

## Terms of Use Agreement - Instructor

**Read This Terms of Use Agreement Before Accessing Website.**

Effective Date: This Terms of Use Agreement was last updated on 07/01/2021.

This Terms of Use Agreement sets forth the standards of use of the ScheduleMyCoach, ScheduleTutor, ScheduleMyPT, ScheduleMyLesson, or ScheduleMyTrainer Online Service for Registered Instructors. By using the ScheduleMyCoach, ScheduleTutor, ScheduleMyPT, ScheduleMyLesson, or ScheduleMyTrainer website you (the "Instructor") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at [schedulemycoach.com](http://schedulemycoach.com) website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### 1. Description of Service

SMPT LLC is providing Instructor with Instructor Scheduling Online Services. Instructor must provide (1) all equipment necessary for their own Internet connection, including computer and networking equipment and (2) provide for Instructor's access to the Internet, and (3) pay any fees relate with such connection.

### 2. Disclaimer of Warranties.

The site is provided by SMPT LLC on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, SMPT LLC makes no representations or warranties of any kind, express or implied, regarding the use or the results of this web site in terms of its correctness, accuracy, reliability, or otherwise. SMPT LLC shall have no liability for any interruptions in the use of this Website. SMPT LLC disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties; therefore the above-referenced exclusion is inapplicable.

### 3. Limitation of Liability

SMPT LLC SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR SMPT LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THIS WEB SITE OR THE INFORMATION CONTAINED IN IT, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SMPT LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS IS INAPPLICABLE.

### 4. Indemnification

Instructor agrees to indemnify and hold SMPT LLC, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Instructor's use of the Service, the violation of this Agreement, or infringement by Instructor, or other user of the Service using Instructor's computer, of any intellectual property or any other right of any person or entity.

### 5. Instructors Account

All Instructors of the Service shall receive a password and an account. Instructors are entirely responsible for any and all activities which occur under their account whether authorized or not authorized. Instructor agrees to notify SMPT LLC of any unauthorized use of Instructor's account or any other breach of security known or should be known to the Instructor. Instructor's right to use the Service is personal to the Instructor. Instructor agrees not to resell or make any commercial use of the Service without the express written consent of SMPT LLC.

### 6. Modifications and Interruption to Service

SMPT LLC reserves the right to modify or discontinue the Service with or without notice to the Instructor. SMPT LLC shall not be liable to Instructor or any third party should SMPT LLC exercise its right to modify or discontinue the Service. Instructor acknowledges and accepts that SMPT LLC does not guarantee continuous, uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## 7. Third-Party Sites

Our website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Instructors to review said privacy policies of third-parties' sites.

## 8. Disclaimer Regarding Accuracy of Vendor Information

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While SMPT LLC makes every effort to ensure that the information on this website is accurate, we can make no representations or warranties as to the accuracy or reliability of any information provided on this website.

SMPT LLC makes no warranties or representations whatsoever with regard to any product provided or offered by any Vendor, and you acknowledge that any reliance on representations and warranties provided by any Vendor shall be at your own risk.

## 9. Governing Jurisdiction of the Courts Illinois

Our website is operated and provided in the State of Illinois. As such, we are subject to the laws of the State Illinois, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State Illinois.

## 10. Compliance with Laws.

Instructor assumes all knowledge of applicable law and is responsible for compliance with any such laws. Instructor may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Instructor further agrees

not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

## 11. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is ©2021 SMPT LLC.com, will all rights reserved, or is the property of SMPT LLC and/or third parties protected by intellectual property rights. Any use of materials on the website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of SMPT LLC is strictly prohibited. Instructors agree that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of SMPT LLC.

SMPT LLC™ and SMPT LLC.com™ are proprietary marks of SMPT LLC.com. SMPT LLC's trademarks may not be used in connection with any product or service that is not provided by SMPT LLC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits SMPT LLC.

All other trademarks displayed on SMPT LLC's website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with SMPT LLC.

## 12. Notification of Claimed Copyright Infringement

Pursuant to Section 512(c) of the Copyright Revision Act, as enacted through the Digital Millennium Copyright Act, SMPT LLC.com designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

SMPT

2400 E. Main St. #103-142

St Charles, IL. 60174

By Telephone:

331-901-0991

By Email:

legal@schedulemycoach.com

### 13. Botnets

SMPT LLC retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, SMPT LLC reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

### 14. Payment Terms

You authorize regularly scheduled charges to your credit card. You will be charged the amount indicated by the Plan you chose for the billing period. Plan details can be found on the "Manage Plans" page. A receipt for each payment will be provided to you and the charge will appear on your credit card statement. You agree that prior notification will be provided to you from us at least 2 days prior to the payment being collected. This notice will be listed on the "Billing" page and may be send via email.

Billing will be performed at the end of every month and charged to the default credit card on file for the user. If the default card is declined at time of billing, a secondary card, if on file, will be used to pay the charges. If no other card is on file other means of payment will need to be provided. If billing is not satisfied my the 10<sup>th</sup> the following month your account will be suspended and your scheduled sessions terminated.

I understand that this authorization will remain in effect until I cancel my account and my last billing is paid. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I acknowledge that the origination of Credit Card transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this Credit Card and will not dispute these scheduled transactions; so long as the transactions correspond to the terms indicated in the chosen Plan.

#### 15. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Terms of Use Agreement and any other agreements referenced herein may be assigned by SMPT LLC, in our sole discretion, to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Instructor. Instructor agrees that by accepting this Terms of Use Agreement, Instructor is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement