

## Agreement

# PSYCMart, LLC

## Properly Partnered Coaching Program Agreement

**Description of Coaching:** Coaching is defined as alliance between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize his potential. It is designed to facilitate the creation/development of personal, relationship or life goals and to develop and carry out a strategy/plan for achieving those goals. Coaching is not healthcare, does not involve medical or psychological evaluation or treatment, and as such does not constitute a clinical relationship.

**Professional Disclaimer:** The Client understands and acknowledges that although Dr. Gregg A. Pizzi holds a doctoral degree in psychology and is licensed to practice psychology by the health departments of the states of Florida & Michigan, the services provided under this Agreement do not constitute evaluation or treatment of mental illness, are not considered healthcare, and consequently do not fall under the scope of such licenses. The Client further understands and acknowledges that Dr. Pizzi does not hold himself out to be the Client's psychotherapist or clinician, and he is not providing clinical services to the Client.

**The Agreement:** This Course Agreement (hereinafter, "Agreement") is made by and between PSYCMart, LLC (d/b/a Dr. Gregg), a limited liability company organized under the laws of the State of Florida, hereinafter referred to as "Course Provider" or "Coach," and you, further defined below, as a participant in the Course, also defined below.

All parts and sub-parts of this Agreement are specifically incorporated by reference here. This Agreement shall govern the use of all pages and screens in and on the Course (all collectively referred to as "Course") and any services provided by or on this Course Provider through the Course ("Services") and/or on the Course Provider's website ("Website").

### Article 1 | Definitions:

The parties referred to in this Agreement shall be defined as follows:

1. Course Provider, Coach, us, we: Course Provider, Coach, as the creator, operator, and publisher of the Course, is responsible for providing the Course publicly. Course Provider, Coach, us, we, our, ours and other first- person pronouns will refer to the Course Provider, as well as, if applicable, all employees and affiliates of the Course Provider.

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2. You, the user, the participant: You, as the participant in the course and user of the Website, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as Client, user or participant.
3. Parties: Collectively, the parties to this Agreement (Course Provider and You) will be referred to as Parties.
4. The Course details are as follows:
  - a) Name Of Course: ProperlyPartnered
  - b) Course Period: You will have access to the entire program including all training videos, the support community, and coaching calls for four months, and one year of access to the training videos.
  - c) Course Description: A psychoeducational coaching program that teaches gay men about healthy interpersonal functioning and focuses on supporting the participant in achieving a specific relationship goal. The program includes educational videos, weekly live coaching calls on Zoom, and an online support community for regular Q&A and support.
5. **Total Course Fees ("Fees"): \$2,850 (two thousand eight hundred fifty US dollars)**
6. Course URL: [www.properlypartnered.com/login](http://www.properlypartnered.com/login)

### Article 2 | Assent & Acceptance:

By purchasing and participating in the Course, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please cease your participation in the Course immediately. If you do so after purchase, you will not be entitled to any refund. Course Provider agrees to provide the Course to you only if you assent to this Agreement.

### Article 3 | License To Use Website & Access Course Materials:

We may provide you with certain information as a result of your accessing the Course through the Website. Such information may include, but is not limited to, documentation, data, or information developed by us and other materials which may assist in your participation in the Course ("Materials"). Subject to this Agreement, we grant you a non-exclusive, limited, non-transferable and revocable license to use the Materials solely in connection with your participation in the Course and your use of the Website. The Materials may not be used for any other purpose, and this license terminates upon your completion of the Course, your cessation of use of the Course or the Website, or at the termination of this Agreement.

## Article 4 | Course Terms:

You may begin the course immediately, or you can agree a start date up to 60 days after paying for the course.

The Course and any of its accompanying Materials may not be shared with any party. If we suspect that the Course or Materials are being shared and/or that you have shared your log-in information with any party, we reserve the right to immediately terminate your access to the Course, in our sole and exclusive discretion.

