

Terms & Conditions

Services & Payment

Services. MindMentoring, LLC, shall provide Client with general & mindset coaching and education starting immediately upon signing of contract (herein known as "Services"): Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the program.

Delivery of Services. MindMentoring, LLC, will provide the service via Zoom, Phone, In Person, or whichever method the client and MindMentoring, LLC agree upon. All Services must be provided directly to Client unless otherwise specified in this Agreement.

Cost. The total cost ("Total Cost") for all Services can be paid in full or on a monthly payment plan. Payment will be completed by the last date of service (unless otherwise agreed upon), or client will be sent to collections to collect the rest of the payment. If payment is more than 7 days late, the Coach has the right to withhold future coaching sessions until invoices have been paid. Client's account will be placed on recurring payment subscriptions through the payment processor of the Coaches choosing, if a payment plan is selected for the services.

Recording/Redistributing of Calls : Client acknowledges that group coaching classes/calls may be recorded. Furthermore, client acknowledges that these recordings may be redistributed or resold at a later date as a part of a separate package sold by MindMentoring, LLC.

Expenses. Any expenses incurred by Coach while providing Client with Services will be invoiced to Client in a timely manner. Client is responsible for paying for and delivering any third party software licenses or products Client wishes Coach to utilize. At the Coach's discretion, Coach will make reasonable efforts to integrate Client's suggested software or products.

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

Late Fees. If MindMentoring, LLC, does not receive payment from Client within fourteen calendar days of any payment date, then Client's account will be sent to collections. Coach has the right to immediately disallow participation by Client until the payment is paid in full, including revoking access to modules, materials, and coaching calls. If Client has not paid within fourteen (14) days, Coach has the right to terminate the agreement.

Refunds. MindMentoring, LLC does not offer refunds in order to ensure that Client is fully admitted to the program and stands powerfully behind that commitment.

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 Client utilizes, Client 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 Client a non-exclusive license of product(s) produced with and for Client for personal use only so long as Client provides Coach with attribution reasonably visible on primary or related course materials or marketing collateral. In no event is Client 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' businesses 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, including account access information, and any and all copies to the original Party and will remain bound to the Confidentiality provision of this Agreement. Confidential information (herein "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, inventions, trade secrets or information, financial data or information, speculation, knowledge, general Company data or reports, future business plans, strategies, customer lists and information, client 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, clients, 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.

Relationship of the Parties. Coach and any related subcontractors are not employees, partners or members of Client's company or organization. Coach has the sole right to control and direct the means, manner and method by which the services in this Agreement are performed. Coach has the right to hire assistants, subcontractors or employees to provide Client with its Services. Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, taxes (including FICA), registrations or permits. Client is not responsible for paying for any benefits, Workers Compensation, insurance or unemployment fees to Coach.

Limit of Liability

In Person Events. Coach waives all liability for any in person events or retreats. By signing this agreement, you release any liability from the Coach and agree to take full responsibility in the sake that you or any extension of you incur any damage, injury, or losses as a byproduct of attending an in person event or retreat.

Indemnification. Client agrees to indemnify and hold harmless Coach, its related companies, parties, affiliates, agents, independent contractors, assigns, directors, employees and officers from any and all claims, causes of action, damages or other losses arising out of, or related to, the Services provided in this Agreement. In the case of in-person meetings or coaching, Client agrees to either secure a reasonable amount of insurance coverage to pay for any claims, causes of action, damage, attorney fees or other losses as a result of accident or negligence on behalf of the Parties to this Agreement, or if no insurance is secured, Client waives its right to directly or indirectly ask or force Coach to pay for any such damages.

Disclaimer. Client agrees and understands Coach is not providing the professional services of an attorney, financial planner, therapist or any other kind of licensed professional. Should Client desire professional services that exceed the scope of this Coaching Agreement, Client must sign a letter of engagement of said professional services. Coaching is not directive advice, counseling, or therapy. Coaching may include identifying goals, brainstorming, identifying resources, setting priorities, creating action plans, skills training, providing examples, visualizations, meditations, embodiment practices, etc.

Medical Disclaimer. The purpose and goal of the Coaching Program is to provide coaching services, mindset shifts, and strategies. Program and content contained within the Program is not to be considered medical advice, and nothing within the Program is intended to provide or act as a substitute for mental health treatment. There are no counseling or therapy-based elements to Program, and is not meant for those who are in need of (or think they may be in need of) counseling or therapy services. Client's enrollment into Program does not make him/her Coach's patient, and no therapist-patient relationship is being formed. Nothing contained within Program is intended to diagnose, cure, treat, or prevent any medical condition or disease, nor is it to be considered medical advice in any capacity.

