

TERMS OF SERVICE

Shaina Cunningham Life Coaching

www.shainacunningham.com

1. Introduction and Acceptance of Terms

Welcome to shainacunningham.com (the "Website"). This Website is owned and operated by Shaina Cunningham ("we," "us," "our," or "Coach"). These Terms of Service ("Terms") govern your access to and use of the Website, including any content, features, services, and functionality offered through the site.

By accessing or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree with any part of these Terms, you must not access or use the Website or our services.

Your continued use of the Website following any updates or modifications to these Terms constitutes your acceptance of such changes. We encourage you to review these Terms periodically.

2. Eligibility and Use of the Website

This Website and our coaching services are intended for individuals who are at least 18 years of age. By using this Website, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into a binding agreement.

If you are accessing or using this Website on behalf of a company, organization, or other entity, you represent and warrant that you have the authority to bind such entity to these Terms.

You agree to use this Website only for lawful purposes and in accordance with these Terms. You are responsible for ensuring that your use of the Website complies with all applicable local, state, national, and international laws and regulations.

3. Description of Services

Shaina Cunningham provides life coaching and personal development services designed to help clients clarify goals, develop strategies, and take meaningful action toward achieving their desired outcomes. Our services may include, but are not limited to:

One-on-one coaching sessions conducted via video call, phone, or in-person meetings; group coaching programs and workshops; digital resources, guides, and educational materials; email support and communication between sessions; and online course content or programs.

The specific scope, format, frequency, and duration of coaching services will be outlined in a separate coaching agreement or package description provided at the time of purchase or enrollment.

4. No Medical, Psychological, Legal, or Financial Advice

IMPORTANT: Please read this section carefully.

Life coaching is a collaborative partnership focused on personal and professional growth. Coaching is NOT therapy, counseling, psychotherapy, mental health treatment, or any form of healthcare. Coaching does not involve the diagnosis or treatment of mental disorders or medical conditions.

The Coach is not a licensed therapist, psychologist, psychiatrist, physician, attorney, financial advisor, or other licensed professional. Nothing provided through this Website or our coaching services should be construed as medical advice, psychological advice, legal advice, financial advice, or any other type of professional advice requiring a license.

Coaching is designed for individuals who are generally healthy and functioning well but seek support in achieving specific goals, improving performance, enhancing relationships, or navigating life transitions. If you are experiencing a mental health crisis, having thoughts of self-harm or suicide, dealing with trauma, or facing serious psychological distress, please seek immediate help from a qualified mental health professional or call emergency services.

By using our services, you acknowledge and agree that: (a) coaching is not a substitute for professional medical, psychological, legal, or financial advice; (b) you will seek appropriate professional help for any medical, mental health, legal, or financial concerns; (c) any decisions you make based on coaching sessions are your own responsibility; and (d) the Coach does not guarantee any specific outcomes or results from the coaching process.

5. User Accounts and Account Security

Certain features of the Website or our services may require you to create an account, such as scheduling coaching sessions, accessing client portals, or purchasing programs. When creating an account, you agree to provide accurate, current, and complete information and to update such information as necessary.

You are solely responsible for maintaining the confidentiality of your account credentials, including your username and password. You agree to notify us immediately if you become aware of any unauthorized access to or use of your account.

We reserve the right to suspend or terminate your account at our discretion if we reasonably believe that you have violated these Terms or if your account has been compromised.

6. Payments, Cancellations, and Refunds

Payment Terms

Fees for coaching services, programs, and products are stated on the Website or in a separate coaching agreement. By purchasing any service or product, you agree to pay all applicable fees and charges. Payment is processed through third-party payment processors (such as Stripe or PayPal), and your use of such services is subject to their terms and policies.

All fees are stated in U.S. dollars unless otherwise indicated. You are responsible for any applicable taxes, currency conversion fees, or additional charges imposed by your financial institution.

Cancellation and Rescheduling

We understand that life happens. If you need to cancel or reschedule a coaching session, please provide at least 24 hours' notice. Sessions canceled with less than 24 hours' notice may be subject to forfeiture or a cancellation fee, as outlined in your coaching agreement.

We reserve the right to reschedule sessions due to unforeseen circumstances, in which case we will make reasonable efforts to accommodate your schedule.

Refund Policy

Due to the personalized nature of coaching services, refunds are generally not provided for completed sessions. Refund requests for unused portions of coaching packages or programs will be considered on a case-by-case basis. Digital products and downloadable resources are non-refundable once accessed or delivered.

If you have concerns about our services, please contact us directly so we can work toward a resolution.

7. Client Responsibilities and Commitments

Coaching is a collaborative process that requires your active participation and commitment. To maximize the value of our work together, you agree to:

Attend scheduled sessions on time and come prepared to engage fully in the coaching process. Communicate openly and honestly with your Coach about your goals, challenges, and progress. Take ownership of your decisions, actions, and results. Complete any agreed-upon action items, exercises, or homework between sessions. Provide reasonable notice if you need to cancel or reschedule a session. Treat your Coach and any other participants (in group settings) with respect and professionalism.

You understand that the success of coaching depends largely on your own effort, commitment, and willingness to make changes. The Coach provides guidance, support, and accountability, but you are ultimately responsible for your own growth and results.

