# **Terms of Use**

Last Updated: November 16, 2025

These Terms of Use ("Terms") govern your access to and use of **jeniferjune.com** (the "Website") and all coaching services, programs, digital products, content, and related offerings (collectively, the "Services") provided by **Empowerment Coaching, LLC** ("Company," "we," "us," or "our").

By accessing or using the Website or Services, you agree to be legally bound by these Terms, together with our Privacy Policy, Cookie Policy, Acceptable Use Policy ("AUP"), and any additional agreements or disclosures presented to you. If you do not agree, you must discontinue use immediately.

# 1. Eligibility

- 1.1 You must be at least 18 years of age to use the Website or Services.
- 1.2 By using the Services, you represent that you meet this requirement and have full legal capacity to enter into this Agreement.

### 2. Intellectual Property Rights

- 2.1 All content, materials, and intellectual property provided through the Website or Services—including text, images, videos, audio files, digital downloads, workbooks, curricula, coaching materials, logos, trademarks, and all other proprietary content ("Company Materials")—are the exclusive property of the Company or its licensors. Company Materials are protected by United States, Canadian, and international copyright, trademark, and intellectual property laws.
- 2.2 You are granted a **limited**, **non-exclusive**, **non-transferable**, **revocable license** to access and use the Company Materials solely for your personal, non-commercial use.
- 2.3 Except with our express written authorization, you are strictly prohibited from:
- (a) copying, downloading, reproducing, or distributing Company Materials;
- (b) modifying, adapting, or creating derivative works;
- (c) recording or capturing coaching sessions, videos, or online content in any manner;

- (d) reverse-engineering, scraping, data-mining, or harvesting content;
- (e) sharing or distributing any portion of Company Materials to third parties.
- 2.4 Unauthorized use constitutes infringement and may result in termination of access, legal action, and the pursuit of damages and injunctive relief.

## 3. Selective Acceptance for Coaching Services

- 3.1 Acceptance into coaching programs is **not guaranteed** and is determined solely at our discretion.
- 3.2 We may request additional information, decline applicants, or refer individuals to other professionals when appropriate.
- 3.3 We may remove participants from coaching programs for violations of these Terms, the AUP, or other conduct we deem harmful, without refund where applicable.

## 4. Acceptable Use Requirements

- 4.1 Your use of the Website and Services must comply with our **Acceptable Use Policy**, which is incorporated by reference.
- 4.2 Prohibited activities include:
- (a) illegal conduct;
- (b) harassment, abuse, or disruptive behavior;
- (c) unauthorized solicitation or promotion;
- (d) redistribution of proprietary content;
- (e) uploading malicious code;
- (f) attempts to bypass security;
- (g) misuse of coaching resources;
- (h) using the Services as a substitute for medical or mental-health care.
- 4.3 Violations may result in immediate suspension or termination of access without refund.

# 5. User Content and Responsibilities

5.1 You are responsible for all content or information you submit through the Website or during coaching, including comments, form submissions, community participation, and application

responses.

5.2 We reserve the right to remove content that violates these Terms or the AUP.

## 6. Purchases, Payments, and Refunds

- 6.1 You agree to provide accurate payment information and pay all associated fees.
- 6.2 Digital products or programs may be non-refundable unless otherwise stated.
- 6.3 If a refund policy applies, it will be displayed at the point of purchase.

#### 7. Health and Wellness Disclaimer

- 7.1 Our Services provide general wellness education and coaching and **do not** provide medical, clinical, or therapeutic treatment.
- 7.2 We do not diagnose, treat, cure, or prevent medical conditions.
- 7.3 You agree to consult licensed healthcare professionals for all medical concerns.

# 8. Limitation of Liability

- 8.1 To the fullest extent permitted by law, the Company is not liable for:
- (a) decisions or actions you take based on the Services;
- (b) direct, indirect, incidental, or consequential damages;
- (c) injuries or outcomes related to coaching or wellness activities;
- (d) unauthorized access by third parties;
- (e) interruptions in Website functionality;
- (f) denial or termination from coaching programs.
- 8.2 Our total liability shall not exceed the amount you paid for the Services, if any.

#### 9. Indemnification

You agree to indemnify and hold the Company harmless from any claims, damages, losses, or expenses arising from your use of the Website or Services, your violation of these Terms or the AUP, or your interactions in coaching settings.

### 10. Third-Party Links

- 10.1 The Website may contain links to third-party websites.
- 10.2 We are not responsible for the content, policies, or practices of external sites.
- 10.3 Accessing third-party resources is at your own risk.

#### 11. Termination

- 11.1 We may suspend or terminate your access for violations of these Terms, the AUP, or for conduct deemed harmful to our operations or community.
- 11.2 Refunds are not guaranteed following termination.

## 12. DSAR Rights and Privacy Requests

- 12.1 Privacy rights are described in our Privacy Policy.
- 12.2 You may submit Data Subject Access Requests ("DSARs") via:
- (a) Email: support@jeniferjune.com
- (b) **Data Request Form:** accessible through the "**Data Request**" button on the Website's contact page

Identity verification may be required.

## 13. Governing Law

- 13.1 These Terms are governed by the laws of the **Province of Alberta** and applicable Canadian federal law for Canadian residents.
- 13.2 These Terms are governed by the laws of the **State of Wyoming** and applicable U.S. federal law for U.S. residents.
- 13.3 All conflict-of-law principles are expressly excluded.

## 14. Dispute Resolution

#### 14.1 Informal Resolution

Before initiating arbitration or litigation, the parties must attempt to resolve disputes in good faith by contacting the Company at support@jeniferjune.com.

#### 14.2 Arbitration (Location & Method)

If a dispute cannot be resolved informally, it shall be submitted to **binding arbitration** in the governing region applicable under Section 13.

#### For U.S. residents:

Arbitration shall be conducted **remotely**, through secure online videoconferencing (e.g., Zoom or a comparable platform), unless both parties agree to an alternative method.

#### For Canadian residents:

Arbitration shall occur in the Province of Alberta or remotely via videoconference at the Company's discretion.

Arbitration shall be administered by a recognized arbitration organization and conducted per its rules. Class actions and class-wide arbitration are expressly waived.

#### 14.3 Judicial Relief

If arbitration is not permitted by law or a dispute requires judicial intervention, the matter shall be brought before a court in the governing region applicable under Section 13.

#### 15. Modifications to These Terms

We may revise these Terms at any time. Continued use of the Website or Services constitutes acceptance of updated Terms.

### 16. Contact Us

You may contact us using either of the following methods:

- Email: support@jeniferjune.com
- Website Contact Form: accessible via the "Contact Us" button on jeniferjune.com