

HIGH CONFLICT
DIVORCE COACH
CERTIFICATION PROGRAM

TERMS & CONDITIONS

1. Notice/Acceptance of Terms

This Terms of Use Agreement (the “Agreement”) is a contract between you and Tina Swithin LLC (the “Company”). COMPANY operates the website found at the address www.hcdivorcecoach.com and the associated private course website (the “Site”) found at the address www.highconflictdivorcecoachcertification.com. This Agreement governs your use of the Site. Be sure that you carefully read and fully understand this Agreement. COMPANY is willing to provide you with access to the Site only on the condition that you accept all of the terms and conditions (the “Terms”) contained in this Agreement. This Agreement governs your use of the Site. Please read all of the Terms carefully. By using the Site, you agree to comply with and be bound by these Terms. If you do not agree to the Terms, you are not authorized to use the Site. COMPANY reserves the right to modify the Terms at any time by posting a notice on the home page of the Site. Your use of the Site after the notice is posted indicates you agree to the changes.

2. Access to the Site

In order to use the Site, you must obtain access to the World Wide Web (www), either directly or through devices that access Web-based content and pay any service fees associated with such access. System availability and access to the services available on this Site may be limited or unavailable for reasons which may include, without limitation, system performance. COMPANY makes no representations, warranties or assurances as to the availability of the Site during times of maintenance or upgrades.

3. Restrictions on Use

You may not print, download and use the underlying HTML, text, audio clips, video clips and other content that is made available to you on this Site, for other than your personal information. These restrictions will apply except in cases where COMPANY otherwise agrees in writing.

Without limiting the generality of the foregoing, you may not:

1. include such content in or with any product or service that you create or distribute;
2. reproduce, duplicate, copy, sell, rent, resell or exploit for any commercial purposes any portion of the Site, use of the Site, or access to the Site;

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3. establish: (i) a hyperlink, including a deep link, to any page or location on the Site; or (ii) a frame containing any portion of the Site, on any other Web site or text document with hyperlink capabilities without the express written permission of the Company;
4. copy such content onto your or any other Web site or publication; or
5. direct any other person to do any of the foregoing.

Nothing in this Agreement shall be construed as conferring any right under any intellectual property of COMPANY, its affiliates or any other person or entity owning the intellectual property in the content provided on this Site.

4. Intellectual Property

All COMPANY trademarks that appear on the Site are the exclusive property of COMPANY. The trademarks, trade names, trade dress and associated products and services represented on this Site are protected under the United States and international law and their display on this Site does not convey or create any license or other rights in these trademarks, trade names, trade dress, and associated products and services. Any use of them without prior written authorization of COMPANY or the relevant trademark owner is strictly prohibited.

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Any unauthorized copying, redistribution, reproduction or modification of the contents of this Site by any person may be a violation of federal, state or common law trademark and/or copyright laws, and could subject such person to legal action.

5. Modifications to Site

COMPANY reserves the right to modify, temporarily or permanently, the Site (or any part thereof) from time to time, for any or no reason and without notice. You agree that COMPANY shall not be liable to you or to any third party for any modification of the Site. The information and materials contained on the Site are subject to change. COMPANY endeavors to keep the information posted on this Site current, however, such information is subject to change at any time without notice and the posted information on this Site may not immediately reflect such changes.

6. Third Party Links and Advertising

This Site may provide links or references to other sites. If COMPANY has provided links or pointers to other websites, no inference or assumption should be made and no representation should be implied that COMPANY is connected with, operates or controls these websites.

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If you are interested in creating hypertext links to this Site, you must contact COMPANY before doing so. In establishing hypertext links, you must not represent in any way, expressly or by implication, that you have received the endorsement, sponsorship or support of this Site or COMPANY, including its respective employees, agents, directors, officers, and shareholders.

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7. Disclaimer of Warranties

Except as expressly provided otherwise, COMPANY disclaims any and all responsibility or liability for the timeliness, sequence, quality, accuracy, content, completeness, legality, reliability, operability or availability of information or material contained on the Site. The Site may contain inaccuracies or typographical errors. COMPANY disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material in respect of the Site or the use thereof.

Any communications sent to you via this Site or otherwise from COMPANY (including, without limitation, in the form of newsletters, electronic mail or via telephone), and the contents of this Site are provided for informational and educational purposes only and are not intended to provide legal, business, financial, or mental health advice and should not be relied upon in that regard. Your circumstances are unique. Therefore, you should independently consult a lawyer or mental health professional for guidance.

