Terms and Conditions

**PLEASE CAREFULLY READ THE FOLLOWING TERMS OF USE RELATING TO YOUR USE OF THIS SITE.**

Last updated: 01/22/20

By using this site, you are deemed to have agreed to these terms. We reserve the right to modify them at any time. You should check these terms periodically for changes. By using this site after we post any changes to these terms, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms of use, please STOP NOW and you are directed not to use this site.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use Yanira Life Coaching services or this site.

**Termination**

We may terminate or suspend access to our service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms and Conditions.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Scope of Terms**

These terms apply to your use of https://www.yaniralifecoaching.com/ or other sites or apps that we may own or operate in the future (“Site”). Please note: This Site is intended for use in the United States of America only.This following information outlined here is for Yanira Life Coaching and all materials, services and products offered by this site including information, forms, services, products, and workshops. This also includes all coaching under the name of Yanira Life Coaching. It is important to note that this applies to this specific website, all supervision, consulting and coaching programs, and any products and services provided or sold by Yanira Life Coaching. This disclaimer does not apply to any other business entity outside of Yanira Life Coaching.You agree that by choosing to enter and engage on Yanira Life Coaching website, or if you choose to purchase any products or materials or services that would include: coaching, webinars, workshops, events, e-books, e-workshops, e-kits, e-products, audio or video products, or any other product or services offered through Yanira Life Coaching or if you decide to use information from or engage with Yanira Life Coaching,  via social media platforms, our blog, contact through email, or engage with or purchase any other form of program, product or service provided by or related to Yanira Life Coaching, that you are agreeing to accept all parts of this Disclaimer. If at any time you choose not to accept these terms of use, please STOP NOW and you are directed not to use this site.

**Purpose**

The purpose for the Yanira Life Coaching website, blog, services, products, e-products, webinars, and social media platforms is for informational purposes only.  All information contained on and within this website, as well as every service, product or program that is offered, is solely for educational and informational purposes only. This information is made available only as general supportive information for your own use, should you decide to use this information. You acknowledge that by using this site that you will not seek to hold Yanira Life Coaching or any employee or associate of Yanira Life Coaching responsible for anything that occurs as a result of the use of the information on this site.

**Life Coaching is not Therapy, Counseling, or a Healthcare Treatment**

Information on this site nor any type of engagement or participation with Yanira Life Coaching or Yanira Mendoza is intended to be therapy. Yanira Life Coaching is not a therapy or counseling service or healthcare treatment and is not intended to take the place of needed therapy or counseling or other healthcare treatment or program.

**Documents**

Through this Site we may offer you the opportunity to download and/or purchase documents. Please note that Yanira Life Coaching retrains complete ownership of the intellectual property rights in these documents. You acknowledge that when you download a document from this Site, you are doing so at your own risk. You may only use the downloaded document for non-commercial uses. At no time are you permitted to remove any copyright or proprietary notices on the pages of a document. Yanira Life Coaching makes no representation or warranty regarding the quality of these documents and assumes no responsibility for the accuracy or availability of these documents. YANIRA LIFE COACHING EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO THE DOWNLOADING OF DOCUMENTS ON THE SITE.

**Age**
This Site is intended for use by people age eighteen (18) or older. By using this Site, you represent that you are over the age of eighteen (18).

**Links to Third Party Websites**

We are not responsible for the availability of any other site to which this Site links. We do not endorse or take responsibility for the content, advertising, products or other materials made available through any other site. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other site. You should direct any concerns to that site's administrator or webmaster. We are not responsible for the views, opinions, or accuracy of facts referenced on or through our website, blog information, programs, products and services or those of any other individual or company affiliated with us in any way. Every effort has been made to present you with the most accurate, up-to-date information, but we cannot be held responsible for the accuracy of our content. By using the Site you acknowledge this and fully consent to it.

**Personal Responsibility**

We aim to truthfully represent the information provided by or through the Yanira Life Coaching website, blog, social media, products, services, and any other services or materials provided. You are acknowledging that you are participating voluntarily in using our website, blog, social media, programs, products and services. You agree to take sole and personal and professional responsibility for your choices, actions and any results or consequences. You acknowledge that you take full responsibility for your business, clients, patients, and your health, life, and well-being, as well as the health, lives and well-being of your family and children (where applicable), for all decisions now and in the future.

**Testimonials**
It is important to note that any kind words or testimonials you read on the Yanira Life Coaching website, blog, store, or anywhere else, is used for illustration only. The testimonials and kind words are unique to each client. Kind words and testimonials are not solicited and each client or colleague has approved these testimonials for our website, blog, social media, product or services, but they are not intended to represent or guarantee that current or future clients will achieve the same or similar results.

