



TERMS AND CONDITIONS

By purchasing coaching services and/or courses through Think-Smith, you (the "Client") are entering into a binding agreement and expressing your full understanding and acceptance of the terms and conditions outlined below. These terms apply to all Think-Smith offerings, including individual programs and digital courses.

1. Program Specifics

The specific details regarding the cost, number of sessions, duration, and time commitment for your chosen service are outlined in the individual product description on the Think-Smith websites. These descriptions, along with any separate invoices provided via email, form part of your agreement with Think-Smith.

2. Nature of the Relationship

- **Educational Purpose:** All programs and materials are developed strictly for educational purposes.
- **Client Responsibility:** The Client is 100% responsible for their own progress, decisions, actions, and results.
- **Not Professional Advice:** Coaching is not a substitute for professional legal, medical, or financial counsel.
- **No Guarantees:** Think-Smith makes no representations or guarantees regarding specific outcomes or results, as these vary by individual.

3. Fees and Payments

- **Payment Requirement:** Programs are confirmed only upon receipt of payment as outlined during the checkout process.
- **Refund Policy:** If the Client cancels or terminates their participation, no refunds will be issued.
- **Future Rates:** Rates for future coaching packages and courses are subject to change and will be confirmed at the time of booking.

4. Cancellation and Rescheduling

- **Notice Period:** Clients must notify Think-Smith at least 24 hours before a scheduled session to cancel or reschedule.
- **Forfeiture:** Failure to provide 24-hour notice may result in the session being forfeited.

5. Intellectual Property

- **Ownership:** All coaching/course materials, including original content and copyrighted works, remain the sole property of Think-Smith.
- **License for Use:** Materials are provided for the Client's individual use only under a single-user license.
- **Restrictions:** The Client is not authorized to sell, distribute, or use any intellectual property for their own business purposes or disclose proprietary information to third parties.

6. Confidentiality

- **Commitment:** Think-Smith agrees to maintain the confidentiality of information shared by the Client.
- **Exceptions:** Confidentiality does not apply to information required to be disclosed by law, publicly available information, or information obtained from third parties.

7. Limitation of Liability and Indemnification

- **Liability Cap:** Think-Smith's liability for any damages is limited to the total amount paid by the Client for the specific services under this agreement.
- **Indemnification:** The Client agrees to defend and hold harmless Think-Smith and its affiliates from any claims, damages, or costs arising from the Client's use of the products or participation in the programs.
- **Force Majeure:** Neither party is held liable for a breach caused by unforeseeable circumstances beyond their control.

8. Termination

- **Notice:** Either party may terminate the relationship at any time by providing written notice.
- **Breach:** In the event of a breach of these terms by the Client, Think-Smith may terminate the agreement and retain all fees paid.

9. Dispute Resolution

- **Mediation:** In the event of a dispute, both parties agree to attempt informal resolution and mediation before pursuing legal action.
- **Governing Law:** These terms are governed by the laws of **Ontario, Canada**.