## **Coach Mootz – Terms of Service**

Effective: September 9, 2025

Last Updated: September 9, 2025

Welcome to Coach Mootz ("Company," "we," "us," "our"). These Terms of Service ("Terms") govern your access to and use of https://www.coachmootz.com, our coaching programs, products, and services (collectively, the "Services"). By accessing or using the Services, you agree to these Terms.

### Clickwrap Acceptance:

By checking the box "I agree to the Terms of Service and Privacy Policy" during checkout or registration, you affirmatively accept these Terms, including the arbitration and class-action waiver.

#### 1) Who We Serve

You must be at least 18 years old and have the legal capacity to enter into these Terms.

# 2) Coaching Scope

We provide professional and performance coaching—not therapy, medical care, legal, tax, accounting, investment, or psychological counseling.

- 3) Scheduling, Rescheduling, and Cancellations
- Sessions are booked via Wix.
- You may reschedule up to 24 hours before your session.
- Late cancellations or no-shows will be charged a \$25 fee or counted as a used session.
- 4) Fees, Payments, and Refunds
- Fees are due in advance via Stripe.
- Refunds are not provided on rendered/completed services.

#### 5) Conduct & Acceptable Use

You agree not to misuse the Services or engage in unlawful activity.

### 6) Confidentiality

We treat coaching conversations as confidential, with exceptions required by law.

#### 7) Intellectual Property

We own all program materials. You may use them for personal, non-commercial purposes only.

### 8) Session Recording, Testimonials & Marketing

Sessions are not recorded unless agreed. Testimonials are used with consent.

# 9) Group Programs

You agree to keep fellow participants' information confidential.

## 10) Third-Party Services

We use Wix, Zoom, Gmail, Stripe, Canva, and Microsoft Office. Their terms apply.

# 11) Security & Incident Response

We implement reasonable security measures and have procedures to respond to data breaches and notify affected individuals as required by law.

# 12) Dispute Resolution; Arbitration; Class Action Waiver

You and Coach Mootz agree to resolve any dispute by binding individual arbitration administered by AAA or JAMS. Class and representative actions are not permitted. Either party may bring an individual action in small-claims court in Windham, NH. You may opt out of arbitration within 30 days of first accepting these Terms by emailing Danielle.V.Mootz@gmail.com with the subject "Arbitration Opt-Out."

# 13) Changes to the Services & Terms

We may modify the Services and Terms. Continued use means acceptance.

# 14) ContactCoach Mootz82 N Lowell Rd, Windham NH 03087Danielle.V.Mootz@gmail.com