

January 1, 2010



II. Anti-Spam Policy

Anti-Spam Policy Notice for www.thecollectiveheart.org

This Anti-Spam Policy Notice governs the use of the web page at and its associated services, web pages, domains and sub-domains, which are owned and operated by The Collective Heart ("Owner"). Wherever this Notice refers to "users" it means "you", while "we" or "our" refer to The Global Heart of Integrative Coaching and "Web Site" refers to www.thecollectiveheart.org.

This sets forth our policy with regard to the use of "Spam" marketing techniques in connection with Internet Marketing. In the event that we deem you to be in violation of these policies, we shall immediately revoke your rights and close any active account.

We have a strict policy against spamming. We forbid the sending of unsolicited mass Emails or unsolicited Emails of any kind in connection with the marketing of our programs, products and services.

We reserve the right to terminate your account and participation in our programs "for cause" if we deem you to be in violation of our anti-spamming policies. We also reserve the right to suspend your account and participation pending review upon receipt of any complaint or other evidence that you may be engaging in any spamming activity.

We consider spamming to be any activity whereby you directly or indirectly transmit email messages to any email address that has not solicited such email and does not consent to such transmission. We also consider spamming to constitute posting advertisements in newsgroups in violation of the terms of participation in such newsgroup, that are off topic, or in newsgroups that do not specifically permit advertisements. We also consider it spamming when advertisements are placed on message boards or in chat rooms when they are not permitted by the terms of participation in such message boards and chat rooms.

If you are "spammed" by anyone regarding our products, services, Web Site, or any other matters, please report this activity to The Collective Heart of Integrative Coaching by emailing us at info@thecollectiveheart.org. This e-mail address is being protected from spam bots, you need JavaScript enabled to view it. INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THE SERVICE, OR DOWNLOADED FROM THE SERVICE, OR ANY DELAY OF SUCH INFORMATION OR SERVICE. EVEN IF THE GLOBAL HEART OF INTEGRATIVE COACHING OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE COLLECTIVE HEART'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

The Collective Heart makes no representations whatsoever about any other web site which you access through this one or which may link to this Site. When you access a non-www.thecollectiveheart.org Web site, please understand that it is independent from www.thecollectiveheart.org, and that The Collective Heart has no control over the content on that Web site. In addition, a link to a www.thecollectiveheart.org Web site does not mean that The Collective Heart endorses or accepts any responsibility for the content, or the use, of such Web site.

3. Indemnification.

You agree to indemnify, defend and hold harmless The Collective Heart, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

4. Third Party Rights.

The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of The Collective Heart and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

5. Term; Termination.

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

6. Miscellaneous.

This Agreement shall all be governed and construed in accordance with the laws of United States applicable to agreements made and to be performed in United States. You agree that any legal action or proceeding between The Collective Heart and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in United States . Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. The Collective Heart's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to

modify any provision of this Agreement. The Collective Heart may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.