

YOUR COACH'S COMMITMENT TO YOU:

- To be present-minded and undistracted.
- To hold you in positive regard.
- To be on time and well-prepared.
- Not to judge you or your perception of the world.
- Not to force change on you, but instead offer awareness, choices and the tools to take action.
- To keep everything you share entirely confidential. (The only exception is if you share information that you intend to seriously harm yourself or others, in which case your coach is required by law to notify the relevant authorities.)

THE COACH/CLIENT PARTNERSHIP:

Coaching is a partnership focused on developing the client's awareness, thinking, and abilities in order to help them identify and achieve their personal and professional goals. During any and all sessions, the coach (Rose) will be direct and honest, and will encourage the client (you) to do the same. The success of said engagement depends upon both the coach's and the client's willingness to remain open and committed to the process.

HOW THE HAPPY AND AUTHENTIC™ STYLE OF COACHING WORKS:

Triantafillia Memisakis (a.k.a: Rose) uses a combination of solution-focused methods, cognitive behavioural approaches and mindfulness techniques with her clients. By utilising these services, the client enters into an agreement with Rose that they are responsible for creating their own results, following the program and completing the tasks and activities as outlined.

Rose's coaching, remedies, approaches and/or techniques are meant to supplement and *not to be a substitute for* professional medical consultation, care and treatment. Do not attempt to treat a serious ailment yourself without first gaining proper consultation from a qualified healthcare professional.

CONFIDENTIALITY:

Rose respects and upholds confidentiality values and laws. She will only release information with your written permission, a court order or legal subpoena. In addition, there are some situations in which she is legally obligated to breach confidentiality and contact local law enforcement and/or social services authorities in order to protect you or others from harm. These situations include:

- Child or elderly neglect or abuse.
- Self-harm or suicidal actions.
- Harm to others.

These situations rarely occur, and Rose would make every effort to discuss the breach of confidentiality with you before taking action. Rose will keep your client file (intake sheet, worksheets, notes and session correspondence) with the intention of undertaking future sessions, otherwise all files will be destroyed upon completion of any coaching session or package after a 365-day waiting period.

FEES:

Every session must be paid for prior to commencement. A requirement is that all payments be made via PayPal, credit card or wire bank transfer. Once payment is made, and a contract signed, it is deemed that you (the client) have read and agreed to all the terms and conditions set out in this agreement and the transaction is final and your session time confirmed.

Initial Here _____

APPOINTMENTS:

Please book all coaching sessions with Rose via email or the online booking form on the Happy and Authentic™ website. Please note that booking coaching sessions ahead of time will ensure you are accommodated with preferred time and days of the week. All sessions must be paid for prior to that session starting. In the event that Rose cannot make the session time due to illness or personal emergency, the payment for that individual session will be refunded only if the session cannot reasonably be rescheduled. Any rescheduling of an appointment made by the client must be organised at least twenty-four (24) hours before the planned date (see “Cancellation and Rescheduling Sessions” below).

CANCELLATION AND RESCHEDULING SESSIONS:

1. If the client needs to reschedule a coaching session, they should provide at least 24 hours' notice, in writing. Otherwise, that session will be considered completed within part of their package and the payments forfeited. In exceptional circumstances, Happy and Authentic™ may need to rearrange a coaching session; in these circumstances Happy and Authentic™ will reasonably endeavour to provide an alternative appointment to the client.
2. The client may terminate their coaching contract at any time in writing. Any monies owed by the client to Happy and Authentic™ at the time of cancellation will become due immediately. Refunds on payments made against future sessions will be at the discretion of Happy and Authentic™, judged on a case-by-case basis. No refunds need be given to clients for unused coaching sessions, in the event that the client chooses to cancel said sessions themselves, except at the discretion of Happy and Authentic™, as previously stated.
3. In exceptional circumstances, such as illness or unavailability due to bereavement, inappropriate behaviour by the client, actual or potential conflict of interest, or other reasons, Happy and Authentic™ may decide to terminate the service early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance, the client will be given reasonable notice of termination where practicable, and will be refunded any advance payments made for coaching sessions not yet provided, if they cannot reasonably be rescheduled.
4. There may be occasions when Happy and Authentic™ may recommend to the client that they seek an alternative service better suited to their current needs. In this event, Happy and Authentic™ will fully discuss the reasons for this recommendation with the client. It is the client's sole responsibility to decide whether to follow the recommendation and Happy and Authentic™ does not accept any liability for the outcome of any decisions the client chooses to make.

