

M.J. CARTER-WILLIAMS

CAREER COACH | HR EXPERT

Human Resource Coaching Program Terms & Conditions

Thank you for choosing M. J. Carter-Williams Human Resource 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 limited number of places MJCW, LLC offers in the Resilient Human Resource Professional Coaching Program
2. The Price is \$1500 (US Dollars), payable up front or \$1700 in installments of one of the two payment plans.
 - 4 weekly payments of \$425
 - 8 weekly payment of \$212.50
3. 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.

This is What the Program Includes

1. **Eight 60 Minute 1-on-1 Coaching Sessions:** The program includes eight (8) one-one coaching sessions during the program term, to be conducted virtually (via Zoom or appropriate means). Your attendance is critical for the success of this program and there are limited times available. Therefore, please make your best efforts to make our available days work. You will receive a scheduling link once your payment is received. The purpose of the one-on-one coaching sessions is to provide you with direct support and guidance on implementing your Human Resource development or promotion strategy. All coaching sessions must be used during the Program Term or they are forfeited, and all calls are subject to our business policies regarding coaching session scheduling and cancellation.
2. **A Customized Human Resource Basics, Leadership or Promotion Strategy:** During your initial session, M.J. Cater-Williams will collect information to determine your program goal, challenges and strategy. Your personalized strategy will be emailed to you after your initial session considering that you are able to provide the necessary information. If you are unable to provide the

M.J. CARTER-WILLIAMS

CAREER COACH | HR EXPERT

necessary information during your initial session, M.J. will make every effort to collect the necessary information in the next session.

3. **Up to 4 Mock HR Communication Exercises:** To improve your verbal and interpersonal communication, up to 4 HR communication exercises will be conducted during your one-on-ones based on your goal.
4. **Eight Weeks of Voxer Support:** During the Program Term, leave voice messages with your questions for M.J. Carter-Williams on the Voxer app, available for Android and iPhone. You'll get a response specific to your business within three (3) business days.
5. **Two Client Media Features:** The program includes 2 optional media features on the M.J. Carter-Williams website and social media platforms to showcase your progress.

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.

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 to 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 scheduled based on the number of sessions included in the package and the frequency of your payments.
 - a. **4 Weekly Payments:** If you choose the 4 weekly payments plan, your sessions will be scheduled weekly with the 1st session available to schedule immediately

M.J. CARTER-WILLIAMS

CAREER COACH | HR EXPERT

after your 1st weekly payment during the checkout process and your remaining 7 sessions following your remaining 3 weekly payments.

- b. **8 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.

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

M.J. CARTER-WILLIAMS

CAREER COACH | HR EXPERT

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.

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.

M.J. CARTER-WILLIAMS

CAREER COACH | HR EXPERT

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.