

Terms and Conditions

For the purposes of these terms and conditions, the term "Coach" shall refer to both the individual coach and their business entity "M.POWEREDHEALTH" and vice versa, and all references to the Coach shall be deemed to include both the individual Coach and their business entity. You, the Client acknowledges and agrees that any and all provisions relating to the Coach shall apply equally to the individual Coach and their business entity.

1. Service Description

1.1 Description of Health Coaching

Coaching is partnership between the Coach and the Client in a thought-provoking and creative process that inspires the client to maximize personal potential and health. It is designed to facilitate the creation/development of personal, or wellness goals and to develop and carry out a strategy/plan for achieving those goals.

1.2 Definition of “Coaching Services”

The services offered by M.POWEREDHEALTH include Health and Wellness Coaching, Holistic Health Coaching, Nutrition Counseling, Virtual Fitness Training, Motivational Coaching, as well as online programs to follow along.

1.3 Limitations of coaching

Coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease. The client acknowledges that coaching does not involve the diagnosis or treatment of mental disorders, health disorders or medical diagnoses and that coaching is not to be used as a substitute for counseling, psychotherapy, psychoanalysis, mental health care, substance abuse treatment, or other professional advice by legal, medical or other qualified professionals. The coach is not a registered medical professional and should not be held as one and it is the Client’s exclusive responsibility to seek independent professional guidance as needed.

Specific outcomes or results from coaching sessions cannot be guaranteed, as individual progress and success may vary based on personal factors and commitment to the coaching process.

1.4 Coaching sessions

Coaching sessions are conducted online on Google Meet and links to the meeting will be provided accordingly before the start of the appointment.

The health coaching sessions may include, but are not limited to:

- a. Conducting initial health assessments to gather relevant information about the client's health status, medical history, lifestyle, and goals.
- b. Developing personalized coaching plans based on the client's specific needs, preferences, and objectives.
- c. Providing guidance and support in areas such as nutrition, exercise, stress and sleep management, and behavior change.

- d. Offering resources, tools, and educational materials to assist clients in making informed decisions about their health.
- e. Monitoring progress, reviewing goals, and adjusting coaching plans as necessary to ensure ongoing success and client satisfaction.

1.5 Coachability

Clients must meet certain prerequisites to be eligible for health coaching services. Such criteria are determined on a case-by-case basis. An assessment to determine whether a client is suitable for the coaching services and whether their needs align with the expertise and capabilities of the coach is made for such purposes.

2. Client obligations

Client: The term "client" refers to any individual or entity who engages in the services provided by the health coaching business. The client may be seeking guidance, support, and assistance in achieving personal health and wellness goals through the coaching sessions and programs offered by the health coach.

2.1 Honest and Accurate Information

The client agrees to providing the Coach with accurate and truthful information regarding their health, medical history, and any relevant medical or personal circumstances. This includes disclosing any pre-existing medical conditions, allergies, or medications that may impact their participation in the health coaching program. The Client shall communicate any changes or updates to their health status or medical or personal circumstances that may affect their coaching progress.

2.2 Active Participation

The client agrees to actively engage in the coaching process, including attending scheduled sessions, completing assigned tasks or exercises, and actively communicating with the Coach. This includes being open to feedback, trying suggested strategies, and taking responsibility for the progress.

2.3 Self-Responsibility

The client recognizes that the success of the coaching process depends on their own efforts and commitment. It is understood that the Coach cannot guarantee specific outcomes or results and that individual results may vary based on factors beyond the Coach's control.

2.4 Professional Boundaries

The client agrees to maintain a professional and respectful relationship with the Coach, refraining from any behavior that may be deemed offensive, abusive, or inappropriate. Respect the Coach's time and adhere to scheduled session times.

2.5 Communication

The client agrees to communicate openly and promptly with the coach, sharing concerns, questions, or changes in their circumstances that may impact the coaching relationship.

2.6 Confidentiality

The client understands and agrees to maintain the confidentiality of any sensitive information shared during coaching sessions and not to disclose it to third parties without prior consent.

