

# On My Terms



A 6-Month Creative Business Accelerator for folks ready to hand back the “shoulds” and the “musts” that have seized control of your business, reclaim your vision, and run your business on your terms.

## Terms & Conditions

Welcome! I am so looking forward to having you as part of this program! You are in for an exciting time and I cannot wait to get started.

Before we begin, please read this information carefully. The purpose of this Agreement is to set forth the details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive, and comfortable.

This Agreement is being made between Megan Colleen Johnson of Megs Colleen LTD. of 912 Grant Street Lake Geneva, Wisconsin 53147 (“Coaches” or “we”) and The Client (“Client” or “you”). We both legally agree to the following:

### Program Description

• **Six 30 Minute Pre-Recorded Audio Trainings:** Each audio training focuses on that month’s theme teaching you: What it is, why it’s part of the process, prominent Dominant Dogma related to the topic, then how to flip the script and determine YOUR businesses aligned path forward. Transcripts of each training are provided for various learning styles.

• **Six 10+ Page PDF Guides:** Each module contains a corresponding Printable PDF Guide where you can follow along and integrate your learning. This is where much of the deep work happens as you evaluate the Dominant Dogma in your business, hand back what is unsupportive, and establish new foundations for your business moving forward.

• **Six 90 Minute Live Hot Seat Coaching Sessions:** Alongside access to me via our Private Community on the app Signal, you can bring your sticky spaces to the Live Hot Seat Coaching Sessions hosted on Zoom.

#### SESSION DATES & TIMES:

JUNE 28TH, 7:00PM CT

JUNE 26TH, 7:00PM CT

AUGUST 23RD, 7:00PM CT

SEPTEMBER 20TH, 7:00PM CT

OCTOBER 18TH, 7:00PM CT

NOVEMBER 15TH, 7:00PM CT

• **Six 60 Minute Live Guest Speaker Sessions:** These live sessions are like none other! Receive wisdom and consulting from experts in the field. Past guests include: Dr. Sahar Martinez, Annika Roberts, Natalie Topalian, Taylor Elyse Morrison, Devin Owens, Hayley Carr.

#### SESSION DATES & TIMES:

JUNE 14TH, 7:00PM CT

JUNE 12TH, 7:00PM CT

AUGUST 9TH, 7:00PM CT

SEPTEMBER 6TH, 7:00PM CT

OCTOBER 4TH, 7:00PM CT

NOVEMBER 1ST, 7:00PM CT

• **Opening & Closing Celebration Calls:** To open the accelerator container and close out our time together we will have both an opening and closing celebration call. Each call will last approximately 60 Minutes where I will guide us in practices to celebrate our time together, set the stage for what’s next, and facilitate community within the cohort.

#### SESSION DATES & TIMES:

JUNE 7TH, 7:00PM CT

DECEMBER 6TH, 7:00PM CT

• **A Private Community Hosted On The App Signal:** Reach out for support, get feedback, ask questions, whatever YOU need to take your experience and learnings deeper. This is where you can receive direct coaching support between sessions, ask questions, and celebrate your wins. This Community Channel will remain live, so after our container has concluded you can remain connected with your cohort as you desire. Standard response times during the live 6 months of the program is 24-48 hours.

• **Lifetime Access To All Program Content And Any Future Updates:** As long as my site is live you will have access to all program content and any updates as the years go on. In the case of closing my site (which I’m NOT planning on doing anytime soon!), you will be notified and given a window of at least 7 days to download all desired content.

# Terms & Conditions Continued

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## Expectations

### During the Program, you can expect that I will:

- Come prepared.
- Devote my full attention to you and the other members during our live sessions and within my responses on our Private Community on the app Signal.
- Serve as a mirror, teacher and mentor during our time together
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback and guidance.

### I expect that you will:

- Show up on time without distractions (during Zoom sessions you are welcome to have your camera on or off as you have capacity).
- Give 100% of your effort and fully commit to the Program.
- Use your best efforts to complete all action steps.
- Promptly provide payment for the Program.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.
- Ultimately take responsibility for what you need. Ask your questions, take up space, engage with the content in the way that is most supportive for you.

