

# Abundance Practice Building Individual Consultation Agreement, Terms & Conditions

**By purchasing an Individual Coaching Session, you agree to fully comply with and be bound by the following Agreement. If you do not agree to these Terms of Use, please do not purchase future coaching sessions.**

## **Overview**

Effective Date: August 23, 2023

## **Payment Terms**

Payment for a Coaching Session with Abundance Practice Building Coaches is a one-time purchase price for one hour (50-minute session). Additional sessions can be purchased for at the purchase price.

Payments will be automatically deducted from your account at the time of purchase. By purchasing an Additional Coaching Session with Abundance Practice Building Coaches, you are authorizing Abundance Practice Building to automatically debit or charge the credit or debit card you provided.

## **Refund Policy**

Once you have purchased an individual consultation – **WE WILL NOT ISSUE ANY REFUNDS.**

## **Eligibility and Registration for Use:**

Current or former members in good financial standing with Abundance Practice Building are eligible to purchase and participate in additional coaching sessions with Abundance Practice Building Coaches. Additional sessions for current Party+ members do not detract from the number of coaching sessions for the Party+ program.

## **Our Relationship to You**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between you and Abundance Practice Building.

## **Responsibilities of the Coach:**

- Support you in achieving your own results and desired outcomes

- Identify solutions and offer suggestions, options, and advice based on their personal experience, training, and the information provided
- Be on time for your session and attentive with limited interruptions
- Provide feedback, critiques, and recommendations for your next steps
- Coaches may recommend or refer to other sources or products; it is not the coach's responsibility to vet the resource beforehand

### **Responsibilities of the Client:**

You, as the Client, by confirming to the **Individual Consultation Agreement, Terms & Conditions** at the time of purchase, acknowledge your responsibilities:

- Submit your Calendly form when booking your session
- Be on time for your session and attentive with limited interruptions
- You (The Client) have your hardware and software up-to-date and a reliable internet connection. You understand Abundance Practice Building or the Abundance Practice Building Coaches are not responsible for missed session time due to client's technical problems.

### **Privacy Policy**

Our Privacy Policy is considered part of this Agreement and is available on this website. You must review our [Privacy Policy by clicking on this link](#). If you do not accept and agree to being bound by these Terms, including the [www.abundancepracticebuilding.com](http://www.abundancepracticebuilding.com) Privacy Policy, do not use this Membership Website or our Services.

### **Scheduling:**

All Coaching Sessions are scheduled in advance through Calendly. If, for any reason, you cannot attend a scheduled Coaching Session, you are fully responsible for informing your Coach and arranging an appointment at least 48 hours in advance; otherwise, the session will be deemed forfeited without a refund. You are responsible for rescheduling once (one time) via Calendly.

### **Intellectual Property:**

The Site and/or Service contain intellectual property owned by Abundance Practice Building, including, without limitation, trademarks, copyrights, proprietary information, and other intellectual property, as well as the Abundance Practice Building name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof, also termed the "look and feel." Your use of our Membership Website or Services does not constitute any right or license for you to use our service marks or trademarks without the prior written permission of Abundance Practice Building.

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Any request for written permission to use our Content, or any other intellectual property or property belonging to us, should be made before you use Content by sending an email to [help@abundancepracticebuilding.com](mailto:help@abundancepracticebuilding.com).

### **Dispute Resolution**

Any legal controversy or claim arising from or relating to these Terms and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to website operations, or intellectual property, will begin with an attempt to resolve any dispute, claim or controversy by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the parties may agree. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures. The exclusive venue of any dispute resolution will be conducted in Asheville, North Carolina. You or we may seek any interim or preliminary relief from a court of competent jurisdiction in Asheville, North Carolina, necessary to protect the rights or property of you and us pending the completion of arbitration. The Client agrees to resolve any dispute or disagreement regarding coaching services with Abundance Practice Building directly and not post complaints or potentially derogatory reviews on social media (Facebook, Twitter, Instagram, Tiktok) and seek resolution with the executive customer care team.

### **LIMITATION OF LIABILITY**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE. ADDITIONALLY, ABUNDANCE PRACTICE BUILDING IS NOT LIABLE FOR DAMAGES IN

CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE PRECEDING APPLIES EVEN IF ABUNDANCE PRACTICE BUILDING HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL ABUNDANCE PRACTICE BUILDINGS CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM THE SITE, AND IF YOU ABUNDANCE PRACTICE BUILDINGS CUMULATIVE LIABILITY HAS MADE NO PURCHASE TO YOU SHALL NOT EXCEED \$150.

**No Warranty or Liability**

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You agree that Abundance Practice Building is not liable to you or others in any way or for any damages of any kind arising from the use of Abundance Coaching Services, including, but not limited to, liability or damages caused by viruses contained within electronic files of this site or any linked site, regardless of prior notice to our office.