# The Speak With Purpose Formula (Mona Gusan Coaching)

Terms & Conditions and Privacy Policy

### **Refund Policy:**

After the purchase of *The Speak With Purpose Formula* is complete, there are no refunds provided. All payments must be made according to the payment schedule.

### **Ongoing Access Policy:**

You will have ongoing access to *The Speak With Purpose Formula* content hub. After completing your program timeframe, you will retain access to the content hub and you will be removed from the program Facebook group. Access to all group/individual coaching will cease.

### **Monthly Payment Plan Policy:**

If you have selected a monthly payment plan, you are required to complete all of your monthly payments, regardless of your activity in *The Speak With Purpose Formula*. Failure to complete your monthly payments, may result in denied access to coaching and your content hub.

### **Declined Payment Policy:**

As a client in *The Speak With Purpose Formula*, you are required to complete all of your payments. You have 5 business days from the date of the payment decline, to bring your account into good standing. Failure to bring your account into good standing, may result in denied access to your content hub and coaching.

### 1:1 Call cancellation, reschedule and no-show policy:

*The Speak With Purpose Formula* requires 24 hour notice to cancel or reschedule a 1:1 coaching session. We understand that emergencies occur and will be treated on a case-by-case basis. If you have a scheduled 1:1 coaching session and do not show up, you can reschedule the session once. If you don't attend the rescheduled session, the session will be forfeited and you will not be able to rebook it.

### **Hours of Operation:**

*Mona Gusan Coaching* offers the following hours of operation: Mon-Fri: 7am -9am and 5pm-8pm EST, Sat: 12pm - 5pm EST. All client communication will be responded to within 48 hours or sooner during regular business hours. This includes responses inside *The Speak With Purpose Formula* Facebook group.

### **Privacy Policy:**

### What information do we collect?

We collect information from you, when you register on the site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another site feature. You may be asked to provide your name, e-mail address, mailing address, phone number, credit card or other information when registering or placing an order.

You may, however, visit our site anonymously.

We use cookies to enhance your experience and gather information about visitors and visits to our website. Please refer to the "Do we use cookies?" section below for information about cookies and how we use them.

### How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a contest or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalize your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To better serve you in responding to your requests and to quickly process your transactions.

To administer a contest, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter or free e-book reports, we may send you educational and marketing emails.

If you would no longer like to receive promotional e-mail from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below.

If you have not opted-in to receive e-mail newsletters, you will not receive these e-mails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our e-mail list and receive e-mail communications from us.

### Do we use cookies?

As you browse *Mona Gusan Coaching* & *The Speak With Purpose Formula* sites, advertising cookies will be placed on your computer so that we can understand what you are interested in.

### How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our databases to be only accessed as stated above.

# Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. It does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety.

However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

### How can you opt-out, remove or modify information you have provided to us?

To modify your e-mail subscriptions, you can find an unsubscribe link at the bottom of each email. Please note that due to email production schedules you may receive any emails already in production. Please

note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

### Third Party Links

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We, therefore, have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

### Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change. This policy was last modified on October 31, 2023.

### Questions and Feedback

We welcome your questions, comments and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

### Online policy only

This online privacy policy applies only to information collected through our website and not to information collected offline.

# Terms and conditions Policy:

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY, BEFORE USING ANY WEBSITES ASSOCIATED WITH *MONA GUSAN COACHING*. All users of these sites agree that access to, and use of this site is for personal use, and is subject to the following terms and conditions as well as other applicable law. If you do not agree to these terms and conditions, please do not use these sites.

### TERMS AND CONDITIONS:

The Website Standard Terms and Conditions contained herein, on this webpage, shall govern your use of this Website, including all pages within this Website (Collectively referred to herein as the "Websites"). These Terms apply in full force and effect to your use of the Websites and by using these Websites, you expressly accept all terms and conditions contained herein, in full. You must not use these Websites, if you have any objection to any of these Website Standard Terms and Conditions.

# Copyright

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### Trademarks

All trademarks, service marks and trade names of *Mona Gusan Coaching* used on the Websites are trademarks or registered trademarks of *Mona Gusan Coaching*.

# Warranty and Medical Disclaimer

The Websites and the materials and products on the Websites are provided "as is" and without warranties of any kind, whether expressed or implied. To the fullest extent permissible, pursuant to applicable law, *Mona Gusan Coaching* disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability for a particular purpose and non-infringement. *Mona Gusan Coaching* does not represent or warrant that the functions contained in the Websites will be uninterrupted or error-free, that the defects will be corrected, or that these Websites or the server that makes the Websites available are free of viruses or other harmful components. *Mona Gusan Coaching* does not make any warranties or representations regarding the use of the materials on these Websites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The Websites Do Not Provide Medical Advice. The contents of the *Mona Gusan Coaching* websites, such as text, graphics, images, programs, information obtained from *Mona Gusan Coaching*, and any other material contained on the *Mona Gusan Coaching* Site ("Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you read on the *Mona Gusan Coaching* Websites.

# Limitation of Liability

*Mona Gusan Coaching* shall not be liable for any special, consequential or other damages that result from the use of, or the inability to use, the materials provided through the Websites or the performance of the products, even if *Mona Gusan Coaching* has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion liability or incidental or consequential damages, therefore the above limitation or exclusion may not apply to you.

