

**Terms of Use**  
**UNPACK YOUR WORLD GROUP TRAVEL COACHING PROGRAM**

You must read and agree to these Terms of Use for the Unpack Your World Group Travel Coaching Program (hereinafter referred to as the “Program”) carefully and in their entirety before purchasing and/or using the Program. The Program and its content are owned by Cheryl Burke Coaching, LLC DBA Resetting Joy. By purchasing and/or using the Program, you implicitly hereby agree to be legally bound by the following:

**1. DEFINITIONS USED HEREIN:**

**“Company”, “Coach”, “We”, “I”, “Our”, or “Us”** means Cheryl Burke Coaching, LLC DBA Resetting Joy, owned by Cheryl Burke.

**“Participation”, “Participating”, “Using”, or “Use”** means reading, purchasing, watching, listening to, implementing, trying, or otherwise engaging in the Program.

**“Purchaser”, “Client”** means you, the person purchasing the Unpack Your World Travel Coaching Program.

**“Program”** means the Unpack Your World Travel Coaching Program.

**“You” or “Your”** means the purchaser and/or person using the Program.

Together, the Company and the Client are collectively referred to herein as the **“Parties”**.

**2. DESCRIPTION OF SERVICES**

The Company agrees to provide coaching for the Program. The Program includes:

- 8 weekly class sessions and 10 monthly check-in sessions (a.k.a. group coaching sessions) over the course of one year
- Class recordings available within a course housed on [resettingjoy.com](https://resettingjoy.com) for later viewing as needed. Only those within this Program will have access to these recordings.
- Worksheets and checklists to create travel plans and the client’s own long-term travel system
- Video guides of various websites and processes to promote a greater understanding of the tools and resources available to the client in planning
- Regular check-ins with the coach via email and/or voice messaging to discuss questions and logistics.
- Access to Unpack Your World online community
- The Client can ask questions or receive email support by contacting the Coach.

The Program runs for 12 months. Access to program materials will be terminated 12 months from the date of the first weekly class session. For example, if the first weekly class session is held on April 4, 2023, access to materials will be terminated on April 4, 2024.

Client may extend access to materials via a subscription program offered by the Coach. The subscription program will be governed but a separate set of terms of use to which the Client must agree at the time of subscription enrollment.

### **3. DISCLAIMER**

The Client understands that the Company is a Certified Travel Coach, Life Coach, and current Associate Certified Coach (ACC) in good standing with the International Coaching Federation (ICF).

The Client understands that the Company is not an attorney, therapist, publicist, financial advisor, and/or accountant, or any other licensed or registered professional. The Company and Client's work together is not a substitute for professional financial, business, or legal advice. The Company and Client's work together may address, among other things, goals, priorities, identifying resources, brainstorming, action plans, strategy, and planning. The Client understands that the Company does not guarantee any outcome, income revenue, and/or profit from the Parties' work together.

The Company is not a nutritionist, therapist, or licensed medical professional, and therefore the Client needs to discuss and clear any and all changes to the Client's lifestyle, food intake, exercise regimen, or medical treatment with his/her/their physician before implementing changes or habits suggested by the Company. The Client confirms that he/she/they has or will discuss any and all changes to his/her/their diet, exercise regimen, supplements, medications, or lifestyle with his/her/their physician or qualified medical professional before implementing any suggested or offered changes, additions, or alterations to his/her/their lifestyle. The Client understands that the Company is not a nutritionist, physician, medical professional, and/or a psychotherapist or psychologist.

The Coach is not a Travel Agent.

Further, the Company has not promised, nor shall the Coach be obligated to: (1) act as a therapist by providing psychological counseling, psychoanalysis or behavioral therapy, (2) assist anyone with a serious medical condition to resolve, manage, or improve that medical condition, and/or (3) assist anyone not under the care of a physician or medical professional while implementing healthy changes in his/her/their life.