LIMITATION OF LIABILITY:

Whilst Rose is committed to act at all times in good faith, results are not guaranteed, and in the unlikely event of any dispute arising, Rose's liability is limited to the fees paid. Under no event shall Rose be held responsible for any adverse or other consequences, including but not limited to financial, personal, employment or other losses, arising out of decisions or actions the Client may make as a result of the Services provided by Happy and Authentic™ Happiness Strategy sessions.

LEGAL RESPONSIBILITY:

1. No person should rely on the contents of any of the information, products or services on this website or advice, products or services provided by Happy and Authentic™ without first obtaining advice from a qualified professional. No person should act on any information, products or services provided before they have formed their own opinion through investigation and research as to the suitability of the information, products or services for their circumstances.
2. While every attempt has been made to verify the information on this website and the product being sold, or services being rendered, neither the product owners, distributors, agents or publishers assume any responsibility for any error, inaccuracies, and or omissions or assume any responsibility or liability whatsoever on behalf of any purchaser or reader of these materials. Any

Initial Here _____

slight on people, organisations, companies or products are unintentional. The income statements and examples on this website are not intended to represent or guarantee that everyone will achieve the same results. Each individuals success will be determined by his or her desire, dedication, effort and motivation to work and follow the program. There is no guarantee or duplicate results stated here. You recognise any business endeavour has inherent risk for loss of capital.

3. Happy and Authentic™ and those offering its services or creating its products make no express or implied claims that you will make money as a result of following their advice and/or purchasing their services or products.
4. The service offered on this website is for educational and information purposes only. Check with your lawyer, accountant, or other professional advisor before using this information.
5. You agree that Happy and Authentic™ is not responsible for any success or failure that you or your business may experience as a result of any information presented or any products or services offered here, via video or at an Event.
6. You freely and of your own will risk any and all capital you may choose to spend implementing concepts outlined while using this service. You will do so with skill and common sense. You will not hold Happy and Authentic™, the presenters and/or affiliates liable or accountable in any way for any failure of the service to live up to your expectations.
7. Any perceived slight of specific people or organizations is unintentional.

Please note it is your responsibility to establish and abide by all legal requirements as far as all marketing material and advice that Happy and Authentic™ provides to you. If there are any areas of this policy that you are not comfortable with please advise Rose and do not sign the terms of service form.

WEBSITE:

The following terms and conditions govern all use of the Happy and Authentic™ website and all content, services and products available at or through the website (taken together, the "Website"). The Website is owned and operated by Triantafillia Memisakis ("Rose"). The Website is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies and procedures that may be published from on the Website by Rose (collectively, the "Agreement").

Please read this Agreement carefully before accessing or using the Website. By accessing or using any part of the Website, you agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the Website or use any services. If these terms and conditions are considered an offer by Rose, acceptance is expressly limited to these terms. The Website is available for viewing to individuals of any age, but the services are only available to those who are at least 18 years old. Clients 18 years or younger may only sign up with the express permission of their legal guardian.

PAYMENTS AND RENEWALS:

- **General Terms:** By selecting a product or service, you agree to pay Rose the mutually agreed-upon one-time, monthly or annual subscription fees (additional payment terms may be included in other communications). Subscription payments will be charged on a pre-pay basis on the day you sign up and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are only refundable under the express circumstances outlined in these Terms & Conditions.
- **Automatic Renewal:** When you sign up for on-going coaching or a coaching-by-retainer program, you agree to have your credit card or bank account charged on a recurring basis. This ongoing payment option gives you access to continual support during business hours until the point that such payments are cancelled. You can opt-out of this subscription at any time.

