

## Terms of Service for Maestro™ WorkLife Coaching services

### Brief Overview of Terms:

- Acceptance of these Terms of Service are indicated and agreed to by the execution of the Maestro online purchase form.
- **Service Access Fee** is paid Month to Month and will begin on the 1st of the month following the execution of the agreement.
- Service is cancellable with 30 days notice to [info@worklife.org](mailto:info@worklife.org).
- Privacy: Information collected about you and/or your organization will not be sold and only be used to provide WorkLife™ content, products and services. Our full privacy policy may be found at the [WorkLife.org](http://WorkLife.org)

### Additional Terms for Organizations:

- Purchase of Maestro WorkLife Coaching services entitles client organization/church unlimited organizational ACCESS Rights to the Maestro™ WorkLife Coaching system portal and WorkLife community for their organization.
- Purchase of Maestro WorkLife Coaching services entitles client organization/church members **FREE MEMBERSHIP** to the Maestro WorkLife Community including access to the Maestro WorkLife Coaching system portal and all tools, and the right to receive twice weekly Maestro Coaching Sessions via email upon personal member registration.
- Purchase of Maestro WorkLife Coaching services entitles client to all Maestro Promotional and Educational Resources provided via an online promotion and education center located at [www.PromoteMaestro.org](http://www.PromoteMaestro.org). Use is subject to the Terms of Use found on the promotion site.
- Client will receive unique identification on tools in the following forms only: 1) Their Organization name on the “email FROM Name” for their weekly Maestro WorkLife Coaching Sessions and 2) their organizational name on the top banner graphic of their Maestro WorkLife Coaching Sessions.

### Full Terms of Service:

Access to and use of Maestro™ WorkLife Coaching System and other services (referred to below as Maestro WorkLife Coaching services) are provided by WorkLife, Inc. and are subject to the following terms.

1. By using the Maestro WorkLife Coaching services you agree to be bound by these terms, which shall take effect immediately upon your agreement and transaction for Maestro WorkLife Coaching services.
2. Organizations and individuals contracting for Maestro WorkLife Coaching services are responsible for the monthly electronic payments and keeping credit account expiration dates and other information current in Maestro payment system.

3. WorkLife, Inc. may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by WorkLife, Inc. Your continued use of Maestro WorkLife Coaching services after changes are posted means you agree to be bound by these terms as updated and/or amended.

### Maestro WorkLife Coaching services

4. Full access to Maestro WorkLife Coaching services is only given to clients that are paying a monthly **Service Access Fee**.
5. All Members of an organization/church paying a monthly **Service Access Fee** are entitled to FREE MEMBERSHIP to all Maestro WorkLife Coaching services and tools as well as the Maestro WorkLife Community.
6. Unless cancelled, the month to month service agreement will automatically be renewed. The service agreement can be cancelled by giving thirty (30) days written notice. This notice should be submitted to [info@worklife.org](mailto:info@worklife.org).
7. The membership and use of community by individuals within a client organization/church will stay in force even if sponsoring organization/church chooses to discontinue their ACCESS rights to Maestro system.

### Use of Maestro WorkLife Coaching services and tools

8. You may not copy, reproduce, republish, download, post, broadcast, transmit or otherwise use Maestro WorkLife Coaching services' content/tools in any way except for your own personal, non-commercial use. As a pastor or teacher you may copy the content for use with your own congregation or small group, unless it violates other laws regarding copyright. You also agree not to adapt, alter or create a derivative work from any Maestro WorkLife Coaching services content except for your own personal, non-commercial use. Any other use of Maestro WorkLife Coaching services content requires the prior written permission of WorkLife, Inc.
9. You agree to use Maestro WorkLife Coaching services and tools only for lawful purposes and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of Maestro WorkLife Coaching services. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within Maestro WorkLife Coaching services.

### Billing Category Determination

10. When registering, customer must choose pricing level based on type of membership desired, individual or organization. Organizations must further choose a pricing level based on the size of the registering organization. Organization size is defined as follows:
  - a. Churches – Average weekly attendance
  - b. Businesses – Number of employees
  - c. Faith Based Networks – Number of members
11. If the number of people served in the registered organization exceeds the limit for the current pricing level, the organization will be automatically converted to the next highest pricing level

on the first subsequent billing date and remain at that level until such time as the number of people being served requires another pricing change. "Number of people being served" is defined as the number of email addresses currently receiving the WorkLife Coaching Sessions by email.

