Allison Solomon Coaching

ADHD Parent Bootcamp

PRIVATE COACHING | ONLINE PROGRAM AND COACHING AGREEMENT

This Agreement (**"Agreement"**) governs the policies and terms and conditions for the participants (**"Participants"**, **"you"**, **"your"**) of the ADHD Parent Bootcamp (**"Program"**) created and facilitated by Allison Solomon Coaching (the **"Company"**, **"we"** or **"us"**).

By accepting this Agreement and completing payment, you confirm that you are at least 18 years of age, have read and understood its terms, and agree to be legally bound by them.

Program: The Company agrees to provide you with access to the Online Course entitled, "ADHD Parent Bootcamp" ("**Program**"), which is a life coaching program for parents and legal guardians of children with ADHD. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

Terms of Use, Privacy Policy, & Disclaimer: The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

Nature of The Relationship: Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide the Participant with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

Program Fees: In consideration of your access to the Program, you agree to pay the Company the fees, as shown on the website or separately agreed upon via phone, Zoom and/or email, and invoiced. All program fees are subject to applicable taxes.

Payment Plan Authorization: If you choose the payment plan, You will be charged the initial payment at the time of enrolling, followed by instalments every 30 days for the remaining months, on the same day of the month.

You shall provide the Company with your credit card information as security for payments being made. The Company shall be authorized to charge your credit card(s) for any unpaid charges on the dates outlined herein.

The Company shall be entitled to make all charges at the time payments are due and not require separate authorization for any multiple-payment plan or if the Participant is in arrears to the Company. The Participant shall not make any **chargebacks** to the Company's account and/or change and/or cancel the credit card provided as security without the Company's prior written consent. The Participant shall be responsible for any fees associated with recouping chargeback expenses or collection fees.

If you choose the monthly payment plan, You are responsible for ensuring that Your account remains in good standing for the entire duration of the Program. If a payment is missed, you will have **5 business days** to bring Your account into good standing after the declined payment. If the account is not brought into good standing within 5 business days, the Participant's Program will be put on hold and access will be denied until the account is brought into good standing. Extensions to the program completion time will not be offered as a result of program holds due to late or missed payments. If the account remains in poor standing for a duration of more than 10 business days, the Participant's Program will be cancelled entirely, and no refund will be provided.

The PRIVATE Support Program

The PRIVATE Support Program is a five-week online group program providing life and parent coaching to parents and legal guardians of children with ADHD.

As part of the Program, the Company shall provide the following to the Participant

Access To Program Area – The Company shall maintain a Program Area/Content Hub that may include lessons, audio lessons, videos, forms, worksheets, checklists, and other information. You shall have access to this Program Area/Content Hub, for as long as the Program Area/Content Hub exists. In the event that the Company intends to close the Program Area/Content Hub, it shall provide clients with 90 days' notice and the ability to download the resources contained in the Program Area/Content Hub.

Access To Community and Dedicated WhatsApp Groups – The Company shall maintain a cohort Community or WhatsApp group for all cohort members that you will have access to as a member for the duration of the Program. That Group provides a forum for you to connect with other Program participants and to seek guidance and support.

You will also be invited to a **private WhatsApp group** with the Company.

Members of the Company will seek to interact with Program participants in the groups, and will attempt to respond to direct coaching requests within 6-12 hours of posting (excluding Saturdays). But the Company does not make any guarantees about participation by any of its employees, founders, or members in the Group.

The Company's coaching and responses in both WhatsApp groups will stop the day after the Participant's Bootcamp cohort ends. The cohort group may remain available for peer discussion and support, but continued coaching or participation by the Company is not included. The Company reserves the right to moderate, archive or discontinue the groups.

You are required to abide by any and all rules posted in the Groups. If you fail to abide by those rules, you will forfeit your right to participate in the Groups. In the event you lose your right to participate in a Group as a result of rules violation, you shall not receive a refund.

Group Coaching Calls – As a member of the PRIVATe Program, the Participant has access to weekly group coaching, and question and answer calls. These calls are conducted using Zoom and replays will be made available, where possible, for those who cannot attend the live calls. You are guaranteed access to a total of **FIVE** such calls, based on the dates that the calls are held, and not on your attendance, which is voluntary. The Company shall provide you with details about how to participate in these coaching calls. The calls are hosted by coaches and/or consultants working for the Company.

Group coaching sessions are recorded and made available to authorized Program participants for educational purposes. Participants acknowledge that their voice, image or contributions may be included when they choose to participate. Participants may not record, reproduce or distribute coaching sessions without written permission.