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, COMPANY AND ITS DATA PROVIDERS WILL USE REASONABLE EFFORTS TO INCLUDE UP-TO-DATE AND ACCURATE INFORMATION IN THIS SITE, BUT ALL INFORMATION, PRODUCTS, AND SERVICES OFFERED ON THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES WHATSOEVER. ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF

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Some states do not allow the exclusion of implied warranties, so these exclusions may not apply to you.

8. Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN OR IN AN APPLICABLE SUPPLEMENTAL AGREEMENT, IN NO EVENT SHALL COMPANY, ANY OF COMPANY'S AFFILIATES, SUBSIDIARIES OR DATA PROVIDERS, OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING OR MANAGING THE CONTENT OF THIS SITE (COLLECTIVELY THE "SITE PROVIDERS"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CLAIMS WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES, LOST PROFITS, LOST OPPORTUNITIES, LOSS OF PROSPECTIVE ECONOMIC ADVANTAGE) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE, ANY COMMUNICATIONS SENT TO YOU VIA THIS SITE OR OTHERWISE FROM COMPANY (INCLUDING, WITHOUT LIMITATION, IN THE FORM OF ELECTRONIC MAIL OR VIA TELEPHONE), OR INFORMATION AVAILABLE FROM THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES SUFFERED AS A RESULT OF OMISSIONS OR INACCURACIES IN SUCH INFORMATION, THE TRANSMISSION OF CONFIDENTIAL OR SENSITIVE INFORMATION TO FROM THE SITE PROVIDERS, AND INCONVENIENCE, DELAY OR LOSS OF USE OF THE SERVICE, EVEN IF ANY ONE OF OR ALL OF THE SITE PROVIDERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, THE SITE PROVIDERS ASSUME NO LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING

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FROM ANY USE OF ANY PRODUCT, INFORMATION, IDEA, OR INSTRUCTION CONTAINED IN THE CONTENT OF THIS SITE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. Online Commerce

By signing up/enrolling in the High Conflict Divorce Coach Certification training, Product or Service, you acknowledge and agree that Tina Swithin LLC is not responsible for your results, earnings, future earnings as a result of our High Conflict Divorce Coach Certification training, Product or Service or give professional/legal advice. Your results in your business will be completely dependent on your understanding of the material and your effort to apply it. If paying by credit/debit card, you give Tina Swithin LLC permission and authorization to automatically charge your credit or debit card as payment for your High Conflict Divorce Coach Certification trainings, Products, or Services for which you will receive an electronic receipt.

If you purchase a High Conflict Divorce Coach Certification training, Products, or Services using the payment plan option, there will be an additional convenience fee of \$576. The total cost for the High Conflict Divorce Coach Certification training is \$4,999 and with the payment plan option, the total cost is \$5,575. This is divided into payments of \$1115 monthly for a total of five months.

In the event that payments are not received by the program start date, you will have a three (3) day grace period to make the payment otherwise the High Conflict Divorce Coach Certification training, Product or Services will not continue. If you fail to make payment in a timely manner in accordance with these Terms and Conditions or voluntarily decide to withdraw from our High Conflict Divorce Coach Certification training, Products or Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the High Conflict Divorce Coach Certification trainings, Products and/or Services.

You agree to be financially responsible for all purchases made by you. You agree to purchase and use our High Conflict Divorce Coach Certification trainings, Products or Services for legitimate purposes only in compliance with these Terms of Use. You also agree not to make any purchases for speculative, false or fraudulent purposes. You release us and our affiliates from any damages that you incur and agree not to assert any claims against us or them, arising from your purchase or use of our High Conflict Divorce Coach Certification trainings, Products or Services.

You agree to only purchase these High Conflict Divorce Coach Certification trainings, Products or Services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal or

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financial information to us or a merchant, you represent that you have obtained his/her consent to provide such third party's personal information.

Refund Policy

Your satisfaction with your High Conflict Divorce Coach Certification training, Product and Service is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our High Conflict Divorce Coach Certification training, Products and Services, you acknowledge that we do not offer refunds for any portion of your payment for any of our High Conflict Divorce Coach Certification trainings, Products, and Services.

By using and/or purchasing any of our Training Programs, Products, and Services, you understand and agree that all sales are final after seven days and no refunds will be provided for any reason. All of the terms of this Terms and Conditions, including but not limited to all copyright, trademark, and intellectual property rights, remain indefinitely.

The HC Divorce Coach Community ("Community") is a social network in which personal information may be exchanged between participants. You are entirely responsible for deciding how much of your personal information you wish to share in the Community. The Company will not share, sell, or rent the personal information of its members to third-party businesses, however, we cannot guarantee the confidentiality of any of the information you choose to share in the Community. Also, by taking part in this Community, you agree to keep members', volunteers and staff members information confidential.