Discontinuation of Program. Program does not provide any medical advice, treatment, or counseling/therapy services to Client. If at any point during Program, Coach believes Client to be in need of therapy treatment or other counseling services, Coach will advise Client of this, and offer to provide a referral to a licensed professional, if Coach knows of one in Client's geographical area or virtual sessions can be acquired. Client has the right to refuse this referral and ignore the recommendation; however, Client may be asked to discontinue use of Program for Client's own well-being, until such treatment can be provided. Should Client wish to disregard Coach's recommendation and wish to continue with Program, Client agrees to sign an additional waiver confirming this information. If Client has not completed Program at the time of discontinuation, reminder that no refunds are guaranteed per this agreement.

Voluntary Participation. Client understands and agrees that he/she is voluntarily choosing to enroll in Program and is solely responsible for any outcomes or results. While Coach believes in her services and that Program is able to help many people, You acknowledge and agree that MindMentoring, LLC is not responsible nor liable to Client should Client sustain any injuries, incur harm, or encounter any negative ramifications. Client agrees that he/she is fully responsible for his/her health and well-being, including participation in Program and any results therein.

Guarantees. MindMentoring, LLC , or "Coach" cannot make any guarantees as to the results, including monetary or other gains, of the coaching provided. Coach agrees to provide the Services listed in this Agreement in a reasonable and timely manner. Client agrees to take 100% responsibility for Client's own results. If you do the work and commit to the Program, I am confident you will create results. However, if you do not do the work, MindMentoring LLC cannot be held liable. By signing at the bottom of this document, you understand that there could be a risk of loss of capital and there is no guarantee that you will reach your goal as a result of participating in this Coaching Program and MindMentoring, LLC's statements about the outcome are the expression of her opinion only.

Release. Client agrees to assume all risks and no results are guaranteed related to Coaches Programs, Products, Services and Program Materials. These provide you with education and tools to help you make your own decisions for yourself. As such, you are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs, Products, Services and Program Materials. Client understands and agrees that:

- Every client and final delivery is different, with different tastes, budgets, and needs;
- Personal coaching and business coaching is a subjective service and Coach is a provider with a unique vision, with an ever-evolving style and technique;
- Coach will use its personal judgment to create favorable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with Coach's independent judgment or individual management style are not valid reasons for termination of this Agreement or request of any monies returned.
- Coach reserves the right to collect any and all monies owed from Client by whatever means Coach deems necessary. Client shall pay for any costs Coach incurs to collect

such costs, including attorney's fees and collection agency costs, in addition to payment for any services rendered to Coach.

Non-disparagement. The Parties mutually agree not to make public defamatory statements that would materially harm the reputation or business activities of any Parties to this Agreement. Both MindMentoring, LLC, and Client agree that neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's affiliates or employees and associates, will directly or indirectly, in any capacity, express, speak, verbalize, communicate in any other way or write, (or cause, encourage, solicit, support or participate), any remark, message, comment, information, communication, or declaration or other statement of any kind, whether verbal, electronically transferred or in writing, that might reasonably be construed to be critical of, or negative toward, the MindMentoring, LLC or any of its programs, affiliates, subsidiaries, employees, agents or representatives.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. MindMentoring, LLC, will be present for calls at the scheduled time of the call. Due to the nature of this program, additional calls will not be granted. If Client misses a group coaching call, they will be given access to watch the replay on the platform of the Coach's choosing. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Coach to render Services due to the fault of the Client or parties related to Client, such as failure of one or more essential parties to the course to provide support or documents in a timely manner, Client shall provide notice to Coach within 48 hours of session via the Notice provisions detailed in this Agreement. Coach reserves the right to cancel the call without rescheduling the call if Client proves to be uncoachable, no-shows the calls, or has more than 2 reschedules of the coaching call. Coach reserves the right to remove client from the programs if Client proves to be uncoachable, uncooperative, and/or displays inappropriate behavior during the calls that distracts the rest of the group or the Coach. Upon cancellation or unreasonable delay, all outstanding fees are immediately due and payable to Coach.

Termination of Contractual Agreement. If Client is unable to be coachable and is uncooperative, Coach shall provide Client notice immediately to terminate the contract. No refunds will be given. All outstanding fees are immediately due and payable to Coach.

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.

General Provisions

Governing Law. The laws of Delaware, United States 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.

Notice. Parties shall provide effective notice (“Notice”) to each other via email at the email addresses listed within the contract.

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. If the Parties cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then the Parties will make a reasonable attempt to resolve their dispute through Alternative Dispute Resolution or Mediation. The Parties agree that all disputes will be submitted for Arbitration by the American Arbitration Association, to be completed remotely or at an appropriate location of Coaches choosing.

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