



Terms and Conditions

These Terms of Use for our Programs, Products and Services state how you may use our Programs, Products and Services, and Program Materials.

Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time without notice to you. By purchasing or using any of our Programs, Products, and Services or Program Materials, now or in the future, you are agreeing immediately upon said purchase to the Terms of Use as they appear, and agree that you are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs, Products and Services or Program Materials.

Words You Need to Understand

“Agreement” or **“contract”** means all of: the documents which you and the Company have signed and the Credit Card Authorization Form you have signed.

“Client” or **“you”** means any purchaser, client and/or user of any of our Programs, Products and Services, or Program Materials.

“Company”, “we”, “us” or “me” means **Fournier Intuitive & Transformational Coaching, Fournier Health Management Solutions, Charleston Lake Apothecary and 1439652 Ontario Inc.**

“Programs, Products and Services” mean any paid program or service, group course or program including but not limited to a mastermind, e-course, downloadable information product, e-book, or other service or course where we provide content for educational and informational purposes that is not permitted to be reproduced or used in your own business for commercial use or in a way that earns you money. Programs, Products, and Services may be delivered in ways including but not limited to in-person, phone, Zoom, Skype, webinars, Facebook Live Videos, teleseminars, videos, audios, books, e-books, products, social media, blog articles, or otherwise in a variety of settings such as individual coaching sessions, individual consulting sessions, group programs including but not limited to masterminds, classes, workshops, events, retreats, seminars, or trainings.

“Program Materials” mean any video, audio, printed or written text or work including but not limited to drafts, online or printed documents, or other materials created by us that are provided to you for your educational and informational purposes or through our Programs, Products and Services.

“Terms of Use” includes this document and all the standard provisions that form part of every contract we enter into with each purchaser, client and user (including you) of any of our Programs, Products and Services, as amended from time to time by us in our sole discretion, without notice to you.

How You May Use Our Programs, Products and Services and Program Materials

You consent to use our Programs, Products and Services and Program Materials as described in the following paragraphs, which collectively are referred to as the "Terms of Use".

By purchasing or using any of our Programs, Products and Services and Program Materials, you agree to abide by these Terms of Use and the Contract you have signed, and you acknowledge and agree that you are required to act in accordance with them.

All of our Programs, Products and Services and Program Materials are intended solely for persons who are 18 years of age or older. Any registration by, use of, or access to any Programs, Products and Services and Program Materials by anyone who is younger than 18 years of age is unauthorized, unlicensed and violates these Terms of Use. By purchasing or using any Programs, Products and Services and Program Materials, you represent and warrant that you are at least 18 years of age.

Intellectual Property Rights

Our Limited License to You.

Our Programs, Products and Services, and Program Materials are our property, solely owned by or licensed to us and are protected by copyright, trademark, and other intellectual property laws.

The content in our Programs, Products and Services, and Program Materials includes, but is not limited to: the design, layout, look, appearance, graphics of our Programs, Products and Services, and Program Materials or any other material or aspects of materials provided by us to you.

If you purchase or access any of our Program Materials through our Programs, Products and Services, you will be considered our Licensee, and are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only. **All rights not expressly granted in these paragraphs in these Terms of Use or in any written licence, are reserved by us.**

When you enrol in or purchase any of our Programs, Products and Services, you agree that you are clearly and expressly PROHIBITED from doing any of the following acts:

- (a) You will not copy, share or steal our Programs, Products and Services, or Program Materials or any parts of them.
- (b) You will not in any way use, copy, adapt or represent any of our Programs, Products and Services, or Program Materials or their content in any way as if they are yours or created by you.
- (c) You will not engage in the Improper and/or Unauthorized Use of our Programs, Products and Services.
- (d) You will not duplicate, distribute, share, trade, sell, resale, reprint or republish or otherwise any part of our Programs, Products and Services or Program Materials to another person or business, so they can copy, reproduce, sell and/or use them for their own personal, business or commercial use or in any way that earns them money or for valuable consideration.
- (e) You will not violate our intellectual property rights, including copyright and trademark rights by downloading, printing, or otherwise using our Programs, Products and Services, or Program Materials for publication or compilation into your own Products, Programs, Services or Program Materials for your own personal, business or commercial use or in any way that earns you money.
- (f) You will not use our Programs, Products and Services, or Program Materials in a manner that constitutes an infringement of our rights or that we have not first approved in writing.
- (g) You may not engage in Improper and/or Unauthorized Use of our Program Materials or any other information related to our Programs, Products and Services.

