

# Johnna Danielle Coaching Terms and Conditions

Last updated: September 20<sup>th</sup>, 2021

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the <http://www.johnnadanielle.com> website) the “Service” also referred to as “Site” meaning the “website”.) operated by Johnna Danielle (“us”, “me”, “we”, or “our”).

By accessing or using the Service (website) you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service (website).

You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

The Site is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Site. Parents/guardians are welcome to contact Johnna for information on coaching their minors.

The terms and conditions below apply to all coaching, masterminds, courses, trainings, and mentoring services provided by Johnna Danielle (“the coach”), to any individual or organization (“the client”) and constitute the contract for the service to be provided by Johnna Danielle for the client. The term ‘coaching’ as here used covers life coaching, career coaching, personal coaching, personal development, leadership training, executive coaching and business coaching for clients and where applicable includes mentoring or supervision services provided for clients, coaches or others.

Coaching is not a substitute for professional mental health care or medical care.

## **Availability, Errors, and Inaccuracies**

We frequently update products and services on the Service. We may experience delays in updating information on the Service and in our ads on website. The information found on the Service may contain accidental errors or inaccuracies and may not be complete or current. Products and services can be mispriced, described incorrectly, or no longer available on the Service and we can’t guarantee the accuracy or completeness of any information on the Service.

We therefore reserve the right to change and or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

## **Links to other websites**

Our Service may contain links to third party websites or services that are not owned or controlled by Johnna Danielle Coaching. Johnna Danielle Coaching has no control over, and

assumes no responsibility for the content, privacy policies, or practices of any third party websites or services. We strongly advise you to read the terms as well as privacy policies of any third party websites or services that you visit.

## **Indemnification**

You agree to defend, indemnify, and hold harmless Johnna Danielle Coaching and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

## **Coaching Disclaimer**

In committing to life coaching with me, you acknowledge the following:

- You understand that the coaching services you will be receiving from your Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. You also understand that your Coach is not acting as a mental health counsellor or a medical professional.
- You understand and agree that you are fully responsible for your well-being during your coaching sessions and subsequently, including your choices and decisions.
- You understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and you will not use it in place of any form of therapy.
- You understand that all comments and ideas offered by your Coach are solely for the purpose of aiding you in achieving the defined goals you create with your Coach. You have the ability to give your informed consent, and hereby give such consent to your coach to assist you in achieving such goals and understand that **results are not guaranteed.**
- You understand that to the extent our work together involves personal development, career or business, your Coach is not promising outcomes included but not limited to personal introspection, increased personal happiness, career progression, profitability and/or business success.

## **Data Protection**

You understand that your Coach will protect your information as confidential unless you state otherwise. If you report child abuse, elder abuse or neglect or threaten to harm yourself or someone else, you understand that necessary actions may be taken, and your confidentiality agreement may be limited in this capacity. Furthermore, if your Coach is ordered by a court to provide information or to testify, she will do so to the extent the law requires.

### **Data Security**

You understand that the use of technology is not always secure, and you accept the risks of confidentiality in the use of email, text, phone, WhatsApp, Skype, Voxer, Zoom, social media platforms, and any other technology.

### **Waiver**

You hereby release, waive, acquit and forever discharge your Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by your Coach as a result of the advice given by your Coach or otherwise resulting from the coaching relationship contemplated by this agreement.

You further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to you to sign this agreement. This agreement shall bind your heirs, executors, personal representatives, successors, assigns, and agents.

### **Terms & Conditions**

The coaching schedule will be arranged between the Coach and the client and can be booked in advance. Johnna will recommend the frequency of coaching sessions based on a professional assessment of the client's requirements. This recommendation, or plan, is not binding and may be altered and adjusted throughout the coaching journey by mutual agreement, in accordance with the terms set out in this agreement.

Where no specific number is agreed, sessions will be provided on a session by session basis.

In return for the fees payable by the client (or by a third party on their behalf), Johnna agrees to provide the service as described below and in accordance with the terms and conditions set out below. The client agrees to pay fees for the service on the terms and conditions set out below (in situations where a third party pays the fees, the third party counts as an agent acting on behalf of the client).

The date that the first coaching session takes place shall be deemed to be the start date for the service. Where any client is unhappy with any of the terms and conditions they can contact Johnna to discuss any concerns and see if they can be resolved before the first coaching session. Participation by any individual in the first coaching session constitutes acceptance of these terms and conditions.

### ***Format of Sessions***

Sessions are either by telephone direct, ZOOM video and audio, FaceTime audio, WhatsApp audio, and in person on occasion when mutually agreed to. In all cases the client is responsible for calling the coach. The coach is open to other formats by mutual agreement. Johnna is responsible for ensuring that she is available for consultation at agreed times.

The length of each session is set between the client and coach at the time of the consultation or before the first session takes place. Sessions range from 30-90 minutes with the most common time frame scheduled at 60 minutes. Sessions may run over by mutual agreement and paid for retrospectively, but only if the Coach has no commitments immediately following the session.