Participants agree to share only information about their children that is reasonably necessary for coaching and for which they have appropriate authority to disclose. Participants should avoid sharing identifying details, confidential school records or sensitive health information in group discussions. Information shared by other participants about their families must remain confidential.

One-On-One Zoom Coaching Sessions With Instructors – PRIVATE Program Participants are entitled to **FIVE 45-minute Zoom coaching sessions with coaches and/or consultants working for the Company that must be redeemed during your five weeks in the Program**.

The Company shall provide you with the ability to schedule these sessions, but it is **solely your responsibility to schedule the sessions.** All five sessions must be completed by the last day of your Bootcamp cohort. Any unused sessions will expire and cannot be carried forward or refunded.

Sessions can be used by any parent or legal guardian of the child who is aged 18 or older. You can split the five sessions between eligible parents or guardians, or attend sessions together. If two or more eligible adults attend the same appointment, it still counts as just one 45-minute session. **Sessions** cannot be gifted, sold, or transferred to other family members or anyone who isn't a parent or legal guardian of the child without written consent from the Company.

Sessions are subject to Company availability. If the Company is unable to offer reasonable appointment availability before your cohort ends, the Company will extend the deadline for any affected sessions.

Twenty-Four hours' notice is required to cancel or reschedule a private coaching session. Sessions cancelled or rescheduled with less than 24 hours' notice, or missed without notice, will be considered used. Each session may be rescheduled a maximum of **two times**. A third rescheduling request will result in the session being forfeited.

Late arrivals will receive only the remaining scheduled session time. If the Company needs to cancel or reschedule, an alternative appointment will be offered without penalty.

Group and private coaching services are intended for individuals who are in generally good health, are generally well adjusted, are functioning effectively, and are not in need of medical treatment (including for mental health disorders). Coaching does not involve the diagnosis or treatment of any medical or mental disorders and does not prevent, cure, or treat any mental disorder or medical disease. Further, coaching is not a substitute for therapy, counseling, psychoanalysis, medical treatment, substance abuse treatment, or the advice or services of a medical professional. It is the Participant’s responsibility to seek independent guidance from medical professionals to the extent necessary.

By participating in the group or private coaching, you agree to accept personal responsibility for the results of your actions. You agree that the coach and the Company have not made any guarantees about the results of taking any action, whether recommended during any coaching session or not. You recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the coach or the Company.

Bonuses: From time to time, the Company will offer bonuses to individuals who sign up for the Program. You shall be entitled only to bonuses offered to you at the time of registration.

The Company has the right to modify the Program at any time for any reason and will ensure that the Participant is provided with applicable updates if they are within the Program duration.

Refunds, Cancellations and Guarantees: PRIVATE Coaching Program fees are nonrefundable. Voluntary withdrawal, missed sessions, or failure to use Program materials does not automatically cancel outstanding payment obligations. There is no money-back guarantee.

Confidentiality: The Participant understands that given the group nature of the Program, including the Private Group, that any discussions or any related Program discussions are to be held in strict confidence and cannot be shared, referred to or mentioned outside of the designated Program Private Group.

Any and all information shared by other Participants in coaching sessions, including on any social media platform and Zoom meetings, is confidential and may not be shared outside of the group.

The Company respects the privacy of its clients and will not disclose any information you provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to you in the Program with anyone other than the Company, its owners and employees, and other Program participants.

Consent: From time to time, you may be asked permission for use of your likeness, program materials or files, video, audio, photos or marketing materials including presentations by the Company, to promote the Program. The Company agrees it will not use aforementioned Participant materials without express permission from the Participant.

If you give express permission on request, you authorize the Company to use and publish materials as they see fit on social media, websites and other distribution media. You will not receive monetary or royalty fees.
You waive any right to inspect or approve the finished product, including written copy, wherein your likeness or testimony for the program appears.

Written comments and feedback may be used for marketing purposes, but identifying details will be removed to protect your anonymity.

Ownership Of All Intellectual Property: All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to you, and, as a condition of participation in the Program, you agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that you will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

Relationship of the Parties: The Company and any related subcontractors are not employees, partners, or members of the Participant or the Participant's company or organization. The Company has the sole right to control and direct the means, manner, and method by which the Services in this Agreement are performed. The Company has the right to hire assistants, subcontractors, or employees to provide the Participant with its Services. The Parties are individually and separately responsible for their own business operation and expenses, including securing or paying any licensing fees, taxes, registrations, or permits. The Participant is not responsible for paying for any benefits, Workers Compensation, insurance, or unemployment fees to the Company.

