

WEBSITE TERMS OF USE

ACCEPTANCE OF TERMS OF USE

Please read these terms of use carefully. Along with our privacy policy and disclaimer, they create a legally binding agreement between you and Anne Bergman Coaching. (referred to as “Company”, “we”, “us”, “our”). These terms of use govern your use of:

- our website - www.annebergman.ca (referred to as “Site”);
- email communication with us and content that appears on the Site and our social media channels (collectively referred to as “Content”); and
- our products and services.

By using our Site, Content, products, or services, you voluntarily agree to these terms of use, our privacy policy, and our disclaimer. If you do not agree, please do not use our Site, Content, products, or services.

You must be at least 18 years old to agree to these terms of use, our privacy policy, and our disclaimer. If you are under 18 years old, please do not use our Site, Content, products, or services.

The Company is the owner of the Site. We reserve the right to change the information in our Site, Content, products, or services, at any time without notice. Your continued use of the Site, Content, products, or services affirms your acceptance of the most current version of our terms of use, our privacy policy, and our disclaimer.

1. FOR GENRAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY

1. The Site and Content are for general informational and educational purposes only. They are not intended as the advice of a regulated healthcare professional, nor are they intended to replace the advice of a regulated healthcare professional.
2. You understand that the Company does not diagnose, treat, cure, or prevent any physical or mental health condition, illness, or disease.
3. The information in the Site and Content is not intended to be specifically tailored to you and your unique situation. You agree to consult with a regulated healthcare professional before following any of the information or suggestions contained in the Site and Content, including any changes to your diet, exercise, medications, supplements, or other health and lifestyle practices.

2. NO PROFESSIONAL RELATIONSHIP, NO PROFESSIONAL ADVICE

1. By visiting the Site and using the Content, no professional relationship is established between us.
2. You agree that you will not rely on any information or suggestions contained in the Site or Content as professional advice.

3. INTELLECTUAL PROPERTY

1. All information in the Site, Content, products, and services, is owned by the Company unless otherwise attributed. It is protected by Canadian law governing copyright, trademarks, and other proprietary rights. This includes the Company brand, tradename, trademark, servicemark, logo, text, taglines, graphics, artwork, documents, articles, manuals, guides, products, templates, photos, videos, and web pages, as well as their selection and arrangement (i.e., look and feel); this also includes source code and software (collectively referred to as “Intellectual Property”).
2. Your use of our Intellectual Property is strictly limited to the following: You may electronically view, copy, and print portions of the Site, Content, products, or services for the purpose of informational, educational, and non-commercial personal use only. If you would like to refer to, copy, or link to information contained in our Site or Content, you must attribute the Company as the original creator of the information, and you must directly link back to the Site or Content in whatever platform it appears. For example, if you want to refer to, copy, or link to our Content appearing in one of our social media accounts, you must directly link to that account.
3. Any other modification, publication, transmission, participation in the transfer or sale, creation of derivative works, distribution, display, or reproduction of our Intellectual Property in any format without our prior written permission is strictly prohibited
4. We reserve the right to protect and defend our Intellectual Property rights against violation to the fullest extent permitted by law.

4. LIMITED LICENSE FOR PRODUCTS & SERVICES

1. Purchasing products or services grants you **one** single limited, non-transferable, non-exclusive, royalty-free, revocable license to the specific products or services you purchase. The license is solely for the purpose of your informational, educational, and non-commercial personal use. You are strictly prohibited from sharing, lending, sublicensing, selling, reselling, transferring, copying (including copying the source code), reverse engineering, duplicating, reproducing, modifying, or otherwise exploiting your access to the products or services to any other party for any reason.

2. If, in our sole discretion, we determine that you have breached the terms of your license, we will consider this copyright infringement and will immediately revoke your license and suspend your access to the products or services without refund. If your license is revoked, you must destroy any products or services in your possession, whether in electronic or printed format.
3. We reserve the right to take additional steps to seek available legal remedies for violation of our Intellectual Property rights, including reporting your activities to the relevant law enforcement authorities.

5. FEES, PAYMENT AND REFUNDS

1. Fees for products or services are listed on the Site in Canadian dollars. We reserve the right to change our fees at any time without notice.
2. If you are unsatisfied with your coaching package purchase, we will refund the prorated amount remaining on your coaching package that you have paid for and have not yet received.

In order to qualify for a refund, you must email us your request at: anne@annebergman.ca within 24 hours of your most recent coaching call.

We reserve the right to refuse to offer a refund for any reason at our sole discretion.

3. You agree to not dispute any charges with your credit card provider and/or financial institution for products or services you paid for and we delivered to you.
4. Your satisfaction is important to us. If you're unhappy with the products or services you purchased, please get in touch with us as soon as possible at: anne@annebergman.ca and we will try our best to work out a resolution.

6. THIRD PARTY APPLICATIONS AND LINKS

1. We use a number of third party applications to make the Site, Content, products, and services available to you. We may also link the Site, Content, products and services to third party websites. The Company assumes no responsibility for the content, security, or reliability of any third party application or website, or for any losses or damages you may incur from using any third party application or website.
2. If you would like to know which third party applications we use, contact us at: anne@annebergman.ca.

3. If you do not agree with the terms of use for any of these third parties, please do not use our Site, Content, products, or services.

