succeed with our material because more valuable than your purchase, is your positive testimony we hope to someday receive from you.

#### Section 9. Terms of Sale

a) You agree that you have fully consented to any payment to Integrity Business Advisors and that any/all payments are valid and that you have consented to the purchase of



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the Program as outlined in Section 1.

- b) You agree to waive any/ all rights to charge-back, dispute, or make claims ("disputes") against any payment made to Integrity Business Advisors as being fraudulent, purchased in error, services not delivered to you, product not received, or any other dispute which claims that any payment is unlawful.
- c) You agree to not initiate any disputes or claims through your credit card company, bank, lending institution, or any other payment provider since you have fully consented to all charges outlined in Section 1 and thus you agree that you may not dispute any payments made to Integrity Business Advisors for the Program.

# **Client Signature:**

By purchasing this progra	m, the client agrees to the terms of this Agreement.
Client Signature:	Typed or Printed
Name:	Signature Date