Initial Here _____

- **Fees and Payments:** By signing up for her Services, you agree to pay Rose the applicable fees. Applicable fees will be invoiced starting from the day your services are established and/or in advance of using such services. Rose reserves the right to change the payment terms and fees upon thirty (30) days prior written notice to you. Services can be cancelled by you at any time on seven (7) days written notice to Rose.
- **Once-Off Coaching:** According to company policy, payment for once-off coaching sessions must be received before the commencement of each session. The price does not include ongoing support. If you wish to gain access to follow-up email support, this will incur an additional 25% cost per week of support. If you would like this upgraded to video or voice support, then contact Happy and Authentic™ about booking On-Going Sessions or a 13-week program like The 90-Day Reset Challenge™.
- **On-Going Coaching Sessions:** Due to the discounted nature of this option (25% off each session), there is a strict three-session billing policy. This means that while partial payments are accepted, we require a payment for at least 3 (three) sessions prior to the commencement of each new three-session cycle. If you wish to switch to once-off coaching sessions, you may do so at any time. However, please be aware that this will result in reverting to the standard price per session. If you achieve your goals earlier than expected, you will not be refunded for any unused sessions. If you wish to reschedule any sessions you have already paid for, you must notify Happy and Authentic™ at least 24 hours prior to said session. Failure to do so will result in forfeiting that session. We cannot issue refunds for forfeited sessions. We apologize for any inconvenience. On-Going sessions include priority email and voice support.
- **The 90-Day Reset Challenge:** Due to the heavily discounted nature of this option (40% off each session), we adhere to a strict two-stage billing policy. This means that while partial payments are accepted, we require payment for half the program prior to the commencement of your first session and the rest before or at the halfway point. If you wish to switch to once-off coaching sessions, you may do so at any time. However, please be aware that this will result in reverting to the standard price per session. If you achieve your goals earlier than expected, you will not be refunded for any unused sessions. If you wish to reschedule any sessions you have already paid for, you must notify Happy and Authentic™ at least 24 hours prior to said session. Failure to do so will result in forfeiting that session. We cannot issue refunds for forfeited sessions. We apologize for any inconvenience. Programs like this one include priority email and voice support.
- **Support:** If your service includes access to priority email support, "Email support" means the ability to make requests for technical support assistance by email at any time (with reasonable efforts by Rose to respond within 24 hours), and "Priority" means that support takes priority over support for users of the standard or free Happy and Authentic™ services. All support will be provided in accordance with Rose's standard services, practices, procedures and policies.

RESPONSIBILITY OF WEBSITE VISITORS:

1. **Content Posted on the Website:** Rose has not reviewed, and cannot review, all of the material, including computer software, posted to the Website, and cannot therefore be responsible for that material's content, use or effects. By operating the Website, Rose does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The Website may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The Website may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Rose disclaims any responsibility for any harm resulting from the use by visitors of the Website, or from any downloading by those visitors of content there posted.
2. **Content Posted on Other Websites:** Rose has not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to

Initial Here _____

which Happy and Authentic™ links. Rose does not have any control over those websites and webpages, and is not responsible for their contents or their use. By linking to a non-affiliated website or webpage, Rose does not represent or imply that it endorses such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Rose disclaims any responsibility for any harm resulting from your use of non-affiliated websites and webpages.

3. **Partner Products:** By activating a partner product (e.g. books purchased via Amazon affiliate links) from one of our partners, you agree to that partner's terms of service. You can opt out of their terms of service at any time by de-activating the partner product.

COPYRIGHT:

This Website and information contains copyrighted material, trademarks, and other proprietary information. You may not modify, reproduce, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary or other Material. Your use of the Website grants you no right or license to reproduce or otherwise use any Rose, Happy and Authentic™ or third-party trademarks.

LICENSE:

All images, text, contents, products and scripts are licensed and never sold, unless otherwise stated. Reproduction is prohibited. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or transfer the licensed program or product, or any subset of the licensed program or product, except as provided for in this agreement or expressly in writing. Any such unauthorized use shall result in immediate and automatic termination of this agreement and may result in criminal and/or civil prosecution. Happy and Authentic™ reserves all rights not expressly granted here.