The HC Divorce Coach Program does not guarantee results. The sole purpose of the Company and its HC Divorce Coach Program is to provide educational materials, training and coaching in the area of high-conflict divorce.

Under no circumstances will the Company or any of its representatives be held liable for any special or consequential damages that result from the use of, the improper use of, or the inability to use the information or strategies communicated to you through the HC Divorce Coach Program. By participating in the Community you hereby waive and release the Company to the full extent permitted by law from any and all claims relating to the use of and/or reliance on the information and content provided to you. In no event shall the Company be held liable for any injury, loss or damage resulting from the use of, or reliance upon, the Program materials.

Termination

We reserve the right in our sole discretion to refuse or terminate your access to our High Conflict Divorce Coach Certification trainings, Products, Services and/or our Program Materials, Website, e-mail communications, or any other method of communications related to our High Conflict Divorce Coach Certification trainings, Products or Services at any time without

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notice. Should you or we wish to terminate the High Conflict Divorce Coach Certification trainings, Products or Services at any time, these termination terms will apply to you as well, even after termination by either of us. In the event of cancellation or termination, all remaining balances owed shall be immediately due, and you are no longer authorized to access the High Conflict Divorce Coach Certification trainings, Products, Services or our Website, e-mail or any or other methods of communications affected by such cancellation or termination. The restrictions imposed on you with respect to High Conflict Divorce Coach Certification training Materials and the High Conflict Divorce Coach Certification trainings, Products or Services, including but not limited to all of the disclaimers, limitations of liabilities and rights set forth in these Terms and Conditions, shall survive such termination of your access and apply in full force.

Dispute Resolution

It is hoped that should we ever have any differences, we could be able to work them out amicably through a phone conversation or e-mail correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly in the state of California, in accordance with the American Arbitration Association Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to Tina Swithin LLC via e-mail (tina@tinaswithin.com). You understand and agree now that the only remedy that can be awarded to you through arbitration is a full refund of your Payment made to date. No award of consequential or of any other damages may be granted to you.

By signing up/enrolling/purchasing for any of our Training Programs, Products and Services you are agreeing to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted by you in e-mail, or shall otherwise be forfeited forever. You also agree that should arbitration take place, it will be held in San Luis Obispo County, California, and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our Company, or any of our Training Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

11. Miscellaneous.

1. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to conflicts of law provisions. The parties agree that the exclusive jurisdiction for any dispute arising out of, or relating to, this Agreement or any dispute arising out of, or relating

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to, this Agreement or services provided in connection therewith shall be in the state and federal courts located in San Luis Obispo, California.

2. Entire Agreement. This Agreement is the entire and exclusive agreement between the parties, and it supersedes all previous communications, representations or agreements, either oral or written, between them with respect to this subject matter. No representations or statements of any kind made by any affiliate of COMPANY, which are not included in this Agreement, shall be binding on COMPANY or its affiliates.

3. Amendments. Neither you nor COMPANY may modify or amend this Agreement, in whole or in part without the prior written consent of both you and an authorized representative of COMPANY. However, COMPANY may replace this Terms of Service Agreement from time to time and your subsequent use of the Site, or any content, programs or materials provided through the Site, will be subject in all respects to the terms and conditions of such terms of service in force at the time of such subsequent use.

4. Waiver. No waiver of any provision herein shall be valid unless in writing and signed by an authorized representative of both you and COMPANY. COMPANY's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

5. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

6. Miscellaneous. This Agreement shall inure to the benefit of COMPANY and its subsidiaries and affiliates. Any and all references in this Agreement to COMPANY and its affiliates shall, where the context so permits include COMPANY's parent companies, sister companies, and their respective subsidiaries, affiliates, directors, officers, employees, contractors, and agents. The headings contained herein are for convenience only and shall have no legal or interpretive effect. Additional terms and conditions may apply when you use other services, affiliate services, third-party content or third-party software on or through a link provided on the Site.

7. Assignment. COMPANY may assign its rights and duties under this Agreement to any party at any time without notice to you.

Please contact us if you have any questions or concerns regarding these terms.

Disclaimer

The Company can't guarantee results, earnings, future earnings as a result of this program or give professional/legal advice. Your results in your business will be completely dependent on your understanding of the material and your effort to apply it. With this said, it is the personal goal of COMPANY for you to excel and thrive in this next chapter of your life and to the extent we are able, we will support you!

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Contacting Us: If there are any questions regarding the Terms and Conditions outlined here, you may contact us using the information below.

Tina Swithin LLC

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Effective as of January 5, 2021