We do not offer any promises or guarantees with regard to our Course or Course Materials. You hereby acknowledge and agree:

1. You are solely and exclusively responsible for the choices that you make with regard to this Course, the Materials contained within it, or any significant changes to your life or your interpersonal relationships;
2. You are solely and exclusively responsible for your own mental health, physical health, relationship, dating, and sexual decisions, and any other actions or inaction you choose to take;
3. We are not liable for any result or non-result or any consequences which may come about due to your participation in the Course;
4. This Course does not constitute a therapeutic relationship or a medical one. We do not provide therapy or medical services and you are responsible for procuring these services at your own will and discretion if needed.

## Article 5 | Confidentiality:

The coaching relationship, as well as your participation in the Course, is private. However, this relationship is not a legally-confidential one (such as in the medical and legal professions) and thus our communications are not subject to the protection of any legally-recognized privilege. We agree not to disclose your private information without your consent. This excludes information that (a) was in the Coach's possession prior to its being furnished by the Client; (b) is generally known to the public or in the Client's industry; (c) is obtained by the Coach from a third party, without breach of any obligation to the Client; (d) is independently developed by the Coach without use of or reference to the Client's information; (e) the Coach is required by statute, lawfully issued subpoena, or court order to disclose; (f) is disclosed to the Coach and as a result of such disclosure the Coach reasonably believes there to be an imminent or likely risk of danger or harm to the Client or others, abuse of a minor or dependent adult, or sexual contact between a minor and an adult; or (g) involves illegal activity. In the case of group coaching, personal information shared by you can and will be made known to other

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participants, who may then re-share that information without your knowledge or consent. While participants are requested to respect the privacy of others, there is no legal requirement or guarantee that they will do so. The Client also acknowledges his/her continuing obligation to raise any questions or concerns about privacy and confidentiality with the Coach in a timely manner.

## Article 6 | Intellectual Property:

You agree that the Materials, the Course, the Website, and any other Services provided by the Course Provider are the property of the Course Provider, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

## Article 7 | Content You Post:

Through your participation in the Course and your use of the Website, you may be permitted to post materials to the Course pages and other parts of the Website ("User Contributions"). You hereby grant Course Provider a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of User Contributions you post, unless you mark the post NOT FOR DISTRIBUTION or specifically say that it contains confidential information.

The Course Provider claims no further proprietary rights in your User Contributions.

Through your participation in the Course you are allowed to join group coaching calls. You hereby grant Course Provider a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of the recordings of calls you participate in, unless you specifically ask during the call that the recording be stopped for a period of time while you are talking.

You also agree to comply with the "Acceptable Use" provision of this Agreement for all User Contributions that you post, including and especially to not violate the intellectual property rights of any third party through your User Contributions.

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If you feel that any of your intellectual property rights have been infringed or otherwise violated by the posting of information or media by another of our users, please contact us and let us know.

## Article 8 | Your Obligations:

As a participant in the Course, you will be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy of this information. This identifying information will enable you to participate in the Course. You must not share such identifying information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us immediately in writing. Email notification will suffice. You are responsible for maintaining the safety and security of your identifying information as well as keeping us apprised of any changes to your identifying information.

The billing information you provide us, including credit card, billing address and other payment information, is subject to the same confidentiality and accuracy requirements as the rest of your identifying information. Providing false or inaccurate information, or using the Course or the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

## Article 9 | Payment & Fees:

As noted above, the total Fees for the Course are as follows: \$2,850 (two thousand eight hundred fifty US dollars).

**All fees are non-refundable.** The entirety of the Fees are due and payable upon your registration in the Course. Payment plans or installment plans are only available through third-party finance companies, and you will have a direct relationship with these companies.

## Article 10 | Acceptable Use:

You agree not to use the Course or the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Course or the Website in any way that could damage the Course, Website, Services, or general business of the Course Provider.

You further agree not to use the Course or the Website:

1. To harass, abuse, or threaten others or otherwise violate any person's legal rights;

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2. To violate any intellectual property rights of the Course Provider or any third party;
3. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
4. To perpetrate any fraud;
5. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
6. To publish or distribute any obscene or defamatory material;
7. To publish or distribute any material that incites violence, hate, or discrimination towards any group; or
8. To unlawfully gather information about others.