### **4. EXPECTATIONS**

The Coach requests the following of the Client as part of the Program:

- Ask questions and for clarification if he/she/they do not understand what is being said during classes, recordings, or in written material.
- Complete assignments in a timely manner especially in the first 8 weeks of the class when the foundation of the program is laid out.
- Treat the Company and fellow students with respect and refrain from the use of derogatory language.
- Allow others in live classes to speak without interrupting.
- Keep details of private lives and plans of fellow students confidential. This is to ensure a safe space for all students in all group coaching sessions.
- If client arrives late to a live class, he/she/they are requested to ensure their microphone is off upon being let into the class by the Coach.
- Complete location and activity research independently.
- All final decisions regarding trip logistics and purchases are the responsibility of the client.
- All payments for trip logistics, including but not limited to airline reservations, lodging reservations, tickets to events or attractions, and dining reservations, will be made by the

client directly to the provider of each service. The coach will not make reservations or payments on the client's behalf.

- Immediately inform the Coach of any issues or difficulties he/she/they may have with the Program

The Coach agrees to the following as part of the Program:

- The Coach shall participate fully and intently in the Coaching Calls, and any other part of the program, to the best of her ability.
- The Coach will support the Client to the best of her abilities in accordance with Section 2 of this Agreement.
- The Coach will not, at any time, either directly or indirectly, use any information disclosed by the Client for the Coach's own benefit, nor will the Coach disclose or communicate, in any manner, any information to a third party about the Client. The Coach will not divulge that the Parties are in a coaching relationship without your express permission.
- All information provided by the Client to the Coach will be kept strictly confidential, as allowed by law. If the client indicates intent to harm self or others, the coach must report this intent to the proper authorities.
- The Coach agrees to maintain the ethics and standards of behavior established by the International Coaching Federation "(ICF)" ([CoachingFederation.org/ethics](https://www.coachingfederation.org/ethics)). It is recommended that the Client review this code of ethics.

## **5. TERM**

The Program is 12 Months long and begins on the date of the first scheduled weekly class session and ends 12 months later (the "Term"). (For example, if the first weekly class session is held on April 4, 2023, the term ends on April 4, 2024.) The Client understands that the Parties do not have a relationship after the end of the Program. If the Parties choose to continue their relationship in any way, a separate and distinct agreement will be entered into and agreed upon.

## **6. TERMINATION**

The Company is committed to providing the Client with a positive experience in the Program. By agreeing to these terms, the Client understands that the Company may, in its sole discretion, terminate the Agreement and limit, suspend, and/or terminate the Client's participation in the Program without a refund or forgiveness of monthly payments if the Client becomes disruptive or violates any term of the Agreement.

If the Client chooses to terminate the Agreement at any time, no refunds will be issued.

## **7. PAYMENT, PURCHASE, AND PAYMENT PLAN TERMS**

### **a. General Payment Terms:**

When you pay for the Program by credit card, you authorize and give permission to the Company to charge your credit or debit card for the amount owed for payment of the Program. When you purchase the Program, your information (i.e., credit card and contact info) may be collected by the third-party merchant Stripe or Square, who may have privacy policies or security practices that are different than ours. The Company is not responsible for the merchant's independent policies or practices.

**b. Payment Plan Terms / Failed Payment Procedures:**

Should you choose to purchase the Program using a payment plan option at checkout (hereafter known as the "Payment Plan"), you hereby consent to your credit card being automatically charged once per month for 3 months in order to complete your total payment. This payment plan is not a subscription service. You are responsible for all of the payments in your payment plan until the Program is paid for in full. By choosing the Payment Plan, you agree and understand that all 3 monthly payments are owed in full and on time. No exceptions will be made. No refund and/or cancellation requests or stop payments will be granted or accepted.

If you choose to purchase the program using a Payment Plan, you hereby authorize and give permission to The Company to automatically charge your credit card or debit card as payment for the Program. You will receive an emailed receipt each time your card is charged. The Company will not contact you to seek authorization or permission before charging your card for installments of the Payment Plan.

**c. Failed Payment Plan Payments / Re-charge procedures:**

By choosing the payment plan, your card will automatically be charged each month for your remaining payments. Should your payment method fail, up to 3 re-charge attempts will be made. After the second failed attempt, access to the Program will be suspended until such time as payment is made.

**8. REFUND POLICY**

**A. No Refunds**

The Client is responsible for the full payment regardless of whether the Client completes or participates fully in the Program. NO REFUNDS will be issued once the Client gains access to the program materials.