### Terms for Free 30 Day Trial

12. Upon completion of registration using the promotional code "Maestro Free Trial" the registering client will enjoy all the benefits of Maestro WorkLife Coaching free for a 30 day period.
13. Cancellation requests must be sent in writing by email to info@worklife.org prior to the 30th day following completed registration to avoid charges to the registered credit card. The date of cancellation will be considered to be the date of the email.
14. Accounts not cancelled prior to the 30th day following registration will have the monthly fee charged to the registered credit card in the amount corresponding to the price level chosen at time of registration. This charge will occur on the 30th day following registration.
15. Accounts not cancelled prior to the 30th day following registration will be subject to the standard cancellation policy requiring 30 days notice.

### Disclaimers and Limitation of Liability

16. Maestro WorkLife Coaching services content, including the information, names, images, pictures, logos and icons regarding or relating to WorkLife, Inc., its products and services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law), including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
17. WorkLife, Inc. will not be liable for any damages, including indirect or consequential damages, or any damages arising from use or loss of use, data or profits, whether in contract, negligence or other tortious action, arising from or in connection with the use of Maestro WorkLife Coaching services.
18. WorkLife, Inc. does not warrant that functions contained in Maestro WorkLife Coaching services, tools, and content will be uninterrupted or error free, that defects will be corrected, or that Maestro WorkLife Coaching services or the server that makes it available are free of viruses or bugs.

### Intellectual Property

19. The names, images, logos and the full suite of promotional materials identifying Maestro WorkLife Coaching services, WorkLife, Inc. or third parties and their products and services are subject to copyright, design rights and trade marks of WorkLife, Inc. and/or third parties. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of WorkLife, Inc. or any other third party.

### Contributions to Maestro WorkLife Coaching content or services

20. Where you or any members are invited to submit any contribution to Maestro WorkLife Coaching system or tools (including any text, testimonies, photographs, graphics, video or audio) you agree, by submitting any contribution, to grant WorkLife, Inc. a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in WorkLife, Inc.'s Privacy Policy. If you do not want to grant to WorkLife, Inc. the rights set out above, please do not submit your contribution to Maestro WorkLife Coaching system.
21. By submitting your contribution to Maestro WorkLife Coaching content or services, you warrant that your contribution; is your own original work and that you have the right to make it available to WorkLife, Inc. for all the purposes specified above; is not defamatory; and does not infringe any law; and indemnify WorkLife, Inc. against all legal fees, damages and other expenses that may be incurred by WorkLife, Inc. as a result of your breach of the above warranty; and waive any moral rights in your contribution for the purposes of its submission to and publication on Maestro WorkLife Coaching system and the purposes specified above.

### Maestro WorkLife Online Communities (for Members)

22. You agree to use Maestro WorkLife Coaching Communities and tools (including Forums) in accordance with the following Rules:

Any Contributions must be civil and tasteful; No rude or abusive behaviour (flaming or trolling) - postings must be constructive and polite, not mean-spirited or posted with the intention of causing trouble; Unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable; No spamming; No advertising; No impersonation; Adopting an inappropriate user name (one that is vulgar, offensive, etc.) is also unacceptable;

You may not post any defamatory or illegal material of any nature in Maestro WorkLife Communities. This includes text, graphics, video, programs or audio. Posting a message with the intention of committing an illegal act is strictly prohibited.

You agree to only post materials to which you have the copyright or other permission to distribute electronically. You may not violate, plagiarise, or infringe on the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

Never reveal any personal information about yourself (for example, your telephone number, home address or email address).

If you fail to abide by these online community terms, you will be formally warned by email. This warning may also include a temporary suspension of your ability to participate in any or all of Maestro WorkLife Community areas. If after this warning you continue to breach these terms, you will be prohibited from using Maestro WorkLife Communities for an extended period of time.

If you post or send offensive or inappropriate content anywhere on or to Maestro WorkLife Communities and WorkLife, Inc. considers such behaviour to be serious and/or repeated, WorkLife, Inc. may use whatever information that is available to it about you to stop any further such infringements.

WorkLife, Inc. reserves the right to delete any posting, at any time, for any reason.

## General

23. If there is any conflict between these terms and specific terms appearing elsewhere on Maestro WorkLife Coaching services then the latter shall prevail.
24. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

These terms shall be governed by and interpreted in accordance with the laws of the United States.

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