3. Coach Responsibilities and Competencies

The Coach is committed to providing professional and effective coaching services. The following responsibilities and competencies can be expected:

3.1 Professionalism

The Coach conduct themselves in a professional and ethical manner, adhering to the highest standards of integrity, confidentiality, and respect. will maintain appropriate boundaries and treat the client with empathy, sensitivity, and non-judgmental support. The coach will adhere to professional standards and ethical guidelines established by recognized coaching associations or organizations. The coach shall disclose any potential conflicts of interest to clients, and avoid any situations where their personal interests might compromise their ability to provide effective coaching.

3.2 Respecting Client Autonomy

The coach will respect the client's autonomy and choices throughout the coaching process. They will not impose their own values, beliefs, or agenda on the client but rather support the client in exploring their own values, making informed decisions, and taking ownership of their actions.

3.3 Coaching Expertise

The Coach has obtained the necessary qualifications, certifications, and training to provide health coaching services. They will continuously enhance their knowledge and skills to stay updated with the latest developments in the field of health and wellness.

3.4 Setting Clear Expectations

The Coach will communicate and clarify the expectations, roles, and responsibilities of both the Coach and the Client in the coaching relationship. This includes discussing the coaching process, session duration, communication channels, and any specific guidelines or protocols to be followed. The Coach will maintain open and effective communication with the Client, actively listening to their concerns, questions, and feedback. They will provide clear explanations and strive to create a safe and supportive coaching environment.

3.5 Referrals and Collaboration

If necessary, the Coach may refer the Client to other healthcare professionals or specialists to ensure their holistic well-being. They will collaborate with other professionals involved in the Client's care, with their consent, to promote comprehensive and integrated support.

3.6 Maintaining Professional Boundaries

The coach will uphold professional boundaries by refraining from engaging in any activities or relationships that may compromise the coaching relationship. They will not provide therapy, counseling, or medical advice unless qualified and licensed to do so.

4. Coaching duration and session Logistics

4.1 Session Options

The duration of the coaching relationship is flexible and depends on the type of coaching package or session chosen by the client. Clients have the option to book single coaching sessions, purchase 8-session packages, or opt for 12-session packages. The validity period for the 8-session package is 12 weeks from the date of purchase, while the 12-session package are valid for 16 weeks. This is to ensure that the client is committed to a consistent coaching journey and schedules one session per week. Please note that if the client fails to use all the sessions within the designated validity period, there will be no refund for the remaining sessions. However, exceptions may be made in special cases.

4.2 Session Duration

Coaching sessions range from 30 to 60 minutes, as indicated on the booking page. The duration allows for a comprehensive discussion tailored to the client's needs and goals.

4.3 Session Frequency

By default, coaching sessions are scheduled once a week, providing regular and consistent support for the client. The weekly sessions help maintain momentum and progress towards achieving the desired outcomes.

4.4 Booking terms

Each coaching session, including those within a purchased package, must be booked individually on the Website as per the Coach's displayed availability. Please note that booking a package does not guarantee fixed session times each week. Sessions can be scheduled as early as 14 days in advance and up to 48 hours before the desired session time. The coach will remind the client to book their next appointment at the end of each session. If the Client does not find a suitable slot on the booking calendar, they may contact the Coach directly to make arrangements.

4.5 Cancellations

Clients are responsible for notifying the Coach at least 24 hours in advance if they are unable to attend a scheduled session. Failure to provide the required notice may result in the Coach billing the Client for the missed session. Notifications should be sent directly to the Coach via email or WhatsApp. Please note that this policy does not apply to emergency situations, which will be defined by the Coach. In the event that the Coach needs to cancel or reschedule a session, they will also provide a 24-hour notice.

4.6 Rescheduling

Appointments that are canceled more than 24 hours in advance may be rescheduled on the booking site based on the availability of both the Coach and the Client and according to the booking terms.

4.7 Additional Session Options

Clients can book single sessions of 30 or 60 minutes in between their regular sessions if they require additional support or guidance.

This allows for flexibility and addresses immediate needs that may arise during the coaching process.