Media Release

By participating in our Programs, Products and Services, and using our Program Materials, including on social media, you consent to photographs, videos, audio recordings, transcripts, copy or written or printed text that may contain you, your voice and/or your likeness, any we reserve the right to use them in our sole discretion in our current or future Programs, Products and Services, or Program Materials and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

DISCLAIMER

To the fullest extent permitted by applicable law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs, Products and Services and Program Materials, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental distress, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, in law or in equity, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other program, product, service or Program Materials participant or user, including you.

Warranties Disclaimer

We make no warranties as to our Programs, Products and Services and Program Materials. You agree that our Programs, Products and Services and Program Materials are provided “as is” and without warranties of any kind either express or implied. To the fullest extent permissible pursuant IN LAW AND IN EQUITY, we disclaim all warranties, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Programs, Products and Services and Program Materials will be functional, uninterrupted, correct, complete, appropriate, or error-free, that defects will be corrected, or that any part of the website content are free of viruses or other harmful components. We do not warrant or make any representations regarding the use or the results of the use of our program, product or Services, Program Materials or Copy or on third-party websites in terms of their correctness, accuracy, timeliness, reliability, or otherwise.

Errors and Omissions.

We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information in our Programs, Products and Services and Program Materials. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

Force Majeure.

We shall not be liable for any loss, damage or delay in fulfilling our obligations pursuant to this Agreement caused by or resulting from conditions or causes beyond our reasonable control including but not limited to power outages, riots, fire, flood, explosion, governmental controls or regulations, civil insurrections, acts of terrorism, civil or military authority, and inability to obtain necessary supplies and materials or perform our obligations due to such causes.

Links to Other Websites.

We may provide links and pointers to other websites maintained by third parties that may take you outside of our Programs, Products and Services and Program Materials. We assume no responsibility for errors or omissions caused by other websites that may be included in our Programs, Products and Services and Program Materials. We have no control over the contents or functionality at those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content.

By purchasing and/or using our Programs, Products and Services and Program Materials in any way or for any reason, you also implicitly agree to our full disclaimer which is contained in these Terms of Use, and which may be found on our website.

Indemnification, Limitation of Liability and Release of Claims**Indemnification.**

You agree at all times to defend, indemnify and hold us harmless, as well as any of our agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses on a solicitor client basis, arising out of or related to our Programs, Products and Services and Program Materials, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us, to the full extent permitted by applicable law.

Limitation of Liability.

We will not be held responsible or liable in any way for the information, Products or materials that you request or receive through or on our Programs, Products and Services and Program Materials. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors or otherwise who is engaged in producing or rendering our Programs, Products and Services and Program Materials, or in any way. In the event that you use our Programs, Products and Services and Program Materials or any other information provided by us or affiliated with us, to the extent that is legally permissible under applicable law, we assume no responsibility.

Release of Claims.

In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Programs, Products and Services and Program Materials, and you hereby release us from any and all such claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties, to the fullest extent allowable by applicable law.

Your Conduct.

You are agreeing that you will not use our Programs, Products and Services and Program Materials in any way that causes or is likely to cause the Programs, Products and Services and Program Materials or access to them either to be interrupted, damaged, or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to us.

You must use the Programs, Products and Services and Program Materials for lawful purposes only.

Communication Guidelines

If you have a question or concern about your Programs, Products and Services, Program Materials or Copy, you may contact us by email at the email address provided on the last page of these Terms of Use and we will do our best to reply to your question or concern.

