

# EG Coach

## Disclaimer, Privacy Policy, and Terms and Conditions

### Welcome to EG Coach

As a professional coach, I aim to provide guidance and support to help you achieve your personal, professional, and wellness goals. However, it is important to understand the scope, boundaries, and limitations of my services. This document outlines the terms and conditions for engaging in coaching with EG Coach, including our privacy policy and disclaimer.

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## Disclaimer

### Scope of Coaching Services

**1. Coaching is Not Therapy or Medical Advice:**

EG Coach provides guidance and tools to support personal and professional development. I am not a licensed therapist, counselor, psychiatrist, or medical professional. Coaching sessions are not a substitute for therapy, medical diagnosis, or treatment.

**2. No Diagnosis or Treatment:**

I do not diagnose, treat, or cure any physical or mental health conditions. If you suspect a medical or psychological issue, you must seek support from a licensed healthcare professional.

**3. No Medication or Medical Recommendations:**

I do not prescribe, recommend, or advise on medications, supplements, or medical treatments of any kind. Any decisions about medications or treatments should be made in consultation with your doctor.

**4. No Emergency or Crisis Support:**

Coaching is not designed to handle emergencies or crises. If you are in distress, experiencing suicidal thoughts, or in danger of harming yourself or others, please contact emergency services or a crisis hotline immediately.

**5. No Financial, Legal, or Tax Advice:**

EG Coach does not provide financial planning, legal counsel, or tax advice. Any decisions related to business, legal matters, or finances are your sole responsibility and should be discussed with qualified professionals.

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## **Privacy Policy**

### **Data Collection and Use**

**1. Personal Information:**

EG Coach collects personal information such as your name, contact details, and relevant information shared during coaching sessions. This data is used solely to provide coaching services and communicate with you.

**2. Confidentiality:**

All discussions, materials, and information shared during coaching sessions are strictly confidential. EG Coach will not disclose, copy, share, or sell any details of our conversations or your personal information to third parties without your explicit written consent.

**3. Data Security:**

While EG Coach takes precautions to protect your data, the use of digital platforms (e.g., email, video conferencing) may involve some risks. By participating in coaching, you acknowledge and accept these risks.

**4. Retention and Deletion:**

Your data will be retained for as long as necessary to provide coaching services or comply with legal obligations. You may request the deletion of your data at any time.

**5. Exceptions to Confidentiality:**

Confidentiality may only be breached under the following circumstances:

- If required by law, such as in cases of a court order.
- If there is a clear and imminent danger to yourself or others, I may be ethically obligated to report this to the appropriate authorities.

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## Terms and Conditions

### Client Responsibility and Engagement

1. **Self-Responsibility:**

You are fully responsible for your own decisions, actions, and outcomes during and after coaching sessions. EG Coach provides guidance, but the implementation of strategies is entirely your responsibility.

2. **Active Participation:**

Effective coaching requires your full engagement, honesty, and effort. Lack of participation or misrepresentation of facts may limit the effectiveness of coaching.

3. **No Guarantees:**

Coaching is a collaborative process, and success depends on individual effort and circumstances. EG Coach does not guarantee specific results or outcomes.

4. **Behavioral Accountability:**

Any disrespectful, aggressive, or harmful behavior will result in the immediate termination of services without refund.

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### Session Policies

1. **Session Recordings:**

If sessions are recorded (with your consent), these recordings are for private use only and will not be shared publicly. Similarly, you agree not to record or share sessions without my explicit written permission.

2. **Cancellation Policy:**

Appointments must be canceled at least 48 hours (2 days) before the scheduled time. Failure to cancel within this timeframe will result in being charged the full session rate. An invoice will be sent to you for payment after the missed session.

3. **Termination Rights:**

Either party may terminate the coaching relationship at any time.

Refunds for unused sessions will only be issued if agreed upon in writing.

4. **Force Majeure:**

EG Coach is not responsible for delays or interruptions caused by unforeseen circumstances, such as natural disasters, technical issues, or emergencies.

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## **Additional Protection Clauses**

1. **Non-Disparagement Clause:**

Clients agree not to publicly or privately make negative, defamatory, or disparaging remarks about EG Coach, EG Morningstar LLC, or its representatives. This includes social media, reviews, or any public forum.

2. **Mutual Release of Claims:**

Both parties agree to release one another from any claims, disputes, or liabilities related to the coaching relationship, except in cases of proven gross negligence or intentional misconduct.

3. **No Third-Party Beneficiaries:**

This agreement is exclusively between EG Coach and the client. No other parties shall have any rights under this agreement.

4. **Accurate Information Clause:**

Clients are required to provide accurate and truthful information during sessions. EG Coach is not responsible for outcomes based on incomplete or inaccurate information.

5. **Independent Actions:**

Clients acknowledge that all actions and decisions taken during or after coaching sessions are their sole responsibility. EG Coach is not liable for any consequences of these actions.

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## **Referral to Other Professionals**

If I observe that your situation requires intervention beyond the scope of coaching, such as persistent mental health concerns, harmful behaviors, or

medical needs, I will inform you and recommend seeking assistance from a qualified professional.

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## **Limitations of Liability**

**1. Indemnification Clause:**

By participating in coaching, you agree to indemnify and hold harmless EG Coach from any claims, damages, or expenses resulting from your participation in coaching sessions.

**2. Waiver of Liability:**

You acknowledge that EG Coach is not liable for any losses, damages, or adverse outcomes that may occur as a result of coaching sessions.

**3. Assumption of Risk:**

You understand that coaching involves personal exploration, which may evoke strong emotions. You agree to take full responsibility for processing these emotions and seeking additional support if needed.

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## **Intellectual Property and Marketing**

**1. Materials and Resources:**

All tools, worksheets, and strategies provided by EG Coach remain my intellectual property and are for your personal use only.

**2. Marketing and Testimonials:**

If you provide a testimonial, you grant EG Coach permission to use it for marketing purposes while respecting your privacy unless you explicitly agree to share identifiable information.

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## **Jurisdiction and Dispute Resolution**

1. **Jurisdiction:**

Any disputes arising from coaching services are subject to the laws of Florida and must be resolved within that jurisdiction.

2. **Arbitration Clause:**

Any disputes will be resolved through mediation or arbitration before pursuing legal action.

3. **Entire Agreement:**

This document constitutes the entire agreement between the client and EG Coach, superseding all prior agreements, understandings, or communications. No verbal modifications are valid unless confirmed in writing.

4. **Severability Clause:**

If any provision of this document is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

5. **Survivability Clause:**

Any provisions of this agreement intended to survive termination (e.g., indemnity, non-disparagement, confidentiality) shall remain in effect.

6. **No Waiver Clause:**

Failure to enforce any part of this agreement does not constitute a waiver of any right or provision.

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## Legal Entity Information

EG Coach operates under EG Morningstar LLC, a registered business entity. All coaching services, agreements, and liabilities are governed by the legal framework of EG Morningstar LLC. By engaging in coaching with EG Coach, clients acknowledge and accept that services are provided through EG Morningstar LLC.

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## Acknowledgment

By participating in coaching services with EG Coach, you acknowledge and agree to these terms. You understand the scope, limitations, and responsibilities outlined in this document.

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**EG Coach**

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***“Helping You Transform Challenges into Opportunities”***