Personal Responsibility and Assumption of Risk: The Company has used care in preparing the information provided to you, but the information, Programs, and services have been made available to you as tools for your own personal use and for informational and educational purposes only.

By participating in the Program, you accept personal responsibility for the results of your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help the Participant succeed in the Program. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program are no guarantee that you or any other person or entity will be able to obtain similar results.

You accept full responsibility for your choices, actions, and results, and expressly assume the risks of the Program for your use, or non-use, of the information provided to you. You also understand that you are expressly assuming all of the risks of the Program, whether or not such risks were created or exacerbated by the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

General Disclaimer: The Company makes no guarantee or warranty that the program will meet the Participant's requirements. The services and all other goods and information provided by the Company herein are provided on an "as is" basis without warranties of any kind, either express or implied. The Company disclaims all warranties, express or implied, arising by law or otherwise, with respect to the services or any other goods and information provided by, through or on behalf of the Company under this Agreement, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or noninfringement and any implied warranty arising from course of performance, course of dealing or usage of trade.

Medical and Mental Health Disclaimer: The Company is not providing medical care, pharmaceutical care, mental health care and will not diagnose, treat or cure in any manner whatsoever any disease, condition, physical or mental ailment. All information is for informational purposes only and is not intended to be used as a substitute or replacement of medical care, mental health care, treatment and/or advice obtained from and through licensed qualified medical professionals. The Participant confirms and agrees that they are wholly responsible for their progress and results and that the Program (and Company) offers no warranties or guarantees of any kind. The Company does not warrant or guarantee that the Participant will achieve any level of result or success using any of the materials provided by or created by the Program. Any example of success or results from the Program does not serve as a warranty or guarantee for any Participant in the Program.

Limitation of Liability, Indemnification, and Release of Claims: The Company may not be held responsible in any way for the information that you request or receive through this Program. By joining this Program, you are accepting this Agreement, and you fully and completely hold harmless, indemnify and release the Company and any employees, staff, consultants, agents, or anyone affiliated with us from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against us, arising from your participation in or in any way related to the Program, even if we were aware in advance of the possibility of any such claim**.**

The Participant acknowledges that the Company and the Program, their directors, coaches and any support staff are not responsible for errors, omissions, or failures to act and are not to be held liable and responsible in any way whatsoever for Participant liability, errors and omissions as part of The Program.

Arbitration: You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Toronto, in the province of Ontario, Canada. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the fullest extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

Termination And Access Restriction: The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if you become disruptive to the Company or other Program participants, if you fail to follow the Program guidelines, or if you otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

The Participant may terminate this Agreement at any time with 72 hours written notice via email. If the Participant terminates the Agreement, the client remains financially responsible for the full cost of the Program and must immediately make any payments that are due. No refunds will be provided.

Force Majeure: The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

General Information

- **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of Canada and the Province of Ontario as applicable.
- **Severability.** If any provision of this Agreement is invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect.
- **Modification.** Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in writing signed by both Parties.
- **Assignment.** Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred.
- **Dispute Resolution.** Participant and Company will do their best to work out any differences through a phone conversation or via email. However, should a dispute ever arise between us, we agree now that we will be subject to final and binding arbitration before a single arbitrator, selected jointly.
- **Non-disparagement.** Participant shall not make any false, disparaging, or derogatory statement in public or private regarding the Company, its employees, or agents. The Company shall not make any false, disparaging, or derogatory statements in public or private regarding the Participant.
- **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior written or oral agreements.

- **Waiver of Breach.** The waiver by us of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you.
- **Notice.** For the purpose of this Agreement, e-mail will suffice for written notice when required as set out above.
- **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.
- **Counterparts.** This Agreement may be executed electronically and in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same agreement.

Independent Legal Advice: The Participant acknowledges and agrees they have fully read and understood this Agreement; had the opportunity to obtain legal advice about the Agreement; and accept the terms and conditions set out in this Agreement, including but not limited to, those which deal with the waiver of all claims against the Company, and obligations to pay the Company.

ACKNOWLEDGMENT AND ELECTRONIC ACCEPTANCE

By electronically accepting this Agreement, the Participant confirms that they have read, understood, and agree to be legally bound by its terms.

This Agreement is effective upon enrollment in the Program.