4.8 Coach Availability

The Coach shall maintain availability to the Client via e-mail during the period between scheduled meetings as determined by the Coach. The Coach will make reasonable efforts to respond to Client's e-mail inquiries within 24 hours on weekdays. Please note that the Coach's availability may be subject to reasonable exceptions, such as weekends, public holidays, or pre-arranged periods of unavailability communicated to the Client in advance. Furthermore, the use of WhatsApp communication shall be limited to emergency situations only, as determined by the Coach. The Client is encouraged to primarily utilize e-mail for non-emergency communications with the Coach.

4.9 Extension and Renewal

While the intention may be to conclude the coaching relationship at the end of a coaching plan, the Client has the option to purchase additional sessions or an additional plan if the need arises. The Client can discuss their requirements and preferences with the Coach to explore available options for extending the coaching relationship or purchasing another plan. This allows for ongoing support and continuity in the client's health journey, should they wish to continue their progress or explore new goals.

5. Compensation and Payments

5.1 Payment Options

Clients have the option to pay via Paypal or Credit Card. All payments need to be made through the Website when booking or scheduling a session.

When purchasing a coaching plan, clients have the option to pay for each session individually as it is scheduled or to pay the full amount upfront.

A payment receipt will be sent to the Client upon successful payment

5.2 Failed payments

It is the Client's responsibility to ensure that the chosen payment method is valid and sufficient to cover the selected coaching services.

The Coach reserves the right to suspend or terminate the coaching relationship if any outstanding payments are not received or if there are recurring payment issues. In such cases, the Coach may require the Client to fulfill their payment obligations before continuing with further coaching sessions or services.

5.3 Pricing Changes

The pricing for coaching services is subject to change at the discretion of the Coach. Such changes will take effect for future coaching sessions or package purchases. The Coach reserves the right to modify the pricing structure based on various factors, including but not limited to the cost of providing services, market conditions, and business considerations. The Client acknowledges that it is their responsibility to review and accept the updated pricing before proceeding with any new coaching sessions or package purchases. Any coaching sessions or packages that have already been paid for, or sessions that have been bought as part of a plan but not yet paid for, will not be affected by the pricing changes. However, the pricing changes will apply to individual single sessions that are scheduled and paid for separately.

5.4 Tax Information

All pricing information for coaching sessions and plans is presented in Euro (€). Please note that the displayed prices are exclusive of any applicable taxes or value-added tax (VAT). Any necessary taxes or VAT will be calculated and added to the total service price during the payment process. The Client acknowledges and agrees to the inclusion of applicable taxes or VAT in the final price.

6. Termination and Refund

The coaching relationship may be terminated by either party under certain circumstances. Please note that no refunds will be provided for sessions that have already been conducted. Also, termination requests and refund claims must be submitted in writing to the respective party explaining the reason for the refund and providing relevant details, such as the session date, package purchase date, and payment information. The termination will be considered effective upon receipt of the written notice by the receiving party. Any granted refunds shall be paid within 7 days of receipt of the termination request.

The following scenarios outline eligible reasons for termination:

6.1 Termination by the Client

The Client may request termination of the coaching relationship at any time by providing written notice to the Coach at least one day prior to the scheduled meeting. The following situations detail the eligible reasons for termination:

a. **Coach Non-Compliance:** If the Coach fails to fulfill their obligations as outlined in these terms and conditions, specifically in section 3, and such failure significantly impacts the quality or effectiveness of the coaching services or there is valid ground to believe that the service is not as advertised, the Client may terminate the relationship with written notice. In such cases, the Client may be eligible for a refund of sessions purchased with a plan that have been paid but not conducted.

b. **Client Non-Compliance or No Reason Given:** In the event of non-compliance with the agreed-upon coaching process, guidelines, or responsibilities by the Client, or if the Client terminates the coaching relationship without providing a valid reason, no refund will be provided for any paid sessions, including unused sessions within a coaching package. The Client acknowledges that their commitment and active participation are essential for the success of the coaching process. The Coach invests time, resources, and expertise in supporting the Client's growth and progress, and therefore, any termination or non-compliance without a valid reason will not entitle the Client to a refund. It is the Client's responsibility to communicate any concerns, challenges, or reasons for

discontinuing the coaching relationship in a timely manner and in accordance with the termination policy outlined in these terms and conditions.

