

M.J. CARTER-WILLIAMS

LIFE & CAREER COACH

Coaching Program Terms & Conditions

Thank you for choosing M. J. Carter-Williams Coaching. This is your contract. Please read it carefully before clicking the Submit My Payment button, because you are making an important commitment to M.J. Carter Williams of MJCW, LLC.

The Basics

1. You are purchasing one of the following career coaching packages from MJCW, LLC. The pricing and package inclusions are outlined as follows.
 - a. The Strategy Hour Session - \$150
 - (1) 60 Minute Private Coaching Session
 - (1) Customized Plan
 - b. The Motivation Coaching Package - \$300
 - (2) 60 Minute Private Coaching Sessions
 - (1) Customized Plan
 - Up to (1) Voxer Message or Email Between Sessions
 - (1) Client Media Feature
 - c. The Clarity Coaching Package - \$600
 - (4) 60 Minute Private Coaching Sessions
 - (1) Customized Plan
 - Up to (2) Voxer Messages or Emails Between Sessions
 - Client Media Feature
 - d. The Resilience Coaching Package - \$1200
 - (8) 60 Minute Private Coaching Sessions
 - (1) Customized Plan
 - Unlimited Voxer Messages or Emails (during the duration of the package)
2. This Agreement, the Company Policies and Disclaimers, Facebook Group rules, Credit Card Authorization and Payment Plan Agreement are the entire agreement between us. These written documents supersede our prior discussions, emails, online or voice messages. By clicking "Submit My Payment", you agree that there is no information that you deem materially important to incorporate into this agreement.

Credit Card Authorization

1. By clicking "Submit My Payment", you authorize a payment in the amount of the package that you choose to be debited from your credit card.

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Payment Plan

1. If you choose a payment plan, you authorize automatic credit card payments at the frequency and amounts that you select during the checkout process.
2. If your scheduled automatic credit card payment is declined, your upcoming scheduled session will be cancelled and you will be expected to immediately contact MJCW, LLC to remit payment before scheduling a future session.
3. If you fail to contact MJCW, LLC to remit payment or make a payment arrangement within 15 days of the declined credit card payment, MJCW, will take the necessary action to collect the unpaid balance of the payment agreement.

The Scheduling Policies

1. To schedule your initial coaching session, you will be directed an online scheduling tool for available days and times after you click "Submit My Payment" during the checkout process. If you select a coaching package with multiple sessions, you will receive a scheduling link by email following your initial session to schedule the remaining sessions. There is no guarantee that our availability will match yours.
2. If you choose a payment plan, your sessions will be schedule based on the number of sessions included in the package and the frequency of your payments.
 - a. **The Strategy Hour Session (1 Session):** If you choose the Strategy Hour Session on the 2 weekly payments plan, your session will be scheduled after your 2nd payment is received.
 - b. **The Motivation Coaching Package (2 sessions):** If you choose the Motivation Coaching Package on a 2 monthly payment plan, your sessions will be scheduled monthly with the 1st session available to schedule immediately upon your 1st monthly payment during the checkout process and your 2nd session available to schedule after your 2nd monthly payment. If you choose the 4 weekly payments plan, your sessions will be scheduled biweekly with the 1st session scheduled after your 2nd weekly payment and your 2nd session scheduled after your 4th weekly payment.
 - c. **The Clarity Coaching Package (4 sessions):** If you choose the Clarity Coaching Package on the 2 monthly payments plan, you may schedule up to 2 sessions following your 1st monthly payment during the checkout process and the final 2 sessions after your 2nd monthly payment. If you choose the 4 weekly payments plan, your sessions will be scheduled weekly with the 1st session available to schedule immediately after your 1st weekly payment during the checkout

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process and your remaining 3 sessions following your remaining 3 weekly payments. If you choose the 8 weekly payments plan, your sessions will be scheduled biweekly with the 1st session available to schedule after your 2nd weekly payment, your 2nd session after your 4th weekly payment, your 3rd session after your 6th weekly payment and your 4th session after your 8th weekly payment.

