

Terms and Conditions

Effective Date: June 2025

Last Updated: June 2025

1. Acceptance of Terms

By accessing and using the services provided by SER Coaching and Consulting ("we," "us," "our," or "Company") through our website sercoachingandconsulting.com (the "Site") or engaging in our coaching services, you ("Client," "you," or "your") agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not use our services.

2. Description of Services

SER Coaching and Consulting provides professional coaching and consulting services designed to help individuals and organizations achieve their personal and professional goals. Our services may include but are not limited to:

- Individual coaching sessions
- Group coaching programs
- Workshops and seminars
- Consulting services
- Digital resources and materials
- Online courses and programs

3. Coach-Client Relationship

3.1 Nature of Relationship

The relationship between SER Coaching and Consulting and the Client is that of a professional service provider and client. This relationship is not therapeutic, psychological, or medical in nature. Coaching is a collaborative partnership focused on achieving goals, enhancing performance, and facilitating personal and professional development.

3.2 Client Responsibilities

As a Client, you agree to:

- Participate actively and honestly in the coaching process
- Complete agreed-upon assignments and exercises
- Communicate openly about your goals, challenges, and progress
- Take responsibility for your own decisions and actions
- Provide accurate information necessary for effective coaching

3.3 Coach Responsibilities

We commit to:

- Provide coaching services with professional competence
- Maintain confidentiality as outlined in these Terms
- Respect your autonomy and decision-making authority
- Deliver services as agreed upon in our coaching agreement

4. Confidentiality

4.1 Information Protection

We maintain strict confidentiality regarding all information shared during coaching sessions, including personal details, business information, and session content. This confidentiality extends to all employees, contractors, and affiliates of SER Coaching and Consulting.

4.2 Exceptions to Confidentiality

Confidentiality may be breached only in the following circumstances:

- With your written consent
- When required by law or court order
- To prevent imminent harm to yourself or others
- To protect against criminal activity

4.3 Data Security

We implement appropriate technical and organizational measures to protect your personal information against unauthorized access, alteration, disclosure, or destruction.

5. Payment Terms and Refund Policy

5.1 Payment

- All fees are due as specified in your coaching agreement
- Payment methods accepted include credit card, bank transfer, or other agreed-upon methods
- Late payments may incur additional fees as specified in your agreement

5.2 Refund Policy

- Refunds are handled on a case-by-case basis
- No refunds will be provided for services already rendered
- Cancellation policies are specified in individual coaching agreements
- Digital products and courses are generally non-refundable once accessed

6. Cancellation and Rescheduling

6.1 Client Cancellations

- Sessions must be cancelled at least 24 hours in advance
- Cancellations with less than 24 hour's notice may be charged the full session fee
- No-shows will be charged the full session fee

6.2 Coach Cancellations

If we need to cancel or reschedule a session, we will provide as much notice as possible and work with you to find an alternative time.

7. Limitation of Liability

7.1 No Guarantees

We do not guarantee specific outcomes or results from our coaching services. Success depends on many factors, including your commitment, effort, and circumstances beyond our control.

7.2 Limitation of Damages

To the maximum extent permitted by law, SER Coaching and Consulting's liability shall not exceed the amount paid by you for the specific services giving rise to the claim.

7.3 Professional Boundaries

Our coaching services are not a substitute for professional medical, psychological, legal, or financial advice. We recommend consulting appropriate professionals for such matters.

8. Intellectual Property

8.1 Our Content

All materials, methodologies, frameworks, and content provided by SER Coaching and Consulting remain our intellectual property. You may use these materials for your personal

development but may not reproduce, distribute, or commercially exploit them without written permission.

8.2 Client Information

You retain ownership of any personal information, business data, or content you share during coaching sessions.

9. Website Terms

9.1 Acceptable Use

You agree to use our website only for lawful purposes and in accordance with these Terms. You may not:

- Violate any applicable laws or regulations
- Infringe upon intellectual property rights
- Transmit harmful or malicious content
- Attempt to gain unauthorized access to our systems

9.2 Third-Party Links

Our website may contain links to third-party websites. We are not responsible for the content, privacy practices, or terms of use of these external sites.

10. Privacy Policy

Your privacy is important to us. Our collection, use, and protection of your personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

11. Dispute Resolution

11.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of Massachusetts, USA.

11.2 Dispute Resolution Process

Any disputes arising from these Terms or our services shall first be addressed through good faith negotiation. If resolution cannot be reached, disputes may be subject to binding arbitration or mediation as agreed upon by both parties.

12. Modifications to Terms

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to our website. Your continued use of our services after any changes constitutes acceptance of the new Terms. We will make reasonable efforts to notify you of significant changes.

13. Termination

Either party may terminate the coaching relationship at any time with appropriate notice as specified in the coaching agreement. Upon termination:

- All outstanding fees become immediately due
- Confidentiality obligations remain in effect
- You must cease using any proprietary materials or methods

14. Severability

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

15. Entire Agreement

These Terms, together with any coaching agreement and our Privacy Policy, constitute the entire agreement between you and SER Coaching and Consulting regarding the use of our services.

16. Contact Information

For questions about these Terms and Conditions, please contact us at:

SER Coaching and Consulting

Website: sercoachingandconsulting.com

Email: sercoachingandconsulting@gmail.com

Phone: 1.774.313.0806

Address: Foxboro, MA USA

By using our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.