

Terms and Conditions

- I. **Nature of the Relationship:** PERSONAL EDGE and its coaches offer educational programs and products. These programs and products are for Your planning, education and motivation. PERSONAL EDGE represents, and by signing this Agreement You acknowledge and agreed, that these training and coaching programs and products are not psychological counselling, relationship counselling, financial advising, estate planning, or any other type of counselling or therapy sessions. You acknowledge that no guarantee, information, or advice, whether express or implied, provided from any PERSONAL EDGE representative or via any PROFESSIONAL EDGE program is intended as, nor should be considered as substitute for, legal, accounting, psychological, medical or other similar professional advice or services. If You feel You need professional counselling or therapy, it is Your responsibility to seek the help of a skilled or licensed professional. In addition, by signing this Agreement, You acknowledge that PERSONAL EDGE neither provides content or materials intended as financial advice, counselling or therapy, nor recommends any such service.
- II. **Cancellation Policy:**
- Default:** If You are paying for a program on a monthly payment plan, Your account must be current under the terms of this Agreement before the start of any program. If You do not pay by the agreed upon dates under this Agreement, You will be in default of this Agreement and PERSONAL EDGE may postpone Your attendance in any program until Your account is paid in full. If after 30 days You do not make Your payments to bring Your account current, PERSONAL EDGE reserves the right to cancel this Agreement.
 - 72-Hour Cancellation:** You may cancel the transaction reflected in this Agreement without penalty or obligation by submitting to PERSONAL EDGE, a signed and dated written notice postmarked prior to midnight of the third business day after the date of this Agreement. Your notice must be mailed to: Carolyn McCormick, The PERSONAL EDGE International, 10749 Wynspire Rd, Denver, CO. 80130.
 - Cancellation of Program:** You have until noon of the first day attending any training to decide this program is not right for You. Simply tell a PERSONAL EDGE representative in person and PERSONAL EDGE will provide You a signed confirmation that You have chosen to cancel Your agreement. You will be refunded the tuition You paid less the cancellation fee of \$995.
 - Return of Product:** If You purchase a product from PERSONAL EDGE and wish to return it, You have 60 days from date of purchase to return the product to us for a refund of the full amount paid, less shipping and handling charges.
 - Inactivity:** If Your account remains inactive due to non-payment or non-participation for 60 consecutive days PERSONAL EDGE may terminate this Agreement You and You will forfeit all tuition paid to PERSONAL EDGE.
- III. **Transfers/Program Changes:** Should You be unable to attend a PERSONAL EDGE event for which You registered and paid, Your registration will be transferred to the next available training program. This Agreement is non-transferable. You have one year to complete Your training. Notwithstanding the transfer, You are subject to the same cancellation rules as set forth in section II above, or PERSONAL EDGE, may terminate Your contract and You will forfeit all tuition paid to PERSONAL EDGE.
- IV. **Pricing Changes:** You will be notified of any applicable price increases. Absent a written notification to PERSONAL EDGE to the contrary, You agree to accept and be billed for the applicable price increases.
- V. **Refunds:** With the exception of II(c), after acceptance of this Agreement, all payments made are **NON-REFUNDABLE**.
- VI. **Right to Cancel:** PERSONAL EDGE reserves right to cancel a program at any time. PERSONAL EDGE reserves the right to accept/reject or terminate You (or any other participants) without explanation as to criteria or cause. One-year programs are a 12-month non-cancellable commitment.
- VI. **Approval:** Your acceptance of this Agreement will be required prior to commencement of any service. You authorize PERSONAL edge by your signature above to take payment for all fees due and owing on Your credit card from the card on file with PERSONAL EDGE.
- VIII. **Independent Contractor:** You and PERSONAL EDGE (herein the "Parties") shall perform all Your respective duties under this Agreement as independent contractors. Nothing in this Agreement shall be construed to give either Party the power to direct or control the daily activities of the other Party, or to constitute the Parties as principal and agent, employer and employee, franchisor and franchisee, partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking. The Parties understand and agree that, except as specifically provided in this Agreement, neither Party grants the other Party the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of the other Party, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of the other Party; or to transfer, release, or waive any right, title, or interest of such other Party.
- IX. **Late Payments:** It is the policy of PERSONAL EDGE to collect all fees in advance, and PERSONAL EDGE reserves the right to refuse entry to You if You have not paid all fees in full prior to receiving PERSONAL EDGE programs and products. In the event that payment in full is not collected prior to You receiving PERSONAL EDGE programs and products, whether in whole or in part, interest shall accrue on any unpaid fees owed by You to PERSONAL EDGE at the lower of 1.5% per month or the maximum amount permitted by applicable law.
- X. **Limitation of Liability:**
- UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR CAROLYN MCCORMICK BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE USE OR INABILITY TO USE THE PROGRAMS AND PRODUCTS OR ANY OTHER PROVISION OF THIS AGREEMENT, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE.
 - UNDER NO CIRCUMSTANCES SHALL PERSONAL EDGE OR CAROLYN MCCORMICK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF THE PROGRAMS AND PRODUCTS OR OTHERWISE ARISING OUT OF THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES ACTUALLY PAID TO PERSONAL EDGE BY YOU PURSUANT TO THIS AGREEMENT.
 - YOU SHALL BEAR ALL COLLECTION RISK (INCLUDING, WITHOUT LIMITATION, CREDIT CARD FRAUD AND ANY OTHER TYPE OF CREDIT FRAUD) WITH RESPECT THE PURCHASE OF PERSONAL EDGE PROGRAMS AND PRODUCTS.
