

JESSICA O'KANE COACHING TERMS & CONDITIONS OF PURCHASE

Last Modified: September 24, 2025

These Terms & Conditions of Purchase (the "Terms") govern your access to and use of services provided by **Jessica O'Kane Coaching & Advisory Services** (the "Company", "we", "us"). By completing your purchase and checking the box acknowledging these Terms, you ("Client", "you") agree to be bound by the following:

1. SERVICES

The Company agrees to provide you access to the Service, Program, Course, or Digital Product you are purchasing ("Services"), as described on the checkout page. The scope of Services is limited to those explicitly listed; additional services require a separate agreement.

2. TERM

This Agreement begins on the date of Client's registration and continues for the stated program term. Any extension or modification must be in a writing signed by both Parties.

3. EARNING DISCLAIMER

Jessica O'Kane Coaching & Advisory Services cannot provide any guarantees regarding results or earnings associated with our Services, Programs, Courses, or Digital Products. Although there are successful clients and students, including those who have provided testimonials, their results may not be typical for everyone and they are not intended to guarantee, promise, represent and/or assure that you will achieve similar results from the Services, Programs, Courses, or Digital Products. Each person's success and results depends on many factors, including dedication, desire, action, and motivation. The client accepts the risk of not achieving any results (or less than desirable results) from participating in the Services, Programs, Courses, or Digital Products.

4. PURCHASING AGREEMENT

The Client agrees they are responsible for paying for the Service, Program, Course, or Digital Product in full.

5. PAYMENT TERMS

- **Non-refundable:** All payments are final and non-refundable.
- **Installments:** If you select an installment plan, you are responsible for completing all scheduled payments, regardless of participation or completion.
- **Authorization:** You authorize the Company to automatically charge your designated payment method for all fees due.
- **Failed Payments & Late Fees:** If any installment is not received within seven (7) days of its due date, a late fee of **\$50 for each month (or part thereof)** that the balance remains unpaid may be applied until payment is made in full. All Services, including coaching calls, community access, and materials, will be paused until payment is received in full. If payment remains unsettled after fourteen (14) days, the **entire remaining balance becomes immediately due** and the Company may pursue lawful collection. The Client is responsible for **reasonable collection costs**, including legal fees.

- **Chargebacks:** You agree to contact the Company to attempt good-faith resolution before initiating any chargeback. The Company may provide proof of your acceptance of these Terms to your card issuer.

6. REFUND & CANCELLATION POLICY

Due to the intimate nature of this work and limited spots available, to the extent permitted by applicable law, **all sales are final**. Nothing in these Terms limits your non-waivable statutory rights. No refunds will be issued for any reason whatsoever, including change of mind, personal circumstances, or lack of participation. By entering this Agreement, the Client acknowledges and agrees to the no-refund policy and accepts full responsibility for all agreed-upon payments, regardless of participation or completion of the program.

The Company is committed to delivering the full scope of Services outlined and upholding a high standard of delivery throughout the Term. The Company disclaims any liability for the Client's reliance on any opinions, teachings, or advice expressed throughout the duration of the Service, Program, or Digital Product. You accept full responsibility for your own outcomes, decisions, and implementation of the material provided.

7. CLIENT RESPONSIBILITIES

Your results depend on your commitment. The Company does not guarantee success, earnings, or specific outcomes. You are responsible for:

- Completing the work and practices provided.
- Showing up to calls or sessions on time.
- Honouring confidentiality of group settings (if applicable).

You represent that you are at least **18 years old** and have the legal capacity to enter this Agreement.

8. CONFIDENTIALITY & INTELLECTUAL PROPERTY

During the course of our work together, you may have access to materials, strategies, processes, or information that is proprietary to the Company ("Confidential Information"). This may include, but is not limited to: coaching tools and materials, program content, pricing, marketing strategies, client lists, and other business information that is not generally known to the public. You agree to keep such information strictly confidential and to use it only for your personal participation in the Services.

You may not copy, disclose, share, or distribute any Confidential Information without written permission from the Company. You agree to notify the Company immediately if you become aware of any unauthorized use or disclosure.

Separately, the Company agrees to protect the confidentiality of your personal and business information shared during the course of Services, except where disclosure is required by law.

In group containers, the Company cannot guarantee other participants will maintain confidentiality; the Client shares at their discretion. The obligations in this section **survive termination**.

'Lifetime access' refers to the lifetime of the program platform, not the Client's lifetime. Access may be discontinued or migrated with reasonable notice.

9. TESTIMONIALS & USER CONTRIBUTIONS

By submitting testimonials, comments, or other feedback, you grant the Company permission to use them for marketing or promotional purposes, unless you notify us in writing otherwise.

10. BOUNDARIES & COMMUNICATION

The Company's general business hours are Tuesday to Friday, 10 AM - 4 PM Eastern. Messages received outside these hours, on weekends, or holidays may be responded to during the next business day.