### ***Session Fees***

Johnna's current fees are made clear at the time of booking as well as in the agreement the client signs prior to the first coaching session. She reserves the right to change these from time to time. Any payments for sessions paid in advance are honored even if prices have risen between the point of booking and the time of session.

### ***Dates and Times of Sessions***

The date and time of the first session and any subsequent session will be scheduled via Calendly, text, Voxer, and occasionally email.

Johnna asks for a 24 hour cancelation notice via text or you will be charged for the session or one of your package sessions will be used. She asks you limit the frequency of rescheduling to the best of your ability. No shows result in the loss of that session for the client.

### ***Payment Terms***

Payments are made using a debit or credit card online via the invoice Johnna sends using PayPal or QuickBooks.

Receipts and/or invoices are available, and where receipts are requested by the client, they will be sent by e-mail.

Fees are payable in advance of each coaching session unless otherwise agreed. Where payment has not been received by Johnna in advance of a coaching session Johnna is not obliged to provide the session.

### ***Refunds***

Payments are non-refundable and there are no refunds or credits for partially used periods.

At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one

instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

### ***Between Sessions***

Johnna may assign the client tasks or exercises to complete between coaching sessions. There is no obligation on the client to complete these items of 'homework', but not doing so may slow the client's progress in gaining improved quality of life or achieving desired business or personal outcomes.

The client may contact Johnna by Voxer or e-mail between sessions to seek clarification regarding anything arising from a coaching session or for administrative purposes (e.g. where a client needs to rearrange a coaching session or make a payment). Additional coaching can also be provided between sessions but there will be an additional charge for this. Johnna will always advise a client in advance if the nature of a client's contact is likely to incur an additional charge and no such charges will be imposed without the client's agreement.

### ***Rearranging Sessions***

If a client needs to rearrange a coaching session, they should provide at least 48 hours notice. No refunds will be given to clients for unused coaching sessions unless 48 hours notice has been given. In exceptional circumstances Johnna may need to rearrange a coaching session. In those instances he will also give the client 48 hours notice where practical.

Where a client pays for a session or sessions in advance they must have the coaching session(s) that they have paid for within 6 months of the payment or their fee is forfeited.

### ***Confidentiality***

Personal information or business information supplied by clients in coaching sessions will be treated as confidential. It will not be disclosed to a third party without the client's prior permission, save where required by law or where action might be necessary to prevent harm to the client or someone else.

### ***Early Termination***

In exceptional circumstances, such as illness or unavailability due to bereavement or other commitments, inappropriate behavior by the client, actual or potential conflict of interest, or other reasons, Johnna can decide to terminate the service to the client early or refuse or be unable to provide further coaching sessions to the client. In such a circumstance the client will be given reasonable notice of termination by Johnna where practicable and will be refunded any advance payments made for coaching sessions not yet provided.

### ***Responsibilities***

Johnna will seek to enable the client to improve their quality of life or level of business success and to achieve their desired outcomes. Remarkable results can be achieved where clients follow a clear plan in a committed way. However, the client has sole responsibility for taking important decisions in their life or business. Johnna has no liability for any loss incurred by any client, whether financial or otherwise, following commencement of coaching sessions, or for any perceived failure by the client, whether justified or otherwise, to achieve a material improvement in trauma recovery, quality of life, career or business or to achieve their desired outcomes or goals.

## **Intellectual Property**

The Service and its original content, features, functions are all and will remain the exclusive property of Johnna Danielle Coaching. The Service is protected by copyright and laws of both the United States and foreign countries.

## **RESPONSIBILITIES**

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## **USER REPRESENTATIONS**

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Site through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **PRODUCTS AND SERVICES**

All products and services are subject to availability. We reserve the right to discontinue any products and services at any time for any reason. Prices for all products and services are

subject to change.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
3. Use a buying agent or purchasing agent to make purchases on the Site.
4. Use the Site to advertise or offer to sell goods and services.
5. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
6. Engage in unauthorized framing of or linking to the Site.
7. Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
8. Make improper use of our support services or submit false reports of abuse or misconduct.
9. Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
10. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
11. Attempt to impersonate another user or person or use the username of another user.
12. Sell or otherwise transfer your profile.
13. Use any information obtained from the Site in order to harass, abuse, or harm another person.
14. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.
15. Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
17. Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
18. Delete the copyright or other proprietary rights notice from any Content.
19. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
20. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or

modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.

21. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats (“gifs”), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as “spyware” or “passive collection mechanisms” or “pcms”).

22. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.

23. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.

24. Use the Site in a manner inconsistent with any applicable laws or regulations.

## **COMMUNICATIONS**

By submitting any form on the site that provides us with your email address and/or phone number, you agree to receive messages in the form of email, text, or phone calls from Johnna Danielle Coaching

## **CONTACT US**

If you have any questions regarding use of the Site, please email us at [johnnadaniellecoaching@gmail.com](mailto:johnnadaniellecoaching@gmail.com)

You are also welcome to discuss any questions or concerns directly with Johnna on scheduled calls.