 - YOU SHALL BEAR ALL RESPONSIBILITY AND LIABILITY FOR THE PROPER PAYMENT OF ALL TAXES WHICH MAY BE LEVIED OR ASSESSED (INCLUDING, WITHOUT LIMITATION, SALES TAXES) WHICH MAY BE LEVIED IN RESPECT OF THE PURCHASE OF PERSONAL EDGE PROGRAMS AND PRODUCTS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PERSONAL EDGE AND CAROLYN MCCORMICK HEREBY SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
 - CAROLYN MCCORMICK AND PERSONAL EDGE DO NOT ACCEPT ANY RESPONSIBILITY OR LIABILITY FOR YOUR PARTICULAR INTERPRETATIONS, USES, OR APPLICATIONS OF THE INFORMATION PROVIDED, AND YOU INDEMNIFY CAROLYN MCCORMICK AND PERSONAL EDGE FROM ANY SUCH LIABILITY.
- XI. **Disputes:** Any unresolved disputes regarding this Agreement shall be settled by binding arbitration before a single arbitrator, using the Commercial Rules of the American Arbitration Association, in Denver, Colorado. The laws of Colorado shall govern this Agreement. If it becomes necessary to enforce this Agreement through legal action, then PERSONAL EDGE shall continue to accrue on any unpaid fees owed by You to PERSONAL EDGE at the lower of 1.5% per month or the maximum amount permitted by applicable law and shall be entitled to recover reasonable attorney's fees and costs incurred in collection or enforcement of this Agreement.
- XII. **Satisfaction Guarantee:** If You are not completely satisfied with PERSONAL EDGE, or any PERSONAL EDGE program or product, You may cancel Your contract with PERSONAL EDGE in accordance with the cancellation terms of this agreement. You will be charged a \$995 cancellation fee for any program cancelled. This cancellation charge is non-refundable and non-transferable. PERSONAL EDGE will also retain the tuition for any and all products and services You have completed.
- XIII. **Intellectual Properties:** You acknowledge that PERSONAL EDGE is the sole and exclusive owner of:
- the intellectual property rights, including but not limited to any and all copyrights, trademarks, trade secrets, patents and other intellectual property protected under applicable laws, in the processes, techniques, presentations, methodologies, concepts and materials used in the PERSONAL EDGE products and programs, the PERSONAL EDGE company name, the PERSONAL EDGE corporate logo, and any materials relating to the policies and procedures of PERSONAL EDGE and other business (as modified from time to time);
 - all know-how relating to PERSONAL EDGE's business including any copyrights, patents, designs, trade secrets, know-how, standard precedents, surveys, questionnaires, research, templates, methods or techniques used in connection with the business of PERSONAL EDGE;
 - any quality assurance systems, manuals or practices used in the business of PERSONAL EDGE;
 - any trademarks, service marks, certification marks, business names, logos and graphic images (whether registered or unregistered) used in connection with its business or which may be as notified by PERSONAL EDGE to You from time to time ("PERSONAL EDGE Trademarks");
 - all other intellectual property used in connection with the business of PERSONAL EDGE
 - You acknowledge that You shall have no property or other rights or claims in or to any elements of the PERSONAL EDGE Intellectual Properties and that any improvements of modifications or amendments made or contributed to the PERSONAL EDGE Intellectual Properties by You or any of Your affiliates shall be the exclusive property of PERSONAL EDGE
- XIV. **Non-compete:** You may not resell the PERSONAL EDGE Intellectual Properties or other material supplied by PERSONAL EDGE in any other business that would be considered competitive or that would infringe on the rights, the goodwill or the brand of PERSONAL EDGE for a period of one year and online or in the regional geographic area where PERSONAL EDGE and any officers, directors, employees, agents, professionals, servants, successors, assigns, owners, shareholders, members, contractors, or subcontractors live and work. You further acknowledge that Your failure to observe this Agreement strictly will cause irreparable injury to PERSONAL EDGE. If there is any such failure, You acknowledge that monetary damages alone would be inadequate to compensate PERSONAL EDGE for any breach of this agreement and PERSONAL EDGE shall have all legal and equitable remedies (including damages and injunctive relief) against You.
- XV. **Force Majeure:** Neither party shall be liable in damages for any delay or default in performing its obligations hereunder if such delay or default is caused by matters beyond the reasonable control of the non-performing party, such as but not limited to power failures, wars or insurrections, acts of God, acts of government, acts or threat of terrorism, strikes, fires, floods, earthquakes, work stoppages, embargoes and/or inability to obtain material; provided, however, that the party experiencing such occurrence shall notify the other party at the earliest possible date and take reasonable steps to mitigate and/or cure the cause of such delay.
- XVI. **Entire Agreement:** Together with all written amendments, exhibits and appendices, this Agreement constitutes the entire agreement between PERSONAL EDGE and You with respect to the subject matter addressed herein. This Agreement can only be modified or supplemented by writing signed by duly authorized representatives of both parties. This Agreement shall be binding upon the parties, their successors, legal representatives and permitted assigns. You and PERSONAL EDGE intend this Agreement to be a valid legal instrument and no provision of this Agreement which shall be deemed unenforceable shall in any way invalidate any other provision of this Agreement all of which shall remain in full force and effect.
- XVII. **The provisions of this Agreement relating to payment of any fees or other amounts owed, payment of any interest on unpaid fees, confidentiality and warranties and indemnities shall survive any termination or expiration of this Agreement.**