- d. **The Resilience Coaching Package (8 sessions):** If you choose the Resilience Coaching Package on the 2 monthly payments plan, you may schedule up to 4 sessions following your 1st monthly payment during the checkout process and the remaining 4 sessions after your 2nd monthly payment. If you choose the 4 weekly payments plan, your sessions will be scheduled weekly with the 1st session available to schedule immediately after your 1st weekly payment during the checkout process and your remaining 7 sessions following your remaining 3 weekly payments. If you choose the 8 weekly payments plan, your sessions will be scheduled weekly with the 1st session available to schedule immediately after your 1st weekly payment during the checkout process and your remaining 7 sessions following your remaining 3 weekly payments.
3. If you do not attend at the scheduled day and times, your session is forfeited.
4. If you must cancel or reschedule, you must do so at least 3 days in advance, or your session will be forfeited.

Not Included in Coaching Packages

1. Services. Done-for-you services of any kind are not included.
2. Ownership of Written Materials. As a participant, you will have one license to view written materials provided by MJCW, LLC. You do not have ownership of this information, which is protected by federal copyright laws. Some of the information is also protected by a contractual license between the provider and MJCW, LLC. You may not copy, re-engineer, distribute, or otherwise provide access to this information to any other person, for free or paid, without express written consent of MJCW, LLC, which it may withhold for any reason, and purchase of a license (prices start at \$2,500.00).
3. Results Not Guaranteed. You are receiving a space in the program, support and guidance, *but not* guaranteed results from participating in the program.
4. Confidentiality. MJCW, LLC cannot guarantee confidentiality. Do not share any confidential and proprietary information which may harm your business or personal interests if repeated, copied, or otherwise transmitted and/or implemented by a third party.

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Additional Legal Terms

1. There is a **NO REFUNDS** policy.

By clicking "Submit My Payment" you acknowledge that no one has represented to you that refunds are available. Even if you cannot participate for any reason, you will continue to be billed according to the schedule in Section 1 of this Agreement through the end of the Term. MJCW, LLC considers this policy a material inducement to entering into this Agreement and would not have done so unless this No Refunds policy were included. If you initiate a chargeback, MJCW, LLC may issue an additional \$250 fee to you.

2. **Disclaimer of Warranties.**

Participant understands the coaching packages is offered on an "as-is, where-is" basis, without any implied or express warranty as to its performance or to the results that may be obtained by using the program. This limited warranty is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation.

3. **If we get sued due to something you did:**

You agree to indemnify, defend and hold harmless MJCW, LLC, its affiliates, successors and assigns from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to any activity, work, or other thing done or permitted to be done by you where such liability arises from negligence on your part or the violation of this Agreement. This includes any liability arising from breach of confidentiality by any party.

4. **Damages are limited under this Agreement.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS, LOSS OF OPPORTUNITY COST, LOSS OF PROFITS AND THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. DAMAGES, INCLUDING ATTORNEY'S FEES AND COSTS, ARE LIMITED TO THE AMOUNT PAID UNDER THIS AGREEMENT.

5. **No Professional Advice.**

The Company does not engage in the rendering of legal or other professional services. You acknowledge that you will make your own decisions before acting on any information gained from this program. It is further understood that before you utilize any techniques suggested by this program, you should consult licensed professionals as applicable.

6. **No Guarantee of Results; Risk of Loss.**

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Results from the group program are greatly dependent upon individual decisions, abilities, and other factors outside Company's control, and the Company makes no guarantees or warranties that information provided to you through the Program will provide results.

8. MJCW, LLC can end your participation in the program.

Company may determine, in its sole discretion and without requiring disclosure of the reason, that the relationship under this Agreement must terminate. In this circumstance, Company will provide a refund to you.

9. Louisiana law governs this Agreement, and it will be enforced by either party in Louisiana.

This Agreement will be governed by Louisiana law, without regard to its conflicts of law principles. I understand and agree that I submit to the personal jurisdiction and venue of this state and agree that any legal proceeding commenced shall take place in Baton Rouge, Louisiana.

10. No Assignment; No oral waivers or modifications.

This Agreement may not be assigned to any other party. Its requirements may not be waived or modified except in writing signed by the Company.

11. Electronic Signatures and Other Documents.

You agree that your electronic signature is valid and binding evidence of your assent to the terms of this Agreement. You agree to sign additional documents which may be necessary to complete the material purpose of this Agreement, including without limitation, payment authorizations.

12. No relationship.

The parties hereto expressly understand and agree that they are not employers or employees, principals and agents, or partners or co-venturers in the performance of each and every part of this Agreement, and they remain solely responsible for all of their respective employees and agents.