8. Intellectual Property Rights

All content on this Website, including but not limited to text, graphics, logos, images, videos, audio files, worksheets, guides, course materials, and software, is the property of Shaina Cunningham or our licensors and is protected by United States and international copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, non-transferable license to access and use the Website and any materials provided through our services for your personal, non-commercial use only. This license does not include the right to:

Reproduce, distribute, publicly display, or create derivative works from our content without prior written permission. Use our content for commercial purposes or to provide services to others. Remove, alter, or obscure any copyright, trademark, or other proprietary notices. Share, resell, or redistribute coaching materials, programs, or digital products.

Any unauthorized use of our intellectual property may result in termination of your access to the Website and services, and may subject you to civil and criminal penalties.

9. User Conduct and Prohibited Uses

When using this Website or engaging with our services, you agree not to:

Violate any applicable laws, regulations, or third-party rights. Use the Website for any unlawful, fraudulent, or malicious purpose. Interfere with or disrupt the operation of the Website or any servers or networks connected to it. Attempt to gain unauthorized access to any part of the Website, other accounts, or computer systems. Transmit viruses, malware, or any other harmful code. Harvest, collect, or store personal information about other users without their consent. Impersonate any person or entity or misrepresent your affiliation with any person or entity. Use automated systems, bots, or scripts to access the Website without our express written permission. Engage in any conduct that restricts or inhibits anyone else's use or enjoyment of the Website.

We reserve the right to take any action we deem necessary to address violations of these Terms, including removing content, suspending access, or pursuing legal remedies.

10. Third-Party Services and Links

This Website may contain links to third-party websites, services, or applications that are not owned or controlled by us. These links are provided for your convenience and reference only. We are not responsible for the content, privacy practices, or availability of such third-party services.

We may use third-party service providers to support our Website and business operations, including payment processors, scheduling platforms, email services, and

analytics tools. Your use of such third-party services is subject to their respective terms of service and privacy policies.

The inclusion of any link or integration does not imply our endorsement, sponsorship, or recommendation of the linked site or its content. We encourage you to review the terms and privacy policies of any third-party services you access.

11. Disclaimers of Warranties

THE WEBSITE AND ALL CONTENT, MATERIALS, INFORMATION, AND SERVICES PROVIDED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We do not warrant that: (a) the Website will be available at all times or operate without interruption; (b) the Website will be free from errors, viruses, or other harmful components; (c) any defects will be corrected; (d) the results obtained from using our services will meet your expectations; or (e) any information on the Website is accurate, complete, or current.

Your use of this Website and our services is at your own risk. You are solely responsible for any damage to your computer system or loss of data resulting from your use of the Website.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHAINA CUNNINGHAM, HER AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH:

Your access to or use of (or inability to access or use) the Website or our services. Any conduct or content of any third party on the Website. Any content obtained from the Website. Unauthorized access, use, or alteration of your transmissions or content. Any decisions or actions you take based on information or coaching provided through our services.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE EXCEED THE AMOUNT YOU HAVE PAID TO US, IF ANY, IN THE TWELVE (12)

MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER.

Some jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above limitations may not apply, and you may have additional rights.

13. Indemnification

You agree to indemnify, defend, and hold harmless Shaina Cunningham, her affiliates, officers, directors, employees, agents, licensors, and service providers from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

Your violation of these Terms. Your use of the Website or our services. Your violation of any third-party rights, including intellectual property or privacy rights. Any content you submit, post, or transmit through the Website. Your negligent or wrongful conduct.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate with our defense of such claim.

14. Governing Law and Dispute Resolution

These Terms and any disputes arising out of or related to these Terms or your use of the Website shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

Informal Resolution

Before initiating any formal legal action, you agree to first contact us and attempt to resolve any dispute informally. Most concerns can be quickly resolved through open communication. Please reach out to us using the contact information provided below.

Formal Dispute Resolution

If we are unable to resolve a dispute informally within thirty (30) days, any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Los Angeles County, California. You consent to the personal jurisdiction of such courts and waive any objection to venue in such courts.

Waiver of Class Actions

TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. If this waiver is found to be unenforceable, then the entirety of this dispute resolution section shall be null and void.

15. Changes to These Terms

We reserve the right to modify, update, or replace these Terms at any time at our sole discretion. When we make changes, we will update the "Last Updated" date at the bottom of this document.

For material changes that significantly affect your rights or obligations, we will make reasonable efforts to notify you, such as by posting a notice on the Website or sending an email to the address associated with your account.

Your continued use of the Website after any changes to these Terms constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must discontinue your use of the Website.

We encourage you to review these Terms periodically to stay informed about your rights and responsibilities.

16. General Provisions

Entire Agreement

These Terms, together with our Privacy Policy and any separate coaching agreements, constitute the entire agreement between you and Shaina Cunningham regarding your use of the Website and supersede all prior agreements and understandings.

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.

Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative.

Assignment

You may not assign or transfer these Terms or your rights hereunder without our prior written consent. We may freely assign these Terms without restriction.

17. Contact Information

If you have any questions, concerns, or feedback about these Terms of Service or our practices, please contact us at:

Shaina Cunningham

Website: www.shainacunningham.com

Email: shainacunningham@gmail.com

We value your communication and will respond to your inquiries as promptly as possible.

By using this Website, you acknowledge that you have read and understood these Terms of Service and agree to be bound by them.

Last Updated: 1/15/2026