### For Educational and Informational Purposes Only

The information provided in or through these Websites are for educational and informational purposes only and solely as a potential tool for your own use.

### **Personal Responsibility**

You aim to accurately represent the information provided to us on, or through our Websites. You acknowledge that you are participating voluntarily in using our Websites, and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through these Websites, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Websites to your life, family or business.

# **Code of Conduct**

You may not use *Mona Gusan Coaching*, any of the materials, handouts or content acquired through or from *Mona Gusan Coaching* or any of its affiliates for any illegal or unauthorized purpose. In addition to the laws of Ontario and Canada, you also agree to comply with all local laws that apply to your use of the Websites. You may not use the Websites, in any manner which could disable, overburden, damage or impair the Websites or interfere with any other party's use and enjoyment of the Websites. You agree that you are responsible for your own conduct and communications while using the Websites and for any consequences arising from that use. You agree that when using the Websites, you will not post or upload any promotional, defamatory, destructive, obscene or unlawful material; defame, abuse, harass, or otherwise violate the legal rights (including, but not limited to rights of privacy and publicity) of others, or upload dangerous or harmful files. *Mona Gusan Coaching* reserves the right to remove individuals from our community in instances of misconduct.

### **No Guarantees**

*Mona Gusan Coaching* is to support and assist you in reaching your own goals, however your success depends primarily on your own effort, motivation, commitment and follow-through. *Mona Gusan Coaching* cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique dedication, desire, motivation, actions and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through these Websites.

### **Purchase and Subscriptions**

When you purchase any product or service made available through the Website ("Purchase"), you may be asked to supply certain information relevant to your purchase including, without limitation: your name, phone number, physical address, email address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the *SPEAK WITH PURPOSE FORMULA* may be billed on a payment plan basis. You will be billed in advance, on a recurring basis as per the payment plan agreement.

### **Earnings Disclaimer**

There can be no assurance as to any particular outcome, based on the use of our Websites. You agree that *Mona Gusan Coaching* is not responsible for the success, failure or any outcome of your personal or business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may experience by taking actions based on information presented to you through our Websites. You are solely responsible for your results.

### **Indemnification and Release of Claims**

You hereby fully and completely hold harmless, indemnify and release *Mona Gusan Coaching* and any of its agents, consultants, affiliates, team members, joint ventures partners, employees, shareholders, directors, staff or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to or associated with our Websites, forever.

### **Errors and Omissions**

Although every effort is made to ensure the accuracy of the information shared on or through these Websites, the information may inadvertently contain inaccuracies or typographical errors. You agree that *Mona Gusan Coaching* is not responsible for any errors, omissions, the views, opinions or accuracy of facts referenced on or through the Websites, or of those of any other individual or entity mentioned by or affiliated with *Mona Gusan Coaching* in any way. Because scientific, technology and business practices are constantly evolving, you agree that *Mona Gusan Coaching* is not responsible for the accuracy of our Websites, or for any errors or omissions that may occur.

### Affiliates

From time to time, we may promote, affiliate or partner with other individuals or businesses who's programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners, and in exchange we may receive financial compensation or other rewards. *Mona Gusan Coaching* is highly selective, and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine whether any such program, product or service is appropriate for you. You are assuming all risks, and you agree that *Mona Gusan Coaching* is not liable in any way for any program, product, or service that we may promote, market, share, or sell on or through our Websites.

### Variation

*Mona Gusan Coaching* shall have the right in its sole and absolute discretion at any time and without notice to amend, remove or vary the Products, Services, Programs and/or any page of the Websites.

# Complaints

*Mona Gusan Coaching* takes feedback and complaints very seriously and strives to reach a mutually agreeable resolution for both the client and *Mona Gusan Coaching*. Please let us know if you have any complaints at mona@monagusan.org

### Severability

If any provision of these terms and conditions is found to be unenforceable or invalid under applicable law, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole, and such provisions shall be removed or amended without affecting the remaining Terms and Conditions/provisions herein.

#### **Entire Agreement**

These Terms, including any legal notices and disclaimers contained in this Website, constitute the Entire agreement between you and *Mona Gusan Coaching*, in relation to your use of the Websites, and supersede any and all prior agreements and understandings with respect to the same.

By using our Websites you are agreeing to all parts of the above and the Disclaimers below. If you have any questions about this, please email: <u>mona@monagusan.org</u>

#### Disclaimer: This content does not constitute Medical Advice.

The information, including but not limited to text, video, audio, graphics, live video or comments ('CONTENT') and any other material contained in on this site are for informational purposes only. No CONTENT published or verbally provided is intended to be a substitute for professional medical advice, diagnosis, or treatment. Always, seek the advice of your medical professional or qualified healthcare provider with any questions you may have regarding a medical condition or treatment and before undertaking a new health care regimen. Never disregard professional medical advice or delay in seeking it because of something you read on this site.

#### **Testimonial Policy:**

By submitting the Testimonial Form you are agreeing to allow *Mona Gusan Coaching* to use your testimonial for Marketing Purposes on all *Mona Gusan Coaching* Websites and Social Media pages. You agree to allow *Mona Gusan Coaching* to adjust the testimonial without your written permission or consent.

#### **Discount Policy:**

Mona Gusan Coaching does not offer Discounts unless otherwise advertised during a specific promotional period. If the specific promotional period has ended, no discount will be offered.