

Terms and Conditions

Limitation of Liability

In providing any client with educational coaching or educational content covering common financial knowledge and/or making any financial recommendations, HopeFilled Financial Coaching will only be able to respectfully consider the information provided by the client and/or existing/historical financial information respectively. Except as may otherwise be provided by law, HopeFilled Financial Coaching will not be liable to clients who agree to these terms and condition for:

1. any loss that Client may suffer by reason of any recommendations made, educational information shared, or other action taken or omitted, by HopeFilled Financial Coaching in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in the best interest of the client would use;
2. any loss arising from HopeFilled Financial Coaching's adherence to Client's instructions barring a fully informed coaching/client relationship maintained in good faith or engagement with any educational discussion/material pertaining to topics outside the scope of coaching / unregulated financial education including but not limited to investments, real estate, taxes, and law;
3. any loss arising from any investment that Client holds or makes prior to or as a result of HopeFilled Financial Coaching providing educational or publicly published information covering common and general investment knowledge. Statements, facts, information, or discussions, be they verbal, recorded media, or in writing, provided by HopeFilled Financial Coaching should never be interpreted investment advice as Clients are responsible for their own assets, decisions, and seeking their own professional investment, real estate, tax, and legal advice from competent licensed professionals;
4. any act or failure to act by a Client's custodian, broker-dealer, or other third party;
5. any loss arising from a client's partial or total failure to follow HopeFilled Financial Coaching's recommendations;
6. any loss related to partial or complete understanding or misunderstanding of or from any and all educational material provided or produced by HopeFilled Financial Coaching in part or in full;
7. any loss resulting from Client's failure to facilitate or convey educational workshop/class materials under their responsibility or liability as described in specific workshop/class agreements;
8. any loss resulting from Client's failure to provide HopeFilled Financial Coaching with current, updated, and accurate information related to the financial circumstance; or
9. any loss caused by conditions and events beyond HopeFilled Financial Coaching's control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors, force majeure, and/or communications carriers.

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Nothing in this Agreement will give HopeFilled Financial Coaching any discretionary authority, including authority to direct any client cash or securities or to take possession of any client assets in any account(s). HopeFilled Financial Coaching will provide no paid advice to specific investing circumstances, investments, or asset allocation. No paid educational information or coaching interactions should ever be interpreted or understood by any Client to be or replace regulated financial advice provided by a competent, regulated, and licensed professional. To the extent any client desires to implement any interpreted financial recommendations or understanding originating from HopeFilled Financial Coaching, that Client shall be solely responsible for implementing those recommendations and shall assume full liability for any gains or losses resulting from their own actions. To the extent any client desires to make financial or investment decisions based on educational information obtained from HopeFilled Financial Coaching alone or in combination with outside sources, that client shall be solely responsible for the any and all results from those decisions.

Coaching Services

HopeFilled Financial Coaching acts as an educator on topics of personal/small business finance through individual coaching sessions, workshops, classes, and other content provided to Clients. HopeFilled Financial Coaching will take fundamental financial principles in combination with information provided by Clients in order to best provide coaching and educational services to clients. HopeFilled Financial Coaching services can include directly or indirectly: educating Clients about general financial priorities, recommending general financial goals and benchmarks, providing examples of materials and opinions for educational purposes, delivering in-person or web-based workshops or classes, meeting with clients to discuss financial goals and concerns, recommending and direct clients to professionals covering regulated financial services outside of HopeFilled Financial Coaching's purely educational scope, and helping clients achieve their goals through motivation and financial literacy – all provided and produced in good faith.

Many topics spanned by financial coaching academically overlap or relate with those regulated by state and local governments. By engaging in a coaching relationship, workshop, class, or discussion with HopeFilled Financial Coaching, Clients recognize that HopeFilled acts strictly as an educator when discussing general knowledge of topics that fall under the responsibility of state and federal regulation or the licensed area of study for another profession. Clients recognize that HopeFilled Financial Coaching is not regulated or licensed by any government entity but rather exists as an educator in financial literacy only. Clients and potential clients recognize that HopeFilled Financial Coaching does not employ nor acts as a lawyer, attorney, financial advisor, financial planner, tax professional, CPA, debt collector, banker, security salesman, investment broker, real estate broker, real estate agent, estate planner, estate attorney, accountant, software developer, insurance salesman, insurance broker, wealth manager, or anyone directly compensated by Ramsey Solutions / The Lampo Group, LLC or Aspen Business Group, LLC. Because of this fact, any and all discussions educating clients on topics covered by but not limited to the professionals above should never be interpreted as advice or recommendation regardless of the phrasing or context or timing of the educational content exchanged during but not limited to consultations, phone calls, paid appointments, unpaid discussions, follow-up calls, texts, emails, instant messaging, podcast productions, workshops, classes, and social media posts.

