

Terms & Conditions - Bryan de Justin Coaching, LLC

Last Updated: 10/15/2025

These Terms & Conditions (“Terms”) govern your access to and use of the services, website(s), communications, and materials of **Bryan de Justin Coaching LLC** (“we,” “us,” “our”). By booking, paying for, or receiving services—or by using our website or communicating with us—you agree to these Terms.

Our services are **non-medical, non-clinical, non-psychotherapeutic** and do not diagnose, treat, or cure medical or mental health conditions. If you need medical or psychological care, consult a licensed professional.

1) Who We Are & How to Reach Us

Bryan de Justin Coaching LLC

2704 Medinah Way, Modesto, CA 95355

(408) 888-4587 • bryandejustincoaching@gmail.com

2) Eligibility & Client Responsibilities

- You represent you are mentally and emotionally fit to engage in coaching; if that changes, you'll promptly inform us. You acknowledge responsibility for obtaining medical referrals when appropriate and **release us from liability**. If you fail to do so.
 - You are solely responsible for your decisions, actions, and results arising from coaching; the Coach is **not liable** for your acts/omissions or outcomes.
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3) Nature of Services & No Medical Care

- Coaching, hypnosis, relationship coaching, and related offerings are **goal-oriented personal development services**, not medical or psychotherapeutic treatment.
 - We do not claim cures; discomfort (e.g., difficult emotions) can occur and **is not evidence of negligence or abuse**.
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4) Minors

- For clients under 18, parents/guardians may be involved; alternative channels (e.g., SMS, Discord, Roblox, PlayStation) may be used with permission. Mature minors (13+) may receive increased confidentiality subject to safety and legal exceptions. Dual consent for hypnosis may be required.
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5) Session Logistics, Recordings & Educational Use

- Some sessions—especially with minors—**may be recorded** for documentation/safety; notes/recordings may be kept **indefinitely**. We may use de-identified materials for education/case studies/content; we won't share explicit identifiers without your consent.
 - Electronic communications (email/SMS/video) are **not HIPAA-compliant**; you **release us from liability** for damages caused by hacks/breaches to the maximum permitted by law.
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6) Appointment Scheduling, Lateness & Cancellations

- Please cancel/reschedule **≥24 hours** before your appointment. You may reschedule at no cost; if you cancel and **do not reschedule**, the **full fee applies**. Same-day cancellations incur the **full coaching fee**. If you are **15+ minutes late**, we may mark the session as abandoned and charge the full fee (unless rescheduled).
 - Either party may terminate the agreement with **6 days' written notice**; fees already owed or package commitments remain enforceable; no refunds for services rendered.
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7) Terms of Payment

Accepted Methods (pre-payment required unless otherwise stated): PayPal, Venmo, Zelle, CashApp, Visa/Mastercard/AmEx, Check, Apple Pay, Google Pay, Samsung Pay, website

checkout, Square, Wave, and approved alternatives. **These platforms may not be HIPAA-compliant.**

- **Insurance:** Coaching is **not** covered by insurance; **you are responsible** for all fees.
 - **First Consultation/Session:** Advertised as free where stated.
 - **Package Plans (50/50 option):**
 - If you choose 50/50, pay half at start; **remaining half is due no later than 1 week before the 8th session** in the package.
 - If the **8th session** isn't redeemed within **2 months** of the first paid session, it becomes **due** at the 2-month mark.
 - **Every 10 sessions** offers a **free session** (or as specified for packages).
 - **Packages are non-refundable, non-cancellable, and non-exchangeable.**
 - If services end before the 8th session, **the remaining half is still due** (for 50/50 plans).
 - **Refunds:** Sessions rendered are **not refundable**; package/50-50 plan payments are **non-refundable**.
 - **Collections & Chargebacks:** Failure to pay may result in service termination and **collections** (including garnishment where lawful). You agree not to initiate unjustified chargebacks and remain liable for fees/collection costs.
 - **Pricing:** Fees and payment plans are published and/or communicated by us and may change prospectively.
 - **Loyalty Program:** Points may accrue/redeem via Wix; we're **not responsible** for lost/failed points; program may be ended anytime.
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8) Satisfaction Guarantee (Scope & Limits)

After **90 days** from your **first paid session**, if you report **no progress** as defined in your agreement, we may—at our discretion—provide subsequent services **for free** upon written notice meeting the stated criteria. This is **not a guarantee of results**.

9) Confidentiality & Permitted Disclosures

We maintain confidentiality and disclose minimally. We may disclose without consent when required by law or to prevent imminent harm. We may provide reports to relevant institutions upon request; by engaging, you consent to such reporting where required.

10) Communications, Marketing & Data Practices

- By engaging our services, you **agree to be enrolled** in email/SMS marketing; you may **opt out** anytime.
 - Electronic communications **may not be HIPAA-compliant**; security cannot be guaranteed.
 - See our **Privacy Policy** for details (including Florida privacy rights) and additional waivers/releases.
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11) Intellectual Property & Limited License

All materials we provide (courses, audios, books, worksheets, recordings) are owned by **Bryan de Justin Coaching LLC** and licensed to you for personal use only unless we grant written permission.

12) Non-Disparagement

In case of termination, dissatisfaction, or legal dispute, you agree **not to defame** Bryan de Justin Coaching LLC or its affiliates.

13) Assumption of Risk; Release; Limitation of Liability; Indemnity

- **Electronic Comms & Data:** You acknowledge risks (hacking/breaches) and **release us from liability** for damages related to non-HIPAA electronic communications/storage to the fullest extent allowed by law.
- **Third-Party Platforms:** You acknowledge we're **not responsible** for payment/loyalty platforms' security or practices (PayPal, Venmo, Zelle, CashApp, Apple/Google Pay, Square, Wave, Wix) and **covenant not to sue** us for issues arising from their systems.

- **Coaching Outcomes:** You acknowledge potential discomfort and agree this **does not** constitute negligence or abuse; we disclaim consequential/special/punitive damages to the maximum extent permitted by law.
 - **Indemnification:** You agree to defend/indemnify/hold us harmless against claims arising from your breach of these Terms, misuse of services, or use of third-party platforms.
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14) Emergencies

We do **not** provide crisis intervention. In an emergency, call **911** or the appropriate service. We may contact your emergency contact when danger is reasonably foreseen.

15) Marketing Testimonials & Public Reviews

If you voluntarily publish reviews/testimonials, you may be identifiable; you accept responsibility for any self-identification.

16) Changes to Services, Force Majeure

We may modify, suspend, or discontinue any part of the services, loyalty program, or website without notice. We're not liable for delays/failures caused by events beyond our reasonable control.

17) Governing Law, Venue & E-Sign

These Terms (and disputes) are governed by **California law** with venue in **California**; electronic signatures carry the **same legal effect** as physical signatures.

18) Updates to These Terms

We may update these Terms; the “Last Updated” date reflects changes. Your continued use constitutes acceptance.

19) Severability; Entire Agreement; Assignment

If any provision is unenforceable, the rest remains in effect. These Terms, together with your signed Coaching Agreement & Informed Consent and our Privacy Policy, are the **entire agreement** regarding services. We may assign our rights/obligations; you may not assign without our written consent.

Summarised Terms & Conditions

- **Not therapy/medical care**; you’re responsible for your choices/results.

- **Cancel/reschedule $\geq 24\text{h}$** ; same-day/abandoned sessions billed.
- **Packages non-refundable**; 50/50 terms apply; collections possible if unpaid.
- **Some sessions may be recorded**; stored indefinitely; e-comms not HIPAA-compliant.
- **Non-disparagement** applies.
- **California** law & venue; **e-sign valid**.