## Scheduling & Timing

Our live group calls dates and times are listed within the Program Description portion of this agreement. Live Sessions will be recorded and emailed to you within 48 hours for folks who are unable to attend live. Should you desire to reach me between trainings and calls, please connect via our Private Community on the app Signal. Standard response times during the live 5 weeks of the program is 24-48 hours. When you connect for support I ask that you be as clear as possible about the kind of support you need. If you want to discuss something at length with me, I may request that we wait and discuss your question at our next live Hot Seat Coaching Session.

## Missed Sessions

There may be times where you miss our Live Sessions altogether, in this case you can access our call recordings via the emails which will be sent to you 48 hours after each live session. Refunds are not permitted for missed calls or trainings.

## Investment & Payment

Payment will be made as 6x monthly payments of \$850 USD or one full payment of \$5,000 USD. Upon enrolling you can select how you desire to pay (e-check or credit card - auto draft is available for all payment plans).

You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way.

## Missed Payment

If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3 day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within the 3 day grace period, the Program will automatically terminate and you will no longer be granted access.

## Refund Policy

It is my intention for you to be happy with this Program. However, because I have invested considerable time and effort in the Program, no refunds are given after the program begins. Once you have been given access to your program portal - we are in all the way. If you decide to withdraw after the program begins for any reason, you are still fully responsible for making all Program payments, and no refunds will be provided.

## Confidentiality

Confidentiality is important to me. I will keep all information exchanged between us during the Program confidential. I will not disclose any information that you share with me during the Program to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) when required by law, or (3) you have given me prior written permission.

## Intellectual Property Rights

I retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided to you for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission.

## Responsibility & Assumption of Risk

You acknowledge that you take full responsibility for yourself and all decisions made before, during and after your Program. You accept full responsibility for your choices, actions and results before, during and after this Program, and you knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program or any of the Program materials. You understand and agree that you are solely responsible for your results.

## Disclaimer

I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice in any way. For specific questions related to a medical or mental health situation, consult your own medical or mental health

# Terms & Conditions Continued

professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. Do not start or stop taking any medications because of anything you have read or received through this Program. Any product recommendation is simply offered for educational purposes, and you need to check with your own medical professional before using any of these products on, in or near your body in any way.

## Limitation of Liability, Indemnification, and Release of Claims

I will not be held responsible in any way for the information that you request or receive through this Program, including my services, products, and Program materials and any other information you have received from or through me related to this Program. You agree that you fully and completely hold harmless, indemnify and release me from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or may have against me in the future that may arise from your participation in the Program, including all services, products, and Program Materials, to the extent permitted by applicable law.

## Termination

If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 3 days in advance by e-mail. Even after termination by either of us, all of the terms of this Agreement, including all of the Investment, Refund Policy, and Intellectual Property terms, will still apply to both of us now and in the future.

## Notice

All correspondence or notice required regarding the Program shall be made to me by e-mail [megan@megscolleen.com](mailto:megan@megscolleen.com) and to you at the e-mail address you provided during your enrollment in the Program. Should your e-mail address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 3 days of any change.

## Entire Agreement, Assignment, Survivability and Waiver:

This Agreement contains our entire agreement. This Agreement may be modified or amended at any time as long as the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

## Governing Law

This Agreement shall be construed according to the laws of the County of Walworth in the State of Wisconsin.

## Dispute Resolution

Should we ever have any differences, it is hoped that we could work them out amiably through e-mail correspondence. However, if we

are unable to seek resolution in 14 days, we agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in the County of Walworth in the State of Wisconsin where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

## Non-Disparagement

If there is a dispute between us, you agree to not publicly or privately make any negative or critical comments about the Program, my business or me, or to communicate with any other individual, company or entity in a way that disparages the Program or harms my reputation in any way, including on social media. In arbitration or when required by law, of course, you are not prohibited from publicly sharing your thoughts and opinions.

## Signature

By moving forward with your payment for this program, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. You agree that you have had the opportunity to ask me any questions prior to moving forward with your payment, and your payment indicates that you are in agreement with all of the terms of this Agreement.

*Your payment towards this program indicates full understanding of and agreement with the information outlined above.*