

YAFL Terms of Service

[esigcf7 formid="2088" field_id="your-name"] Your Amazing Financial Life Membership AGREEMENT

South Bay Financial Partners "Coach" and the person agreeing to these terms "Member" will collectively be referred to as the "Parties".

PURPOSE OF THE AGREEMENT

Member wishes to hire Coach to provide services relating to Member’s financial/life coaching needs, as detailed in this Agreement. Coach has agreed to provide such services according to the terms of this Agreement.

TERMS

SERVICES & PAYMENT

Package: Member chooses Coach’s **Your Amazing Financial Life** Membership package (Your Amazing Financial Life is also known as “YAFL”). Information will be general in nature with considerations that may apply to your specific situation.

Services: Coach shall provide Member with the following services on a monthly basis (“Services”):

- Unlimited access to the Your Amazing Financial Life (Known as YAFL) environment
- Access to other members (for advice, conversations, and community)
- **Access to the Coach (for questions and advice)**
- Advice and answers to questions
- Virtual events that provide a live group setting to provide tips and coaching along with Q&As.
- Investment education in a wide variety of investment types and strategies. For informational and educational purposes only.

Services will be provided until Member cancels their Membership package.

Coach encourages Member to be active. Member will get out of YAFL what is put into it. Ask questions, celebrate wins, share sorrows, help others by offering advice, congratulating their wins, and supporting them during their sorrows. **Always be generous, never be disrespectful.**

Delivery of Services: Coach will provide access to the YAFL environment primarily via internet to Member each month until Member cancels services.

Cost: The total cost ("Total Cost") for all Services is ~~\$49.99~~ **\$9.99** per month at the beginning of each month. Annual payment plans are also available. A surcharge is required for purchases through the Apple Store.

Collections: Coach reserves the right to collect any and all monies owed from Member by whatever means Coach deems necessary. Member shall pay for any costs Coach incurs to collect such costs, including reasonable attorney’s fees and collection agency costs.

PROTECTIONS & RELATIONSHIP

Copyright Ownership: In the event that any copyrighted work(s) are created or shared as a result of the Services provided by Parties in accordance with this Agreement, the contributing Party owns all copyrights in any and all work(s) it creates or produces pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by the Party who creates the materials and may be used in the reasonable course of each Party's business going forward. For example, if Coach shares a spreadsheet that Member utilizes, Member may not share, distribute, sell, or otherwise enjoy the privileges of said spreadsheet and copyrighted



material contained within the spreadsheet.

Trademark Ownership: Any and all trademarks, whether registered or unregistered, remain the property of the contributing Party.

Permitted Uses of Material(s): Coach grants to Member a non-exclusive license of product(s) produced with and for Member for personal use only so long as Member provides Coach with attribution reasonably visible on primary or related course materials or marketing collateral. In no event is Member allowed to share Coach’s materials with any third party without Coach’s express prior written permission.

Confidentiality: Parties will treat and hold all information of or relating to this Agreement, the Services provided, and the Parties’ information in strict confidence, and will not use any of this information except in connection with fulfilling the terms of this Agreement, and, if this Agreement is terminated for whatever reason, Parties will return all such information and will remain bound to the Confidentiality provision of this Agreement. Confidential information (“Confidential Information”) means information that is of value to its owner and is treated as proprietary or confidential including, but not limited to, intellectual property or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, Member acquisition strategies, advertising campaigns, information regarding executives and employees, and the terms and provisions of this Agreement.

Further, at all times neither Party shall use or disclose any Confidential Information relating in any way to the past, present, or future business affairs, conditions, members, customers, efforts, employees, financial data, operations, practices, products, processes, properties, sales, or services of or relating in any way to the Parties in whatever form to any parties outside of this Agreement.

This Agreement imposes no obligation upon the Parties with respect to any Confidential Information that was possessed before initial business interactions commenced between the Parties; is or becomes a matter of public knowledge through no fault of receiving Party; is rightfully received from a third party not owing a duty of confidentiality; is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or is independently developed by either Party without prior knowledge of privileged or Confidential Information.

LIMIT OF LIABILITY

Limited Liability: Coach, its officers, directors, employees, and agents shall not be responsible for any loss, claim, cost or liability incurred by reason of any independent act or commission by any broker, dealer, custodian or other third parties. However, the Coach may be responsible for any act or failure to act by a third party, if it was pursuant to the Coach’s instructions to the third party or involved a violation of applicable laws or breach of fiduciary duty. This provision only applies to independent acts by the third party.

Assumption of Risk: Member expressly assume any risk of Services and related activities as described in this Agreement. Member is under no obligation to act upon Advisor's recommendations.

Disclaimer: Member agrees and understands Coach is not providing the professional services of an attorney, accountant, nutritionist, therapist, or any other kind of licensed or certified professional. Should Member desire professional services that exceed the scope of this Coaching Agreement, Member must sign a letter of engagement of said professional services. No legal, accounting, nutritional, or other kind of professional advice will be given without entering into such a relationship via the letter of engagement referenced immediately above.

Guarantees: Coach cannot make any guarantees as to the results, including financial or other gains, of the coaching provided. Coach agrees to provide the Services listed in this Agreement in a reasonable and timely manner. Member agrees to take responsibility for Member’s own results.

CANCELLATION, RESCHEDULING, AND NO-SHOWS

Cancellation: If Member desires to cancel Services, they can do so at any time. Their subscription will be canceled as of the end of the current billing period.

Force Majeure: Notwithstanding the above, either Party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either Party that



materially affects the Services provided in this Agreement, including:

- 1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, or infestation); or
- 2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- 3. Any hazardous situation created outside the control of either Party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services: In the event Coach cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- 1. Immediately give Notice to Member via the Notice provisions detailed in this Agreement; and
- 2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
- 3. Excuse Member of any further performance and/or payment obligations in this Agreement.

GENERAL PROVISIONS

Governing Law: The laws of California govern all matters arising out of or relating to this Agreement, including torts.

Severability: If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Assignment: Neither Party may assign or subcontract any rights or obligations in this Agreement without proper Notice, unless otherwise provided in this Agreement.

Notice: Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent: [[[EMAIL]]]

Merger: This Agreement constitutes the final, exclusive agreement between the Parties relating to the Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment: The Parties may amend this Agreement only by the Parties' written consent via proper Notice.

Dispute Resolution: Any controversy or claim arising out of or relating to this contract, or the breach of this Agreement, will be settled by alternative dispute resolution (ADR) prior to a formal complaint. ADR includes arbitration or mediation administered by an authorized entity, such as the American Arbitration Association, in accordance with the Commercial [[[or other]]] Arbitration Rules. Any judgement on the award rendered by the arbitrator(s) or mediator(s) may be entered in any court having jurisdiction over this Agreement and related dispute resolution proceedings.

Headings: Headings and titles are provided in this Agreement for convenience only and will not be construed as part of this Agreement.

You have access to the Privacy Policy or South Bay Financial Partners ADV Part 1 and 2. These are also available at any time on the company website.

Signer Information:

Name: [esigcf7 formid="2088" field_id="your-name"]

Email: [esigcf7 formid="2088" field_id="your-email"]

My Goals Are:

[esigcf7 formid="2088" field_id="goals"]



Tara Unverzagt

X _____ X _____

Signed By Tara Unverzagt
Signed On: October 25, 2021



Signature Certificate

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Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.