Purchases and Online Commerce

Authorization and Permission.

If paying by PayPal, debit card, or credit card, you give us permission to automatically charge your credit card or debit card as payment for your Programs, Products and Services and Program Materials, without any additional authorization, for which you will receive an electronic receipt. You are required to manually pay it by the date due on the invoice, or your Programs, Products and Services and Program Materials will be put on hold and suspended until payment is made.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products and Services and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Late Payments.

If you fail to make payment in a timely manner in accordance with these Terms of Use, or if you voluntarily decide to withdraw from our Programs, Products and Services and Program Materials Services at any time or for any reason whatsoever, you still will remain fully responsible for the entire cost of the Programs, Products and Services and Program Materials.

You agree that any type of chargeback threat, reversal of payment, payment cancellation, actual chargeback or claim from your credit card company, PayPal, financial institution, or any other payment service will constitute a breach of these Terms of Use on your part, therefore, we reserve the right to report the incident to all three credit reporting agencies, or any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Sharing Information with Payment Processing Company.

All information obtained during your purchase or transaction for our Programs, Products and Services and Program Materials, and all information that you give us is part of the transaction such as your name, address, method of payment, credit card number, and billing information, may be collected both by us and our payment processing company.

You release us, our payment processing company, and merchants from any damages that you incur, and agree not to assert any claims against us or them arising from your purchase or use of our Programs, Products and Services and Program Materials.

REFUND POLICY

Your satisfaction with your Programs, Products and Services and Program Materials is important to us. Yet, because of the extensive time, effort, preparation, and care that goes into creating and/or providing our Programs, Products and Services and Program Materials, **we have a no refund policy.** Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs, Products and Services and Program Materials, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs, Products and

Services and Program Materials, you understand and agree that **all sales are final upon signing the contract, and that our fee is fully payable at that time, and no refunds will be provided.**

CONFIDENTIALITY AND PRIVACY

Our Privacy Policy forms part of these Terms of Use and may be found [here](#).

Termination

You have the right to terminate your use of or participation in our Programs, Products, or Services, Program Materials and Copy at any time by contacting us IN WRITING, including by e-mail.

We reserve the right in our sole discretion to refuse or terminate your access to our Programs, Products and Services, Program Materials or Copy, in full or in part, at any time, without notice, by sending you an email to the email address you provided to us during registration or enrolment.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs, Products and Services, and/or our Program Materials, including but not limited to our website, private forum, email communications, Facebook groups, Zoom calls, live webinars or conference calls, recordings of any such communications, or any other method of communications related to our Programs, Products and Services and Program Materials at any time without notice and in our sole discretion.

Dispute Resolution

It is hoped that should we ever have any differences, we will be able to work them out amicably through email correspondence and telephone conference calls.

In the event of a dispute between us, you agree to not engage in any conduct or communications, whether in public or in private including but not limited to on social media, either directly or indirectly, designed to disparage us, our company, or any of our Programs, Products and Services or Program Materials. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as part of the legal process.

Governing Law

These Terms of Use and all contracts and agreements between us shall be construed and interpreted according to the laws and regulations of the province of Ontario, and of Canada.

Survival

These Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our refund policy will survive the termination of our agreement by either you or by us.

ENTIRE AGREEMENT

These Terms of Use supersede all prior representations, arrangements, negotiations, understandings and agreements between you and us, both written and oral, relating to the Programs, Products and Services or Program Materials which you have purchased from us, and sets forth the entire complete and exclusive agreement and understanding between us. Further neither of us has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in these Terms of Use.

SEVERABILITY

If any provisions in the Agreement are construed by a court of competent jurisdiction to be void or unenforceable for any reason, it shall be deemed to be severed from the Agreement and shall not affect the validity or enforceability of all other provisions in the Agreement, which shall remain in full force.

Contacting Us

Whenever a provision in these Terms of Use state that you are to contact us in writing, we ask that you send an email to Lucie Fournier - lucie@fourniercoaching.com. If you have any questions about any provisions in these Terms of Use, please contact us.