

**Effective Date: December 5, 2024**

Welcome to [www.melanieshiell.com](http://www.melanieshiell.com), the website for Melanie Shiell Coaching. By accessing and using this website (the "Site"), you agree to the following Terms and Conditions ("Terms"). Please read them carefully before using the Site or purchasing any services or products. These Terms govern your use of the Site, your relationship with Melanie Shiell Coaching, and the services and products provided. If you do not agree to these Terms, please refrain from using the Site.

## **1. Introduction**

1.1 These Terms apply to all visitors, users, and others who access or use the Site, including purchasing coaching services, digital programs, and courses.

1.2 Melanie Shiell Coaching ("we," "us," or "our") is a business registered under the name Melanie Shiell Coaching. Our email address is [melanie@melanieshiell.com](mailto:melanie@melanieshiell.com), and our business address is PO Box 1818, St. Marys, Ontario, N4X 1C2.

## **2. Services and Products**

2.1 Melanie Shiell Coaching offers coaching services, digital programs, and online courses related to personal development and business growth.

2.2 All descriptions of services, products, or content on the Site are provided for informational purposes only. We reserve the right to modify, update, or discontinue any service or product at any time without prior notice.

2.3 All products and services available for purchase are subject to availability, and we do not guarantee that all products or services will be available at all times.

## **3. Account Registration and Usage**

3.1 In order to access certain features of the Site or make a purchase, you may be required to create an account and provide certain personal information.

3.2 You agree to provide accurate, current, and complete information and maintain the security of your account information.

3.3 You are responsible for all activities that occur under your account and agree to notify us immediately of any unauthorized use.

## **4. Payment and Pricing**

4.1 All prices for coaching services, digital programs, and courses are listed on the Site and are subject to change without prior notice.

4.2 Payments are due at the time of purchase. We accept payment through various online payment methods, which will be specified during checkout.

4.3 All sales are final, and no refunds will be issued for digital products or services, unless required by law or otherwise specified.

## **5. Intellectual Property**

5.1 All content on the Site, including text, images, logos, graphics, videos, programs, and courses, is the property of Melanie Shiell Coaching and is protected by copyright and intellectual property laws.

5.2 You are granted a limited, non-exclusive, non-transferable license to access and use the Site for personal, non-commercial purposes, provided you comply with these Terms.

5.3 You may not reproduce, distribute, modify, or create derivative works of any content on the Site without our express written permission.

## **6. User Conduct**

6.1 You agree not to use the Site for any unlawful, harmful, or fraudulent purposes.

6.2 You agree not to engage in any conduct that could damage, disable, or impair the Site or interfere with others' use of the Site.

6.3 You may not attempt to gain unauthorized access to any part of the Site, accounts, or systems.

## **7. Third-Party Links**

7.1 The Site may contain links to third-party websites, products, or services that are not owned or controlled by Melanie Shiell Coaching.

7.2 We are not responsible for the content, privacy policies, or practices of any third-party websites. You acknowledge and agree that we are not liable for any loss or damage arising from your use of any third-party sites.

## **8. Privacy and Data Protection**

8.1 Our Privacy Policy governs the collection, use, and sharing of your personal information. By using the Site, you consent to the collection and use of your data as outlined in the Privacy Policy.

8.2 We take reasonable steps to protect your personal information, but cannot guarantee the security of data transmitted over the internet.

## **9. Disclaimers**

9.1 Melanie Shiell Coaching provides coaching, programs, and courses for informational and educational purposes only. Any advice or suggestions provided are not intended as professional advice and should not be construed as such.

9.2 We do not guarantee any specific results or outcomes from the use of our services, programs, or courses. Your success depends on various factors, including but not limited to your efforts, commitment, and external circumstances.

## **10. Limitation of Liability**

10.1 To the fullest extent permitted by law, Melanie Shiell Coaching shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with your use of the Site or our services and products.

10.2 In no event shall our liability exceed the amount paid by you for the service or product that is the subject of the claim.

## **11. Indemnity**

11.1 You agree to indemnify and hold Melanie Shiell Coaching harmless from any claims, losses, damages, liabilities, or expenses (including reasonable attorney's fees) arising out of or in connection with your use of the Site, violation of these Terms, or infringement of any rights of third parties.

## **12. Governing Law**

12.1 These Terms shall be governed by and construed in accordance with the laws of Ontario, Canada, without regard to its conflict of law principles.

12.2 Any legal action or proceeding arising under these Terms shall be brought exclusively in the courts located in Ontario, Canada, and you consent to the jurisdiction of such courts.

## **13. Amendments**

13.1 Melanie Shiell Coaching reserves the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Site.

13.2 It is your responsibility to review these Terms periodically. By continuing to use the Site after any changes are made, you accept those changes.

## **14. Termination**

14.1 We may suspend or terminate your access to the Site or our services at our sole discretion, without notice, for any reason, including if you violate these Terms.

14.2 Upon termination, all rights and obligations under these Terms will cease, except those that by their nature are intended to survive.

## **15. Severability**

15.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## **16. Contact Information**

If you have any questions or concerns regarding these Terms, please contact us at:

**Melanie Shiell Coaching**

Email: [melanie@melanieshiell.com](mailto:melanie@melanieshiell.com)

Address: PO Box 1818, St. Marys, Ontario, N4X 1C2, Canada

By using the Site, you acknowledge that you have read, understood, and agree to these Terms and Conditions.