RESTRICTIONS ON USE:

You may use this site for purposes expressly permitted by this site. You may not use this site for any other purpose, including any commercial purpose, without Happy and Authentic™'s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this site, or (ii) frame this site, or (iii) hyperlink to this site, without the express prior written permission of an authorized representative of Happy and Authentic™. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site. You agree to cooperate with Happy and Authentic™ in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

VIRUS DISCLAIMER:

You understand that Happy and Authentic™ cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Happy and Authentic™ does not assume any responsibility or risk for your use of the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Company. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to

Initial Here _____

the exclusion of their own professional judgment. Information obtained by using this site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

Your use of this site is at your own risk. The Content is provided "as is" and without warranties of any kind, either expressed or implied. Happy and Authentic™ disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.

Happy and Authentic™ does not warrant that the functions or content contained in this site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or other harmful components. Happy and Authentic™ does not warrant or make any representation regarding use, or the result of use, of the content in terms of accuracy, reliability, or otherwise.

The content may include technical inaccuracies or typographical errors, and Company may make changes or improvements at any time. You, and not Happy and Authentic™, assume the entire cost of all necessary servicing, repair or correction in the event of any loss or damage arising from the use of this site or its content. Happy and Authentic™ makes no warranties that your use of the content will not infringe the rights of others and assumes no liability or responsibility for errors or omissions in such content.

All of the information in this site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this site, and Company does not undertake any obligation to update such information after it is posted or to remove such information from this site if it is not, or is no longer, accurate or complete.

INFORMATION YOU PROVIDE:

You may not post, send, submit, publish, or transmit in connection with this site any material that:

- You do not have the right to post, including proprietary material of any third party; advocates illegal activity or discusses an intent to commit an illegal act; is vulgar, obscene, pornographic, or indecent; does not pertain directly to this site; threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- Infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity; violates any law or may be considered to violate any law; impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this site;
- Solicits funds, advertisers or sponsors; includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications; disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via this site; includes MP3 format files; amounts to a 'pyramid' or similar scheme; disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or contains hyperlinks to other sites that contain content that falls within the descriptions set forth above.

Initial Here _____

Although under no obligation to do so, Happy and Authentic™ reserves the right to monitor use of this site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action or inaction by Company or such third party with respect to any submission.

UNDERSTANDING:

1. The terms and conditions above and below apply to all coaching and mentoring services provided by Happy and Authentic™ Happiness Strategy to any individual or organisation ("the client") and constitute the contract for the service to be provided by Happy and Authentic™ for the client. The term 'coaching' as here used covers life coaching, personal coaching, executive coaching and business coaching for clients and where applicable includes mentoring or supervision services provided for clients, coaches or others.
2. Coaching is not psychological counselling or any type of therapy, and should not be construed as such.
3. In return for the fees payable by the client (or by a third party on their behalf), Happy and Authentic™ agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).
4. The date that the first paid coaching session takes place shall be deemed to be the start date for the service. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions. The client will be required to sign a contract with Happy and Authentic™ at the commencement of coaching, but not for every coaching they receive thereafter. Their initial consent via the signing of this contract implies their consent to further coaching.

CLARITY AND STYLE:

1. Happy and Authentic™ will discuss with the client their preferred style of coaching. The client has the right to talk openly and candidly with their coach, and the client is encouraged to discuss any concerns they have with Happy and Authentic™ on any area of the coaching process. Happy and Authentic™ welcomes openness and honesty.
2. Feedback about the service is welcomed and can be given during a coaching session or by writing to Happy and Authentic™ via the contact form on the website.
3. Happy and Authentic™ continually strives to ensure the standard of service it provides to its clients remains high quality. At the end of the coaching process, or series of coaching sessions, the client may be asked to complete a feedback form. This is optional.

COACHING PROCEDURE:

1. The coaching schedule will be arranged between Happy and Authentic™ and the client and can be booked up to 12 months in advance. Happy and Authentic™ will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.
2. The number of coaching sessions will be agreed upon at the start of coaching between Happy and Authentic™ and the client, and confirmed by Happy and Authentic™ by email or written correspondence. Where no specific number is agreed sessions will be provided on a session-by-session basis. Due to the nature of coaching, the initial term usually recommended is 13 sessions. Full payment is due before the first session. Additional sessions can be booked thereafter.

