

# Coaching Terms & Conditions

**Effective date:** December 16, 2025

These Coaching Terms & Conditions (“Terms”) govern your purchase of, access to, and participation in coaching services, programs, workshops, digital products, and related materials (collectively, “Services”) provided by **Kelly Dean Yagelniski / Kelly Dean & St-Amand Inc.** (“Coach,” “we,” “us”). By purchasing, enrolling, accessing, or participating in the Services, you (“Client,” “you”) agree to these Terms.

If you do not agree, do not purchase or participate.

## 1) Coaching Relationship (Not Therapy)

Coaching is a professional, collaborative process focused on goals, performance, habits, decision-making, and personal development. **Coaching is not psychotherapy, counseling, or mental health treatment.**

We are not acting as a licensed therapist, psychologist, psychiatrist, or medical professional, and we do not diagnose, treat, or cure mental health or medical conditions.

If you are experiencing symptoms of a mental health condition, substance dependence, trauma response, suicidal thoughts, or are in crisis, please seek support from a licensed professional or contact emergency services.

## 2) No Medical, Legal, or Financial Advice

The Services are provided for educational and personal/professional development purposes. We do not provide medical, legal, financial, accounting, or other regulated professional advice. You are responsible for consulting qualified professionals for those matters.

## 3) Your Responsibility and Assumption of Risk

You acknowledge that:

- You are responsible for your own decisions, actions, and results.
- Your outcomes depend on many factors outside our control.
- You agree to use your best judgment and to communicate honestly during the coaching process.

You understand that coaching may involve challenging conversations, accountability, and behavior change, and you voluntarily assume any risks associated with participation.

## 4) No Guarantees

We do not guarantee any specific outcome, income result, health change, relationship outcome, or performance improvement. Testimonials and examples (if provided) reflect individual experiences and are not promises of results.

## 5) Services, Scheduling, and Punctuality

- **Scheduling:** Sessions are scheduled by mutual agreement using our booking system or email.
- **Punctuality:** If you are late, the session may still end at the originally scheduled time.
- **Coach availability:** Between-session support (if included) is limited to the scope described on the sales page or program agreement.

We may update session formats, tools, or delivery methods as needed to improve the Services.

## 6) Cancellations, Rescheduling, and No-Shows

Unless stated differently on the sales page or your program agreement:

- **Rescheduling:** You may reschedule a session with at least **24 hours' notice**.
- **Late cancellations / no-shows:** Sessions cancelled with less than 24 hours' notice, or missed sessions, may be forfeited.

If we must reschedule, we will offer alternative times or a credit.

## 7) Fees, Payment Plans, and Taxes

- **Payment:** You agree to pay all fees as published on the sales page or invoice.
- **Payment plans:** If you choose a payment plan, you authorize us (and our payment processor) to charge the payment method on file according to the plan schedule.
- **Taxes:** You are responsible for any applicable taxes, duties, or bank/foreign exchange fees.

If a payment fails, access to the Services may be paused until the account is brought current.

## 8) Refunds

Refund terms vary by offer and will be stated on the sales page, checkout page, or program agreement.

**If no refund policy is stated, all sales are final.** For payment plans, you remain responsible for all payments unless a written exception is granted.

## 9) Confidentiality

We respect your confidentiality and will not intentionally disclose your confidential information except:

- With your written permission
- If required by law, court order, or regulatory obligation
- If we reasonably believe there is an imminent risk of serious harm to you or others

**Group settings:** If you participate in group coaching, you agree to keep other participants' information confidential. However, we cannot guarantee the behavior of other participants and are not responsible for breaches by others.

## 10) Recording and Communications

- **Recording:** Sessions may be recorded only with notice. If recording is offered (e.g., group calls), you consent by participating. If you prefer not to be recorded, notify us in advance.
- **Communication:** Email, text, or messaging support (if included) is for coaching logistics and general support, not crisis response.

## 11) Intellectual Property and License

All materials provided through the Services (including frameworks, worksheets, videos, written materials, and the "Mastering Life Projects" methodology) are owned by the Coach or licensors and are protected by intellectual property laws.

You receive a limited, non-exclusive, non-transferable license for your personal use only. You may not:

- Copy, reproduce, distribute, sell, sublicense, or share materials
- Record and redistribute sessions or program content
- Use materials to train others or create competing products without written permission

## 12) Client Conduct and Community Standards

You agree to participate respectfully. We may remove you from any program or community space (without refund) if you:

- Harass, threaten, discriminate, or violate boundaries
- Disrupt the learning environment
- Share private program information or participants' data

## 13) Technology and Access

You are responsible for:

- Reliable internet access
- A suitable device and platform access
- Your own data security (passwords, devices)

We are not liable for outages or third-party platform failures beyond our reasonable control.

## 14) Disclaimer of Warranties

The Services are provided “as is” and “as available.” To the fullest extent permitted by law, we disclaim all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

## 15) Limitation of Liability

To the fullest extent permitted by law:

- We will not be liable for any indirect, incidental, special, consequential, or punitive damages.
- Our total liability for any claim related to the Services will not exceed the amount you paid to us for the Services in the **three (3) months** preceding the event giving rise to the claim.

Nothing in these Terms limits liability that cannot be limited under applicable law.

## 16) Indemnification

You agree to indemnify and hold harmless the Coach from any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising out of your actions, your misuse of the Services, or your violation of these Terms.

## 17) Dispute Resolution

If a dispute arises, you agree to:

1. **Notify us in writing** and attempt to resolve the dispute in good faith.
2. If not resolved within **30 days**, the parties will attempt to resolve the dispute through **mediation in Calgary, Alberta**, before commencing litigation (unless a court application for urgent relief is required or mediation is prohibited by law).

Each party will bear its own legal fees and costs, unless a court decides otherwise.

## 18) Governing Law and Venue

These Terms are governed by the laws of **Alberta, Canada**, without regard to conflict-of-law principles. Any legal action (if permitted) must be brought in the courts located in **Calgary, Alberta**.

## 19) Force Majeure

We are not liable for delays or failures caused by events beyond our reasonable control (including natural disasters, outages, strikes, illness, or government actions).

## 20) Changes to Terms

We may update these Terms periodically. The updated version will be posted on our website with a revised effective date. Continued use of the Services after changes constitutes acceptance.

## 21) Entire Agreement

These Terms, along with the sales page, checkout page, and any written program agreement, constitute the entire agreement between you and the Coach and supersede prior discussions.

## 22) Contact

Questions about these Terms:

- **Email:** [kelly.dean@kdsi.ca](mailto:kelly.dean@kdsi.ca)
- **Business name:** Kelly Dean & St-Amand Inc. (KDSI)
- **Website:** [www.kdsi.ca](http://www.kdsi.ca)
- **Mailing address (optional):** 303 Aspen Glen SW, Calgary, AB T3H 0E9, Canada