**Guarantees**
If we work as a team in a life coaching capacity, my role is to support and assist you in reaching your goals, however, I cannot and do not guarantee that you will attain a particular personal goal, business result, income increase, certification, relational success, or business success, or other goal, and you accept and understand that results differ by each individual and their motivation, follow through, and experience.

**Limitation of Liability**

**UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL YANIRA LIFE COACHING OR ANY OF ITS RESPECTIVE AFFILIATES EMPLOYEES LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES — WHETHER DIRECT, SPECIAL OR CONSEQUENTIAL — THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MATERIALS, SERVICES, PRODUCTS OR PROGRAMS ON THE SITE, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL, YANIRA LIFE COACHING ITS EMPLOYEES OR ANY OF ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE).**

**Indemnity**

You agree to defend, indemnify and hold harmless YANIRA LIFE COACHING, its representatives, officers, directors, and employees from all liabilities, claims, costs, and expenses, including attorneys' fees, that arise from your use of the Site, the Site's blog, products, programs, services, your posting, downloading or transmission of communications or material on this Site, or from your violation of applicable law.

**Privacy Policy**
We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. Please read our [Privacy Policy](http://www.thecounselorscoach.com/privacy-policy).

**Governing Law**

These terms will be governed by, and construed in accordance with, the laws of Texas. Accordingly, the laws of Texas will be used exclusively to construe, govern and enforce these terms. Except as provided in the Injunctive Relief section, any action related to or arising out of these terms will be filed only in the Texas courts, and you consent to the exclusive jurisdiction of the state and federal courts located in Texas.

**Injunctive Relief**

In the event you breach or threaten breach of this Agreement, you acknowledge and agree that Yanira Life Coaching will be greatly and irreparably damaged and the damage will be difficult to quantify. Therefore, Yanira Life Coaching may apply to any court of competent jurisdiction accepting jurisdiction under this specific provision, who, regardless of the Governing Law provision, will apply the laws of its own jurisdiction in determining whether Yanira Life Coaching will be granted injunctive or other equitable relief to stop your breach or your threat of breach, without impairing, invalidating, negating or voiding Yanira Life Coaching rights to relief, either in law or at equity.

**Miscellaneous**
If any of these terms and conditions is found unlawful, void, or for any reason unenforceable, then that provision will be considered restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and will not affect the validity and enforceability of the remaining provisions. This is the entire agreement between you and Yanira Life Coaching relating to the subject matter it contains. This agreement may be modified only by our posting of changes to these terms and conditions, or by a writing signed by both parties. Any inquiries concerning these terms and conditions of use should be directed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**No Liability**

Yanira Life Coaching its employees will not be held responsible or liable in any way for the information, services, documents, products or materials that you request or receive through or on our website, blog information, programs, products and services.  In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance website, blog information, programs, products and services or on those affiliated with us in any way; including, without limitation, lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.  We do not assume liability for accidents, delays, injuries, loss or damage due to any act or default of any company, organization, or person engaged in rendering services, products, or educational sessions in-person, by phone/Skype or online with us, through individual and group programs, classes, workshops, events, retreats, seminars, coaching sessions, therapy sessions, and/or trainings in any location, included but not limited to, online or at any health food store, grocery store, yoga studio, fitness studio, spa, hotel, resort, private home, restaurant, company/business, clinical center, private practice office, non-profit organization, hospital, medical practice, library, school, university or outdoor setting. In the event that you use the information provided through our website, blog information, programs, products and services by us or affiliated with us, we assume no responsibility.

**Release of Claims**

You are agreeing to release us for any or all claims for the information, products or materials that you request or receive through on our website, blog information, programs, products and services.  In no event will we be liable to any party for any direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on this website, blog information, programs, products and services, or on those affiliated with us in any way; including, without limitation, for accidents, delays, injuries, harm, loss, damage, or death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties in advance.

**Implicit Agreement.**

By using our website, blog information, programs, products and services you implicitly signify your agreement to all parts of the above Disclaimer.

If you have any questions about these Terms & Conditions, please contact us at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Confidentiality**:  It is important to understand that emails or confidential information sent or received over the Internet may be intercepted and therefore may not be completely confidential.

**Results:** It is important to remember that coaching/consulting results are different for each client depending on why they seek coaching and how they apply what they learn. Each client or supervisee or product purchaser may have a different experience and results and should not base their expectations or results on the testimonials provided here, as results are not guaranteed.

**Insert Address and Phone Info**