7. COMMUNICATION

1. If you voluntarily opt into our email list or purchase products or services, you agree to receive email from us, including announcements, site updates, promotions, and news about any changes to the products or services you have purchased.
2. We accept no responsibility for your receipt of communication from us. You are responsible for ensuring that your email address is not blocked or impaired from receiving our communication.
3. You may unsubscribe from our communication at any time. However, in doing so, you understand that you will no longer be notified of information or updates from us. If you have purchased products or services, we reserve the right to continue sending you communication pertinent to your purchase, including issues with payment.
4. You agree to comply with Canada's Anti-Spam Legislation. If, in our sole discretion, we determine that you are involved in creating or sending spam to the Site, our email, or our social media channels, we may immediately terminate your access to these platforms.

8. YOUR CONDUCT

1. You agree that you will not use the Site, Content, products, or services in a way that:
 - a) violates any international, federal, provincial, or local laws, regulations, rules, codes, or orders of governmental or judicial authorities;
 - b) is fraudulent, deceptive or misleading;
 - c) tampers with the Site, Content, products, or services, such as introducing viruses, trojans, worms, logic bombs, or otherwise harms the functionality and security of the Site, Content, products, or services;
 - d) is threatening, harassing, discriminatory, libelous, defamatory, or obscene;
 - e) violates any contractual or fiduciary obligations;
 - f) uses the Site or Content for any third-party marketing without our express written permission; or
 - g) has an adverse effect on our business, reputation, or ability to provide products or services.
2. We will report any of the above activity to the relevant law enforcement authorities. You agree to indemnify and hold us harmless from any third-party claims, liability, damages, and/or costs arising from your use and misuse of the Site, Content, products, or services, and/or your breach of these terms of use.

9. REFUSAL OF SERVICE

We reserve the right to refuse access to the Site, Content, products, or services to any person or entity for any reason at our sole discretion.

10. AFFILIATES

We reserve the right to link to third party products or services that we believe may be of value to you. If we earn a commission, affiliate fee, or referral fee from these third parties we will use reasonable efforts to be transparent about this.

11. FEEDBACK AND TESTIMONIALS

1. We may refer to testimonials, case studies, or other feedback from users or clients through the Site, Content, products, or services. Although these are truthful, the results obtained by these users are examples only and are not necessarily typical. Any testimonials, case studies, or other feedback that we may share do not guarantee results of any kind.

12. RESULTS NOT GUARANTEED

We cannot guarantee any results of any kind from using the Site, Content, products, or services. You agree to use the Site, Content, products, or services at your own discretion and risk, and you agree that you are fully responsible for your own results.

13. NO WARRANTY

The Site, Content, products, and services are provided “as is” without any express or implied warranty, including merchantability, fitness for a particular purpose, or non-infringement. We try our best to provide you with information and materials that are accurate, complete, reliable, and current, but we cannot guarantee this. We also cannot guarantee your financial, business, or personal success as a result of using the Site, Content, products, or services. You accept full responsibility for using the Site, Content, products, or services.

14. DISCLAIMER OF LIABILITY

We expressly disclaim liability for any direct or indirect loss or damage to you or others arising from your use of the Site, Content, or our services or products.

15. INDEMNIFICATION

1. You agree to indemnify and hold harmless the Company and its directors, officers, employees, agents, affiliates, subsidiaries, representatives, or partners from any claims, demands, losses, damages, causes of action, lawsuits, and judgments,

including legal fees and related costs incurred by you or others that result from your actions under this agreement.

2. You agree to defend against any claims, demands, losses, damages, causes of action, lawsuits, and judgments, including legal fees and related costs incurred by you or others that result from your actions under this agreement, unless expressly stated otherwise by the Company in writing.

16. DISPUTE RESOLUTION

1. If a dispute between the parties arises out of or in connection with these terms of use, the parties agree to resolve the dispute through arbitration before a mutually agreed upon arbitrator under the current rules of the Canadian Arbitration Association. If the parties cannot agree upon an arbitrator, each party will select one arbitrator who will then appoint a neutral arbitrator to hear the matter.
2. The parties will equally split the costs of the arbitrator and will independently pay their own additional costs related to the arbitration.
3. The only award that you can receive is a refund of any payment you made to the Company. The arbitrator will have no authority to award punitive or non-compensatory damages to either party. The decision of the arbitrator will be final and binding.
4. By agreeing to arbitration, you agree to waive your right to sue the Company in court.

17. SEVERABILITY

If a provision in these terms of use, our privacy policy, or our disclaimer is determined to be invalid or unenforceable, the remaining provisions will not be affected and will remain in full effect provided that the purpose of these instruments is not adversely affected.

18. ASSIGNMENT

Your rights and obligations under these terms of use cannot be assigned to any other party. Any assignment that violates this provision shall be void.

19. ENTIRE AGREEMENT

These terms of use, along with our privacy policy and disclaimer, as well as any other written agreement that governs your relationship with the Company, constitute the entire agreement between you and the Company.

20. GOVERNING LAW

These terms of use shall be governed by the laws of British Columbia, Canada, without giving effect to any choice or conflict of law provision or rule of another jurisdiction.

CONTACT US

If you have questions or concerns about these terms of use, please contact us at: anne@annebergman.ca.

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