c. Additional reasons for ending the coaching relationship, including personal reasons, shifting priorities, financial constraints, lack of progress, a change in the terms and conditions, or other circumstances, will be evaluated on a case-by-case basis by the Coach. The Coach reserves the right to determine whether a refund or partial refund will be granted in such situations, based on the specific circumstances and considerations involved

6.2 Termination by the Coach

a. Client Non-Compliance: If the Client consistently fails to adhere to their obligations as outlined in these terms and conditions, including non-payment or persistent violation of the agreed-upon guidelines and especially those outline in section 2, the Coach may terminate the coaching relationship with written notice. No refunds will be provided in such cases.

b. Incompatibility: If, during the course of the coaching relationship, it becomes evident that a lack of compatibility exists between the Client and the Coach, impeding the progress or effectiveness of the coaching process, the Coach may terminate the relationship with written notice. In such cases, the Client may be eligible for a full refund for any unused sessions within a purchased package or plan, subject to the Coach's discretion.

6.3 Expiry of plans

Should a client fail to use his sessions in the given time period (12 weeks for 8-session packages, 16 weeks for 12-session packages), no refund will be granted as stated in 4.1 of the terms. This policy aims to encourage clients to make the most of their coaching sessions and maintain a regular schedule to achieve optimal results.

6.4 Discretionary Refunds

In exceptional circumstances, the Coach may exercise discretion and provide a refund beyond the stated refund policy. Such situations will be assessed on a case-by-case basis, taking into account the Client's specific circumstances and the nature of the coaching relationship.

7. Confidentiality

a. Both the Coach and the Client acknowledge and agree to maintain the confidentiality of all information shared during the coaching relationship. The Coach will keep records of the client's details, acquired data, and any information relevant to the coaching process in a client-specific folder. These records will be kept confidential and will not be disclosed to any third party without the Client's written consent, unless required by law.

b. The Coach agrees not to disclose any information pertaining to the Client without the Client's consent.

c. The Client understands that confidentiality is an essential aspect of the coaching relationship. However, it is important to note that the Coach-Client relationship is not considered a legally confidential relationship like the medical and legal professions, and communications are not subject to the protection of any legally recognized privilege.

d. The Coach and the Client both agree to abide by the principles of confidentiality set forth in the ICF Code of Ethics. Any documented or verbal information shared by the Client during the coaching sessions is bound by the principles of confidentiality.

e. The Coach will retain the client's records for a period of one year after the termination of the coaching agreement, after which the records can be securely erased upon the Client's request.

- f. While every effort will be made to maintain confidentiality, the Client understands that confidentiality may be breached if the Coach believes there is an imminent or likely risk of danger or harm to the Client or others or if the information involves illegal activity.
- g. By participating in the coaching relationship, both the Coach and the Client acknowledge and agree to the terms of this confidentiality clause and understand the importance of maintaining confidentiality and privacy throughout the coaching process.
- h. Information on Client's privacy can be obtained from the [Privacy Policy](#)

8. Intellectual Property Rights

The Parties acknowledge and agree that the Coach will retain all intellectual property rights in any work product, materials, or information directly created or provided by the Coach during the coaching sessions or as a result of the Coaching Services. This includes but is not limited to coaching materials, exercises, assessments, guides, and any other resources developed or shared by the Coach.

The Client acknowledges that there may be instances where the Coach incorporates third-party materials or resources in the coaching sessions or materials. In such cases, the intellectual property rights of those third-party materials remain with their respective owners, and the Client's use of those materials is subject to any terms and conditions set by the respective owners.

The Client agrees not to claim any ownership rights or intellectual property rights in the work products or materials directly provided by the Coach, whether during or after the completion of the coaching relationship. The Client further agrees not to share, distribute, or disclose the Coach's work products or materials to any third party without the Coach's explicit written consent.