### Article 11 | Affiliate Marketing & Advertising:

We may engage in affiliate marketing whereby we receive a commission on or percentage of the sale of goods or services on or through the Course and/or Website. We may also accept advertising and sponsorships from commercial businesses or receive other forms of advertising compensation. This disclosure is intended to comply with the US Federal Trade Commission Rules on marketing and advertising, as well as any other legal requirements which may apply.

### Article 12 | No Liability:

The Course and Website are provided for informational purposes only. You acknowledge and agree that any information posted in the Course, in the Materials, or on the Website is not intended to be medical advice, psychological advice, legal advice, or financial advice, and no fiduciary relationship has been created between you and us. You further agree that your participation in the Course is at your own risk. We do not assume responsibility or liability for any advice or other information given in the Course, in the Materials, or on the Website.

### Article 13 | Reverse Engineering & Security:

You agree not to undertake any of the following actions:

1. Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Course or Website;
2. Violate the security of the Course or Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

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## Article 14 | Data Loss:

We do not assume or accept responsibility for the security of your account or content. You agree that your participation in the Course or use of the Website is at your own risk.

## Article 15 | Indemnification:

You agree to defend and indemnify the Course Provider and any of our affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your participation in the Course, your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that we shall be able to select our own legal counsel and may participate in our own defense, if we wish.

## Article 16 | Spam Policy:

You are strictly prohibited from using Course for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## Article 17 | Modification & Variation:

We may, from time to time and at any time without notice to you, modify this Agreement. You agree that we have the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement. To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

## Article 18 | Entire Agreement:

This Agreement constitutes the entire understanding between the Parties with respect to the Course. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral.

## Article 19 | Service Interruptions:

We may need to interrupt your access to the Course to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Course and/or Website may be affected by unanticipated or unscheduled downtime, for any reason, but that we shall have no liability for any damage or loss caused as a result of such downtime.

## Article 20 | Term, Termination & Suspension:

We may terminate this Agreement with you at any time for any reason, with or without cause. We specifically reserve the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of us or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. You may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

Please be advised that terminating this Agreement does not entitle you to a refund on any monies spent with us.

## Article 21 | No Warranties:

You agree that your participation in the Course and your use of the Website is at your sole and exclusive risk and that any Services provided by us are on an "As Is" basis. We hereby expressly disclaim any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. We make no warranties that the Course or Website will meet your needs or that the Course or Website will be uninterrupted, error-free, or secure. We also make no warranties as to the reliability or accuracy of any information in the Course or on the Website. You agree that any damage that may occur to you, through your computer system, or as a result of loss of your data from your participation in the Course or your use of the Website is your sole responsibility and that we are not liable for any such damage or loss.

## Article 22 | Limitation On Liability:

We are not liable for any damages that may occur to you as a result of your participation in the Course or your use of the Website, to the fullest extent permitted by law, as noted above. The maximum liability of Course Provider arising from or relating to this Agreement is limited to the



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greater of one hundred (\$100) US Dollars or the amount you paid to us in the last six (6) months. This section applies to any and all claims by you, including, but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

### Article 23 | General Provisions:

1. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
2. **JURISDICTION, VENUE & CHOICE OF LAW:** Through your participation in the Course and your use of the Website, you agree that the laws of the State of Florida shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and us, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Miami-Dade County, Florida. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.
3. **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Miami-Dade County. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the State of Florida. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: Contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by us will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
4. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by Course Provider, the rights and liabilities of Course Provider will bind and inure to any assignees, administrators, successors, and executors.
5. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-

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parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

6. NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
7. HEADINGS FOR CONVENIENCE ONLY: Headings of parts and sub-parts under this Agreement are for convenience and organization only. Headings shall not affect the meaning of any provisions of this Agreement.
8. NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
9. FORCE MAJEURE: We are not liable for any failure to perform due to causes beyond our reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
10. ELECTRONIC COMMUNICATIONS PERMITTED: Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address:  
[DrGregg@psycmart.com](mailto:DrGregg@psycmart.com)

### ASSENT

**By purchasing the program, providing your signature or other electronic acknowledgment, and/or participating in the course, you assert that you have read and agree to the terms of this Coaching Program Agreement.**