

## **Terms and Conditions for Advance Ventures Coaching and Training and its affiliates**

**Effective Date: 12/09/2024**

These Terms and Conditions (“Agreement”) govern your use of the products, services, and training programs provided by Advance Ventures Coaching and Training, its affiliates, subsidiaries, agents, or representatives (collectively referred to as “Advance Ventures”, “we”, “us”, or “our”). By engaging with our coaching and consulting services, or by purchasing or using our training programs and products, you (“Client”, “you”, or “your”) agree to be bound by these terms. Advance Ventures Coaching and Training is an assumed name of Advance Ventures LLC, registered in the state of Texas, USA.

Please read this Agreement carefully. If you do not agree with any part of this Agreement, you must refrain from using our services or products.

### **1. Services Provided**

1.1 Coaching and Consulting Services: Advance Ventures Coaching and Training offers personalized executive coaching, leadership development, and consulting services. These services are designed to help individuals and organizations improve leadership skills, strategic decision-making, communication skills and overall business effectiveness.

1.2 Training Programs and Products: Advance Ventures Coaching and Training provides in-person and online training programs, workshops, seminars, webinars, digital courses, books, and other educational materials (collectively referred to as "Training Products").

1.3 Customization: Any customized coaching or consulting services, tailored workshops, or training solutions will be outlined in a separate agreement and may have additional terms and fees.

### **2. Payment Terms**

2.1 Fees: Fees for coaching, consulting services, and training products will be outlined in a separate agreement or invoice. All fees are payable in advance unless otherwise agreed upon.

2.2 Payment Methods: Payments must be made using the methods specified by Advance Ventures Coaching and Training, which may include credit card, bank transfer, or other methods as agreed upon.

2.3 Refunds and Cancellations: Refunds or cancellations of services and products are subject to the terms outlined in the individual agreement or purchase. For coaching services or programs, cancellations made less than 7 days before the scheduled session may incur a cancellation fee.

2.4 Late Payments: In the event of non-payment or late payment, Advance Ventures Coaching and Training reserves the right to suspend or terminate access to coaching services, consulting sessions, or training products until payment is made in full.

### **3. Client Obligations**

3.1 Engagement: You agree to actively engage in coaching, consulting, and training sessions and to complete all assignments or activities required for the success of the program or service.

3.2 Confidentiality: You agree to maintain the confidentiality of all proprietary materials, strategies, and intellectual property provided during coaching sessions, consulting engagements, or training programs.

3.3 Conduct: You agree to conduct yourself professionally during all coaching sessions, consulting engagements, and training events. Advance Ventures Coaching and Training reserves the right to terminate any coaching or consulting session for inappropriate or disruptive behavior.

#### **4. Disclaimers and Limitation of Liability**

4.1 No Guarantees of Results: While Advance Ventures Coaching and Training will make reasonable efforts to provide high-quality services and products, we make no guarantees regarding specific outcomes or results. Success in coaching or training depends on many factors beyond our control, including your level of participation, commitment, and external circumstances.

4.2 Personal Responsibility: You acknowledge that the coaching, consulting, and training services provided are for educational and developmental purposes only. You are solely responsible for applying any advice or strategies learned through the services or products. Any decisions or actions taken based on the content of the services are done at your own risk.

4.3 Limitation of Liability: To the fullest extent permitted by law, Advance Ventures Coaching and Training shall not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use of our services, products, or participation in coaching, consulting, or training programs. This includes, but is not limited to, loss of business, personal injury, or financial loss.

4.4 Indemnification: You agree to indemnify, defend, and hold harmless Advance Ventures Coaching and Training, its affiliates, officers, employees, agents, and contractors from any and all claims, damages, losses, liabilities, and expenses (including legal fees) arising out of your use of our services or products, your violation of these terms, or your infringement of any third-party rights.

#### **5. Intellectual Property**

5.1 Ownership: All materials provided during coaching, consulting, and training services, including but not limited to training content, worksheets, videos, books, and any other intellectual property, are owned by Advance Ventures Coaching and Training or its licensors and are protected by copyright and intellectual property laws.

5.2 License: You are granted a limited, non-exclusive, non-transferable license to access and use the materials provided solely for personal, non-commercial use. You may not reproduce, distribute, modify, or create derivative works based on the materials without prior written consent from Advance Ventures Coaching and Training.

## **6. Privacy and Data Protection**

6.1 Personal Data: We may collect personal information from you in order to provide services, communicate with you, and improve our offerings. By using our services, you consent to the collection and processing of your personal data in accordance with our privacy policy, which is available on our website.

6.2 Confidentiality of Client Information: We will treat all information shared by you during coaching, consulting, or training sessions as confidential. However, we reserve the right to disclose information when required by law or if there is a reasonable belief that such disclosure is necessary to prevent harm to you or others.

## **7. Termination of Services**

7.1 Termination by Client: You may terminate your engagement with Advance Ventures Coaching and Training at any time, provided you notify us in writing. Any fees paid prior to termination are non-refundable, unless otherwise specified.

7.2 Termination by Advance Ventures Coaching and Training: We reserve the right to suspend or terminate any coaching or consulting services or access to training products if you breach these terms, engage in illegal activities, or conduct yourself in a manner deemed inappropriate.

## **8. Governing Law and Dispute Resolution**

8.1 Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of The State of Texas, in the United States of America.

8.2 Dispute Resolution: Any disputes arising under or in connection with these terms shall be resolved through negotiation. If a resolution cannot be reached through negotiation, the dispute will be referred to mediation, and if necessary, arbitration, as per the laws of The State of Texas, in the United States of America.

## **9. Force Majeure**

9.1 Advance Ventures Coaching and Training shall not be liable for any delay or failure to perform its obligations under these Terms and Conditions if such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, strikes, pandemics, or governmental actions.

## **10. Miscellaneous**

10.1 Amendments: We reserve the right to update or amend these Terms and Conditions at any time. Any changes will be communicated to you via email or posted on our website. Your continued use of our services or products after such changes constitutes your acceptance of the updated Terms and Conditions.

10.2 Severability: If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

10.3 Assignment: You may not assign or transfer your rights under this Agreement without our prior written consent.

By engaging in our services, you acknowledge that you have read, understood, and agreed to these Terms and Conditions.

**Contact Information:**

If you have any questions or concerns regarding these Terms and Conditions, please contact us at:

Advance Ventures Coaching and Training

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