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Hold Harmless

To the fullest extent of the law, Client's shall indemnify, defend, and hold harmless HopeFilled Financial Coaching, its employees, agents, owner, and representatives from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the client's coaching relationship with HopeFilled Financial Coaching or any material produced by HopeFilled Financial Coaching.

No Services to Non-U.S. Persons

Client represents and warrants that Client is a U.S. citizen, a U.S. permanent resident, or has a valid U.S. visa and resides in the United States. HopeFilled Financial Coaching makes no representations or warranties regarding its compliance with laws or legal requirements of any non-U.S. jurisdiction. The paid services offered hereby are not being offered to, and are generally not available to, anyone located outside the United States, including U.S. citizens residing abroad.

Confidentiality

("HopeFilled Financial Coaching", "HopeFilled Financial Coaching Employees/Coaches", and "HopeFilled Financial Coaching Clients" are collectively referred to as "Parties" and individually as "Party" below)

The Parties are exploring the possibility of engaging or full engagement in one or more mutually beneficial coaching relationships or exchange in educational content (collectively, the "Coaching Relationship"). The Parties recognize that in the course of their discussions to further the Coaching Relationship, it will be necessary for each Party to disclose to the other certain Confidential Information (as defined below). Each Party desires to set forth the terms that apply to such Confidential Information. NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties shall
 - (i) use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood, from legends, the nature of such information itself and/or the circumstances of such information's disclosure, to be confidential and/or proprietary thereto or to third parties to which either of them owes a duty of nondisclosure (collectively, "Confidential Information");

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- (ii) take reasonable action in connection therewith, including without limitation at least the action that each takes to protect the confidentiality of its comparable information; and
 - (iii) with respect to any person to which disclosure is contemplated, require such person to execute an agreement providing for the treatment of Confidential Information set forth in clauses (i) through (ii). The foregoing shall not require separate written agreements with employees and agents already subject to written agreements substantially conforming to the requirements of this Section nor with legal counsel, certified public accountants, or other professional advisers under a professional obligation to maintain the confidences of clients.
2. Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or materials shall terminate as to any information or materials which:
 - (i) are, or become, public knowledge through no act or failure to act of such person;
 - (ii) are publicly disclosed by the proprietor thereof;
 - (iii) are lawfully obtained without obligations of confidentiality by such person from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same;
 - (iv) are independently developed by such person from sources or through persons that such person can demonstrate had no access to Confidential Information; or
 - (v) are lawfully known by such person at the time of disclosure other than by reason of discussions with or disclosures by the Parties.
3. All Confidential Information delivered pursuant to this Agreement shall be and remain the property of the disclosing Party, and any documents containing or reflecting the Confidential Information, and all copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the Effective Date, nor as granting any right with respect to the use or marketing of any product or service. The Parties shall use the Confidential Information only for the Coaching Relationship or as defined in subsequent and specific agreements.
4. As a violation by either Party of this Agreement could cause irreparable injury to the other Party and as there is no adequate remedy at law for such violation, the non-breaching Party may, in addition to any other remedies available to it at law or in equity, enjoin the breaching Party in a court of equity for violating or threatening to violate this Agreement. In the event either Party is required to enforce this Agreement through legal action, then it will be entitled to recover from the other Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

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5. Neither Party makes any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.
6. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.
7. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses provided upon request after the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.
8. This Agreement is to be governed by and construed in accordance with the laws of the State of Missouri. Neither Party shall be deemed to waive any of its rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.
9. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof, and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

The obligations of the Parties under this Agreement shall continue and survive the completion or abandonment of the Coaching Relationship and shall remain binding indefinitely after the Effective Date when these Terms and Conditions were accepted.