**B. No Chargebacks**

The Client will not, under any circumstances, issue or threaten to issue any chargebacks to the Company or to the Client's credit card or bank account for any reason whatsoever related to the Program. In the event of a chargeback, the Company reserves its right to report it to the credit bureaus as a delinquent account.

**9. CONFIDENTIALITY**

The Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party throughout the Term of the Program ("Confidential Information"). Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of the Agreement.

Notwithstanding anything in the foregoing, in the event that the Client is required by law to disclose any of the Confidential Information, the Client will (i) provide the Company with prompt notice of such requirement prior to the disclosure, and (ii) give the Company all available information and assistance to enable the Company to take the measures appropriate to protect the Confidential Information from disclosure.

#### **10. NON-DISCLOSURE OF COMPANY MATERIALS**

Material given to the Client in the course of the Program is proprietary, copyrighted and developed specifically for and by the Company. The Client agrees that such proprietary material is solely for the Client's own personal use. Any disclosure to a third party is strictly prohibited.

The Company's Program is copyrighted and the original materials that have been provided to the Client are for the Client's **individual use only** and are granted as a single-user license. The Client is not authorized to re-sell, share, or use for profit any of the Company's intellectual property. All intellectual property, including the Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute the Company's materials is granted nor implied.

Further, the Client agrees that if the Client violates, or displays any likelihood of violating, any of the Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

#### **11. INDEMNIFICATION**

Client agrees to indemnify and hold harmless the Company, its affiliates, officers, directors, agents, employees, representatives, successors, independent contractors, and assigns from all direct and third party claims, demands, losses, causes of action, damages, lawsuits, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against the Company, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or the Company.

#### **12. ARBITRATION**

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association ("AAA"). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of Indiana. The arbitration hearing shall be held in the state of Indiana. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the Client shall be a refund of any amount paid to the Company.

#### **13. APPLICABLE LAW + VENUE**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Indiana, United States as they apply to contracts entered into and wholly to be

performed in the State of Indiana, United States. The Federal and State courts within the State of Indiana, United States shall have exclusive jurisdiction to adjudicate any dispute arising out of or from this Agreement.

**14. ENTIRE AGREEMENT; AMENDMENT; HEADINGS**

The Agreement constitutes the entire agreement between the Parties with respect to their relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth by writing, specifying such waiver, consent, or amendment, signed by both parties.

The headings of Sections in the Agreement are provided for convenience only and shall not affect its construction or interpretation.

**15. SEVERABILITY**

The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision hereof. If any Section, subsection, sentence, or clause of the Agreement shall be adjudged illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on the Agreement as a whole or on any Section, subsection, sentence, or clause hereof not expressly so adjudged.

**16. WAIVER**

The waiver or failure of the Company to exercise waiver in any respect, for any right provided herein, shall not be deemed a waiver of any further right pursuant to the Agreement.

**17. NO ASSIGNMENT**

The Agreement may not be assigned by either of the Parties without the express, written consent in advance of the other Party.

**18. FORCE MAJEURE**

In the event that any cause beyond the reasonable control of either of the Parties, including, but not limited to: acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under the Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

**19. NO GUARANTEES, WARRANTIES OR REPRESENTATIONS**

The Client understands and agrees that the Client is 100% entirely responsible for his/her/their progress and results experienced from the Program. The Company will help guide and support the Client, but the Client's participation in, and dedication to, the Program is one of many vital elements to the Program's success.

The Company has not and does not make any warranties, guarantees, or representations, verbally or in writing, regarding the Client's performance, results, income, revenue, or success. The Client understands that due to the nature of the Program, the results experienced by each Client may vary. The Company does not make any guarantees other than that the Services offered in the Program shall be provided to the Client in accordance with the terms of the Agreement.

## **20. PHOTOGRAPH AND TESTIMONIAL RELEASE**

The Client grants the Coach the right, title and interest to share any and all communications, wins, screenshots of communications, or testimonials in connection with the Client's participation in the Program for the purposes of promoting and marketing the Program across social media, advertisements, the Coach's website, and to the Coach's future clients. The Client understands that he/she/they will not receive any compensation for use of his/her/their likeness, testimonial, or image. The Coach will make all reasonable efforts to conceal the identity of the Client, unless otherwise granted permission by the Client to share his/her/their name or identifying information.

**Updated February 17, 2023**