The Client understands and acknowledges that any unauthorized use, reproduction, or distribution of the Coach's work products or materials may infringe upon the Coach's intellectual property rights and may result in legal consequences.

The Client may use the Coach's work products and materials solely for personal use and development purposes. Any commercial use, modification, or reproduction of the Coach's work products or materials without the Coach's express written permission is strictly prohibited.

The Coach will make reasonable efforts to ensure that any third-party materials used in the coaching sessions or materials are properly attributed and used in compliance with applicable intellectual property laws. However, the Coach shall not be held responsible for any infringement of third-party intellectual property rights arising from the Client's use of those materials.

By participating in the coaching relationship, the Client acknowledges and agrees to respect the Coach's intellectual property rights and to use the provided materials and information in accordance with the terms and conditions set forth in this agreement.

8.1 Breach of Confidentiality

The Parties acknowledge that the maintenance of confidentiality is essential to the coaching relationship. Any unauthorized disclosure or breach of confidentiality by either Party shall be considered a material violation of these terms and conditions. The non-breaching Party reserves the right to seek legal remedies and pursue appropriate action to enforce the confidentiality obligations. Such remedies may include, but are not limited to, injunctive relief, damages, or other relief deemed appropriate by a court of law. In the event of a breach of confidentiality, the non-breaching Party may terminate the coaching relationship immediately. The breaching Party shall be responsible for indemnifying and holding the non-breaching Party harmless from any losses, damages, or liabilities

arising from the breach. Any disputes arising from a breach of confidentiality shall be resolved in accordance with the dispute resolution provisions set forth in these terms and conditions.

9. Limitation of liability and disclaimer

The Client acknowledges that the health coaching services provided by the Coach are not a substitute for medical advice, diagnosis, or treatment. The Client understands that they are solely responsible for their own physical, mental, and emotional well-being and should seek appropriate medical advice and care from qualified professionals.

The Coach, including its affiliated individuals or entities, shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the coaching services, including any injuries, losses, or damages sustained by the Client or any third party. The Client acknowledges that they engage in the coaching services at their own risk.

The information, guidance, and recommendations provided by the Coach are based on their professional knowledge and experience. However, the Coach does not guarantee any specific results or outcomes. The Client understands that their progress and success depend on their own efforts, commitment, and individual circumstances.

The Coach makes reasonable efforts to ensure the accuracy and completeness of the information provided but does not warrant or guarantee its accuracy, reliability, or completeness. The Coach disclaims any warranties, expressed or implied, regarding the effectiveness, accuracy, or completeness of the coaching services. Individual results may vary.

M.POWEREDHEALTH does not warrant that the platform or services will be uninterrupted or error-free, that defects will be corrected or that servers are free of viruses or other harmful components.

The Client acknowledges and accepts that engaging in health coaching may involve certain risks. They assume full responsibility for any risks or consequences that may arise from implementing the information, recommendations, or suggestions provided by the Coach. It is advisable for the Client to consult with a qualified healthcare professional before making significant changes to their diet, exercise routine, or lifestyle, particularly if they have any pre-existing medical conditions or concerns.

In no event shall the Coach or its affiliated individuals or entities be liable to the Client or any third party for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to the health coaching services, including errors, omissions, delays, or inaccuracies in the information provided.

This liability clause is binding upon the parties and their respective successors, assigns, and legal representatives.

9.1 Indemnification

The Client agrees to release, indemnify, and hold harmless the Coach and its affiliated individuals or entities from any and all claims, liabilities, damages, losses, or expenses arising out of or in connection with the coaching services, including any actions or decisions taken by the Client based on the information or guidance provided. M.POWEREDHEALTH cannot be held liable for any direct, indirect or consequential damages or any damages resulting for any loss of user, loss of

profits or litigation whether based on a breach of contract, tort or otherwise arising out of services of M.POWEREDHEALTH or beyond its control.

