

## **Terms and Conditions**

### **Agreement between User and <https://www.tri180coaching.com/>**

Welcome to <https://www.tri180coaching.com/>. The <https://www.tri180coaching.com/> website (the "Site") is comprised of various web pages operated by TRI-180 Coaching. <https://www.tri180coaching.com/> is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of <https://www.tri180coaching.com/> constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

<https://www.tri180coaching.com/> is a Professional Service & Coaching Site.

Provide people with health and wellness programs and coaching

### **Privacy**

Your use of <https://www.tri180coaching.com/> is subject to TRI-180 Coaching's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting <https://www.tri180coaching.com/> or sending emails to TRI-180 Coaching constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that TRI-180 Coaching is not responsible for third party access to your account that results from theft or misappropriation of your account. TRI-180 Coaching and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

TRI-180 Coaching does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <https://www.tri180coaching.com/> only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

"You may cancel your subscription at any time. Any cancellations made after 30 days of service will not qualify for a refund.

**Links to Third Party Sites/Third Party Services**

<https://www.tri180coaching.com/> may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of TRI-180 Coaching and TRI-180 Coaching is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. TRI-180 Coaching is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by TRI-180 Coaching of the site or any association with its operators.

Certain services made available via <https://www.tri180coaching.com/> are delivered by third party sites and organizations. By using any product, service or functionality originating from the <https://www.tri180coaching.com/> domain, you hereby acknowledge and consent that TRI-180 Coaching may share such information and data with any third party with whom TRI-180 Coaching has a contractual relationship to provide the requested product, service or functionality on behalf of <https://www.tri180coaching.com/> users and customers.

**No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use <https://www.tri180coaching.com/> strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to TRI-180 Coaching that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of TRI-180 Coaching or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. TRI-180 Coaching content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of TRI-180 Coaching and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the

intellectual property of TRI-180 Coaching or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by TRI-180 Coaching from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the TRI-180 Coaching Content accessed through <https://www.tri180coaching.com/> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless TRI-180 Coaching, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. TRI-180 Coaching reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with TRI-180 Coaching in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR

CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and TRI-180 Coaching agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TRI-180 COACHING AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

TRI-180 COACHING AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TRI-180 COACHING AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRI-180 COACHING AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRI-180 COACHING OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION

OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

TRI-180 Coaching reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Washington and you hereby consent to the exclusive jurisdiction and venue of courts in Washington in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and TRI-180 Coaching as a result of this agreement or use of the Site. TRI-180 Coaching's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of TRI-180 Coaching's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by TRI-180 Coaching with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and TRI-180 Coaching with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and TRI-180 Coaching with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

## **NONDISCLOSURE AGREEMENT**

This Nondisclosure Agreement (“Agreement”) is entered into as of the date on the signature page of this Agreement (“Effective Date”) between Tri-180 Coaching, (“Company”), and the party named on the signature page of this Agreement (“Contractor”), individually a “Party” and collectively the “Parties”.

### **Background**

1. the Company wishes to disclose certain confidential information to Contractor for the purposes of marketing, branding, design, and strategy. (“Association”).
2. The Parties understand that a nondisclosure agreement is necessary to ensure the confidentiality of the Company’s information and protect the investment made by the Company in development of such information.

## **Agreement**

The Parties agree as follows:

### **1. Confidential Information.**

**Unauthorized Disclosure and Use of Confidential Information.** The term “Confidential Information” means any trade secrets, information or material that Contractor may obtain through any direct or indirect contact with the Company that is proprietary to the Company, not generally known other than by the Company, and is treated as confidential by the Company, including, but not limited to: records or compilations, whether involving current, future, past, or potential customers or clients, website log-in & passwords, social media log-ins, information and data, access information to all the Company’s media, content, designs, application designs and code, marketing strategies and plans, projections, sales numbers, pricing, and related data, customer or client files, information and lists, processes, procedures, methods, reports, surveys, and any other record or information relating to the present, potential or future business, product(s), or service(s) of the Company that would reasonably be kept confidential.

Confidential Information also includes the existence and terms of this Agreement, and the fact and substance of any of the Company’s existing or contemplated activities or relationships. The Company’s intent is to prevent unauthorized disclosure of its Confidential Information in any media or form, including social media or social networking websites or blogs.

While Contractor is performing services for Company and thereafter, Contractor shall not, directly or indirectly, disclose to anyone outside of the Company any Confidential Information or use any Confidential Information other than pursuant to Contractor’s employment by and for the benefit of the Company. All Confidential Information and copies thereof are the sole property of the Company. The Company expressly reserves all its rights under the Uniform Trade Secrets Act, as enacted in the State of Washington.