Sessions may be recorded. By participating, you consent to recording for delivery and quality purposes. You may request anonymization in distributed materials.

Sessions cancelled within 24 hours or missed without notice are forfeited.

11. DISCLAIMERS

No Professional Advice: Jessica is not a psychologist, psychiatrist, or counselor. The Services do not include any professional financial, legal, medical, or psychological services or advice. The Services do not claim to cure or treat any mental health or medical conditions. The Client is responsible for their own physical, mental, and emotional well-being, decisions, actions, and results. Services are educational and coaching in nature.

Earnings Disclaimer: Any examples of client results or income are illustrative only and not guaranteed.

As-Is Basis: Services are provided "as is" and without warranties of any kind, express or implied.

12. RISK & RESPONSIBILITY

By purchasing and participating in Services, you acknowledge that coaching involves personal development and risk. You assume full responsibility for your decisions, actions, and results. You release the Company from liability for outcomes related to your participation.

13. INDEMNIFICATION

The Client assumes full responsibility for any actions they take in their personal and professional life. To the maximum extent permitted by law, the Client agrees to indemnify, defend, and hold harmless the Company, its affiliates, contractors, employees, and representatives from and against any and all claims, demands, losses, damages, liabilities, penalties, expenses, and reasonable legal fees arising out of or related to: (a) the Client's participation in or use of the Services; (b) the Client's breach of this Agreement; or (c) the Client's violation of any law or rights of a third party. This indemnification obligation survives the termination or expiration of this Agreement.

14. FORCE MAJEURE

The Company is not liable for failure to perform due to circumstances beyond its control (e.g., acts of God, strikes, government orders, global pandemics, or power/internet outages).

15. DISPUTE RESOLUTION

If a dispute arises, the Parties agree to first attempt to resolve it informally. If unresolved, the Parties agree to engage in mediation in Nova Scotia, Canada, before pursuing further legal action.

16. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein. Any disputes shall be subject to the exclusive jurisdiction of the courts of Nova Scotia.

17. LIMITATION ON CLAIMS

Any claim arising out of or relating to these Terms must be brought within one (1) year after the cause of action accrues, otherwise it is permanently barred.

18. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event will the Company be liable for any indirect, incidental, special, consequential, or punitive damages. The Company's aggregate liability arising from or related to the Services shall not exceed the fees paid by the Client in the **three (3) months** preceding the event giving rise to the claim.

19. TERMINATION

This Agreement is binding for the full duration of the Services. The Client may choose to withdraw at any time by providing written notice; however, withdrawal does not cancel or eliminate the Client's financial obligation under this Agreement. The full remaining balance of the agreed-upon investment will remain due and payable, regardless of participation or reason for early termination.

In the event of mutual agreement to terminate the Agreement, the Parties will do so in writing and may negotiate a custom exit arrangement. Unless otherwise explicitly agreed to in writing by the Company, no refunds will be issued, and the Client remains responsible for the full agreed-upon compensation.

20. REMOVAL & RELEASE

The Company reserves the right to remove the Client from the Program or Service at any time, without refund, if the Client engages in behavior that is harmful, disrespectful, or out of alignment with the values and integrity of the space.

Similarly, if at any time the Company or Client foresees that the coaching relationship or Program participation is no longer of mutual benefit, the Client may be released from the Service, Program, or Digital Product **without refund**. This clause exists to ensure that the integrity, safety, and alignment of the container are preserved for all participants.

21. NON-DISPARAGEMENT

The Parties agree not to make false, misleading, or defamatory statements publicly that could materially harm the other's reputation.

22. CURRENCY

All fees are in **USD** unless stated otherwise. The Client's card issuer may apply currency conversion and fees. **Applicable taxes (including HST)** will be added where required.

23. AUTONOMY

Except as otherwise provided in this Agreement, the Company will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Company will work autonomously and not at the direction of the Client. However, the Company will be responsive to the reasonable needs and concerns of the Client.

24. ASSIGNMENT

The Client may not assign or transfer this Agreement without the Company's written consent. The Company may assign this Agreement to a successor in interest.

25. MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

26. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

27. SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

28. WAIVER

The waiver by either Party of a breach, default or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

29. SURVIVAL

Sections [Payment Terms], [Refund & Cancellation], [Confidentiality & Intellectual Property], [Disclaimers], [Risk & Responsibility], [Indemnification], [Limitation of Liability], [Governing Law & Jurisdiction], [Limitation on Claims], and [Notices] survive termination.

30. NOTICES

Formal notices must be sent by email to **jessica@jessicaokane.com** (or the email on file for the Client) and are deemed received on the business day sent if before 4 PM Eastern, otherwise the next business day.

QUESTIONS & CONTACT

Any questions or inquiries can be directed to jessica@jessicaokane.com. Business hours are Tuesday to Friday, 10 AM - 4 PM Eastern.