Initial Here _____

3. The length of each session is usually one (1) hour but can be agreed upon between Happy and Authentic™ and the client at the commencement of the session.
4. Coaching will take place between the client and their coach face-to-face (venue decided by mutual agreement), via Skype (coach calls client), or by telephone (client calls coach). Where coaching takes place at a mutually agreed venue the client will be liable for any costs incurred by Happy and Authentic™ at that time. Unless otherwise agreed, the client is responsible for telephoning Happy and Authentic™ at the agreed upon times.
5. Happy and Authentic™ may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these tasks, but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes. Where possible, clients are requested to submit any information requested by Happy and Authentic™ relating to assignments at least 24 hours before the coaching session when they are to be discussed. Happy and Authentic™ will provide feedback on completed assignments during coaching sessions.
6. The client may contact Happy and Authentic™ by phone or email between sessions to share a success or seek clarification on a coaching issue only if they have paid for on-going support. Support between sessions is seen by Happy and Authentic™ as a necessary part of the coaching process. Happy and Authentic™ will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge, and no such charges will be imposed without the client's agreement.

MONEY-BACK GUARANTEE:

At Happy and Authentic™ we try and provide the best Happiness Strategy services and products possible. We aim for the highest standards of excellence while trying to keep everything simple, easy-to-understand and easy-to-use.

We guarantee that the services you purchase from us will be effective for the circumstances outlined in the product description. We have dedicated a lot of time and effort to ensure our services and products are suitable for the purposes described and our guarantee covers this.

Whilst we cannot guarantee you will do as well as other clients have before you, we are always willing to answer any questions you might have. Just click on the Contact Me link at the top or bottom of this page.

We understand that technical issues do arise from time to time, due to the online nature of these coaching sessions. It is our experience that most of these issues can be resolved relatively quickly and easily, when the client is willing to show cooperation and flexibility. However, if a technical problem prevents you from using any of our services or products and we cannot help you resolve it – then we will be more than happy to offer you a refund for any unused sessions. Refunds will not be issued in the event that the client simply refuses to accept the alternative communication options (Skype, Facetime, Phone, email, chat, etc.) that we suggest.

However, if you are seeking a refund because your circumstances have changed or you have simply changed your mind – you'll understand, this is not covered by our guarantee. It also does not cover you, if you had unreasonably high expectations that were not met. Happy and Authentic™ endeavours to clearly explain what is and is not within our abilities to offer and cannot issue refunds in the event that you misunderstood what was being offered.

To obtain a refund follow these 3 steps:

1. Contact us by email within 30 days of making your payment
2. Tell us why you want a refund, and (as long as it is within the parameters outlined above)
3. Give us the opportunity to make it right or correct the problem for you.

Initial Here _____

There will be no hassle and you will be happily taken care of. We want you to be happy and satisfied with our service and we hope you will tell your friends about us. If you are not happy, we hope you will let us know, so we can fix it!

GUARANTEE POLICY:

Your 100% participation and commitment to the coaching process is required. You are responsible for your own results and your coach is 100% committed to helping you achieve your desired goals. Happy and Authentic™ has a "30-day satisfaction guarantee" which means that your coach will do everything she can to assist your success, as long as you are committed to the process and try your best to follow your coach's suggestions.

However, if you are not completely satisfied, your coach will encourage you to tell her as soon as possible and together you can devise a plan to get the value you feel you paid for. You will be expected to give your coach a reasonable chance to solve the complaint in question. If the coach's efforts still do not have the results you expected, you will need to be able to prove to a mediating third party that your expectations were reasonable and yet were left unmet. As long as you are still within 30 days of your first session, you may request a full or partial refund of the amount paid until then. The amount refunded shall be up to the discretion of Happy and Authentic™, after taking into consideration the unique circumstances of your particular situation.

PLEASE SIGN HERE:

TODAY'S DATE:

Initial Here _____