Notwithstanding the foregoing, the term Confidential Information shall not apply to information that the Company has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

### **2. Protection of Confidential Information.**

Contractor hereby acknowledges and agrees that the Company has spent significant time and resources to develop the Confidential Information, which is unique and valuable, and that a nondisclosure agreement is necessary to ensure the confidentiality of the Company's information and protect the investment made by the Company in development of such information. Contractor agrees as follows:

**2.1. Non Disclosure; Consent.** Contractor shall not disclose Confidential Information to any third party without the prior written consent of an authorized representative of the Company, and shall use the Confidential Information for no other purposes other than as necessary in connection with the Association.

**2.2. Representatives.** Contractor shall restrict disclosure of Confidential Information solely to representatives on a need to know basis. Contractor shall ensure that such representatives are bound by obligations restricting use and disclosure of Confidential Information at least equivalent to those set out in this Agreement, and ensure that such representatives abide by such obligations.

**2.3. No Copying or Modifying.** Contractor shall not copy or modify any Confidential Information without the prior written consent of an authorized representative of the Company.

**2.4. Notice of Unauthorized Use.** If Contractor becomes aware of any possible unauthorized disclosure or use of the Confidential Information, Contractor shall notify the Company as soon as possible of such use or disclosure.

**3. Ownership.**

All Confidential Information is and will remain the exclusive property of the Company. No license is granted or implied with respect to the Confidential Information by reason of Contractor's access to the Confidential Information beyond that needed to perform in connection with the Association.

**4. Term.**

Contractor's obligations under this Agreement will survive after the termination or expiration of the Association, or in the case of Confidential Information that are trade secrets, for as long as such Confidential Information remains a trade secret under applicable laws.

**5. Return.**

Upon request by the Company or termination of this Agreement, Contractor shall cease all use of the Confidential Information and destroy or return the Confidential Information in Contractor's possession as directed by the Company, and shall certify such action. If such Confidential Information is in a form incapable of return or has been copied or transcribed into another document, Contractor shall notify the Company and destroy or

erase as directed by the Company. Contractor is still bound by the terms of this Agreement after the return or destruction of the Confidential Information.

**6. Equitable Relief.**

Contractor acknowledges that the Company will be irreparably harmed by any breach of this Agreement, that monetary damages will be inadequate, and that the Company has the right to have an injunction or other equitable remedies imposed in relief of, or to prevent or restrain, such breach. Contractor agrees that the Company is also entitled to any other relief available under law or equity for such breach.

**7. Indemnification.**

Contractor shall, at its own expense, indemnify the Company and its affiliates against any claims, actions, damages, liabilities, losses, or costs, including costs incurred in the settlement or avoidance of any such claim, incurred by or asserted against the Company resulting from or arising in connection with any breach or alleged breach by Contractor of any of its representations, warranties, covenants, or obligations under this Agreement.

**8. No Prior Obligations.** Contractor represents that his/her performance of all terms of this agreement as an employee or contractor of the Company has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Contractor prior or subsequent to the commencement of this Association with the Company. Contractor shall not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any current or former client or employer or any other party. Contractor shall not induce the Company to use any inventions, confidential or non-public proprietary information, or material. Further, Contractor warrants that it is not bound by any restrictive covenant, including but not limited to a covenant not to compete, covenant not to solicit, or any other restrictive covenant that would otherwise prevent Contractor from performing its duties to the Company under this or any other agreement.

**9. Transferability.**

Contractor shall not transfer or assign this Agreement or any right or obligation of this Agreement without the prior written consent of the Company. Upon consent, Contractor shall require the transferee to agree to the terms of this Agreement.

**10. Attorneys' Fees.**

The prevailing Party in any dispute regarding this Agreement is entitled to recover reasonable attorneys' fees, costs, and expenses incurred with respect to such dispute and in any appeal.

**11. Whistleblower Immunity.**

Contractor acknowledges the following 18 U.S.C. § 1833(b)(1) notice:

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in



confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

## **12. Miscellaneous.**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understanding, whether written or oral. Except as provided in this Agreement, no term or condition of this Agreement may be amended or deemed waived, except by a writing signed by the Parties that refers to this Agreement. This Agreement may be executed in separate counterparts. If any term or part of a term of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. This Agreement will be governed by and construed in accordance with the laws of the state of Washington, without regard to conflict of laws principles. Any claim arising out of this Agreement, including tort claims, must be resolved in Multnomah County, Oregon.

The Parties to this Agreement agree to its terms as of January 2019.

## **Changes to Terms**

TRI-180 Coaching reserves the right, in its sole discretion, to change the Terms under which <https://www.tri180coaching.com/> is offered. The most current version of the Terms will supersede all previous versions. TRI-180 Coaching encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

TRI-180 Coaching welcomes your questions or comments regarding the Terms:

TRI-180 Coaching  
2605 NE 130th Ct.  
Vancouver, Washington 98684

Email Address:  
[info@tri180coaching.com](mailto:info@tri180coaching.com)

Telephone number:  
5038101269

Effective as of February 20, 2019