10. Dispute Resolution

10.1 Good-faith negotiations

In the event of any dispute or disagreement arising out of or relating to these terms and conditions or the coaching relationship, the Parties agree to first attempt to resolve the dispute through good-faith negotiations. Either Party may initiate such negotiations by providing written notice to the other Party, outlining the nature of the dispute and their proposed resolution. The Parties shall engage in a reasonable and cooperative exchange of information and make genuine efforts to reach a mutually satisfactory resolution within a reasonable time frame.

10.2 Mediation

If the dispute remains unresolved through negotiation, the Parties agree to participate in mediation before pursuing any legal action. The mediation shall be conducted by a neutral third party mediator mutually agreed upon by the Parties. The mediator's role will be to facilitate communication, assist in identifying issues, and help the Parties explore possible solutions. The costs of the mediation shall be shared equally between the Parties unless otherwise agreed.

10.3 Arbitration

If mediation fails to resolve the dispute within a reasonable time or if either Party refuses to participate in mediation, any unresolved dispute shall be submitted to binding arbitration. The arbitration shall be conducted in accordance with the rules and procedures of a recognized arbitration institution mutually agreed upon by the Parties. The arbitration award shall be final and binding on both Parties and enforceable in a court of law.

Notwithstanding the above, either Party may seek injunctive or other equitable relief to protect its rights and interests without resorting to the dispute resolution process described herein.

This dispute resolution provision shall be governed by and interpreted in accordance with the laws of Estonia.

11. Jurisdiction and Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of Estonia. Any disputes arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Estonia.

11.1 Cross-Border Application

The parties agree that these terms and conditions shall be valid and enforceable in all jurisdictions where the services are provided. It is understood that clients from different jurisdictions may have different legal requirements, and while every effort will be made to ensure compliance, the Client acknowledges that it is their responsibility to familiarize themselves with any applicable local laws or regulations.

11.2 Legal Advice

The Client acknowledges that it is their responsibility to seek independent legal advice to ensure compliance with the laws of their jurisdiction and to assess the suitability and enforceability of these terms and conditions in their specific circumstances.

11.3 Waiver

The failure of either party to enforce any provision of these terms and conditions shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with such provision or any other provision of these terms and conditions.

12. Modifications and Updates

These Terms and Conditions may be modified or updated by the Coach at any time, and it is the responsibility of the Client to review and familiarize themselves with the most recent version. Any modifications or updates to these Terms and Conditions will be effective immediately upon posting on the Coach's website or notification to the Client via email or other means of communication. The Coach reserves the right to make changes to these Terms and Conditions to reflect changes in the nature of the coaching services, legal requirements, or for any other necessary reasons. It is the Client's responsibility to regularly check for updates and to ensure their continued compliance with the most recent version of these Terms and Conditions.

By continuing to use the coaching services after any modifications or updates have been made, the Client acknowledges and agrees to be bound by the revised Terms and Conditions. If the Client does not agree to the modified terms, they must discontinue the use of the coaching services and notify the Coach in writing.

The Coach may also provide specific updates or amendments to the Client in writing, addressing any significant changes that may impact the Client's rights, obligations, or the nature of the coaching services. Such updates or amendments will be communicated separately and will also form a part of these Terms and Conditions.

The Client is encouraged to seek clarification or ask questions regarding any modifications or updates to these Terms and Conditions. The Coach will make reasonable efforts to address any concerns or provide necessary explanations to ensure the Client's understanding of the revised terms.

13 General Conditions

- a. In the event of any merger, acquisition or transaction resulting in change of control, M.POWEREDHEALTH may assign or transfer any of its right and obligations hereunder without user consent by providing notice of such task.
- b. English shall be the language of these terms and contracts and the parties waive any rights to use and rely upon any other language.
- c. The user agrees that no joint venture, partnership, employment or agency relationship exists between the Client and M.POWEREDHEALTH as a result of these terms of use.
- d. These terms supersede all prior or contemporaneous agreements, negotiations or representations and proposals, written or oral between M.POWEREDHEALTH and the Client.

14. Severability

If any provision of these terms and conditions is determined to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from the agreement, and the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The invalidity, unlawfulness, or unenforceability of any provision shall not in any way affect or impair the validity, legality, or enforceability of the remaining provisions.