

Life Coaching Terms of Service

Dr. David Simonsen, PhD

(For Coaching, Consulting, and Educational Services)

What You Need to Know

Before we begin working together, I want you to be fully informed about what you are agreeing to. Here's the concise version:

- Coaching/Consulting is not therapy.
- Respect and confidentiality are non-negotiable.
- No refunds once the service begins.
- Calls must be rescheduled in advance — no-shows are forfeited.
- All materials are for personal use only.
- We use third-party tools (Zoom, Telegram, Square, etc.) — I'm not liable for outages.
- Please discuss disputes directly with me before contacting your bank.

By purchasing or participating in my services, you agree to the terms and conditions outlined below.

1. Introduction

This Terms of Service ("Terms") is a legal agreement between you ("Client," "you," or "your") and Dr. David Simonsen, PhD ("Coach," "we," "us," or "our"). These Terms govern your participation in and use of all services, programs, and digital products provided by me. By purchasing, enrolling in, or participating in any of my offerings, you confirm that you have read, understood, and agreed to these Terms.

2. Services Covered

These Terms apply to all of the following services:

- 1:1 private coaching (individual, couples, and family)
- Text-based coaching
- Group programs, workshops, and webinars
- Subscription content and private community spaces
- Digital products (including e-books, guides, and recordings)

3. Eligibility

To work with me, you must:

- Be 18 years of age or older
- Be emotionally stable enough for coaching
- Not be in a mental health or medical crisis
- Understand that coaching is not therapy, and does not replace mental health treatment,

legal advice, medical care, or financial guidance

4. Client Conduct

I am committed to creating a safe and productive coaching environment. You agree to:

- Treat me and others (in group programs) with respect and professionalism
- Honor all confidentiality agreements
- Be tolerant of differing opinions
- Be coachable, open to feedback, and willing to take action
- Communicate clearly and responsibly within the coaching relationship

Violation of these expectations may result in removal from programs or services without refund.

5. Scheduling, Cancellations & Expiration

Coaching sessions may be rescheduled in advance. No-shows are forfeited unless I determine there was a legitimate emergency. Coaching packages have an expiration date; unused sessions are forfeited after that date. If you purchase a new package, I may allow unused sessions to roll over into the new timeframe. Unused sessions do not carry forward indefinitely.

6. Payments, Refunds & Disputes

Payment is due in full before coaching services begin. No refunds are issued once coaching begins. If a refund is approved before coaching starts, payment processing fees (from Square, PayPal, etc.) will be deducted. Accepted payment platforms include Square, PayPal, Zelle, and Venmo.

Dispute Resolution Clause: Any payment disputes must be submitted to me in writing within 10 days of the charge. You agree not to initiate a chargeback without first allowing me a fair opportunity to resolve the matter directly.

7. Intellectual Property

All written, digital, and verbal coaching materials (including frameworks, handouts, and exercises) are the intellectual property of Dr. David Simonsen. You may use them for personal, non-commercial purposes only. You may not reproduce, distribute, publish, or share any content without written permission. I may use anonymized or adapted client anecdotes for teaching, writing, or marketing purposes. Testimonials grant permission to use adapted versions for promotional materials.

8. Third-Party Tools

I use third-party tools to facilitate coaching and communication, such as Zoom, Telegram, Square, PayPal, and Venmo. While I take care to choose reputable platforms, I am not responsible for outages, breaches, or technical failures outside my control.

9. Disclaimers

Coaching is not therapy, legal advice, medical care, or financial advising. Results vary based on your level of effort, follow-through, and life circumstances. I am not liable for your actions, decisions, or outcomes resulting from coaching services.

10. Governing Law

These Terms are governed by the laws of the State of Washington, USA. Any disputes arising under these Terms will be resolved in Washington State courts.

11. Additional Agreements

By enrolling in any coaching service, you also agree to the policies outlined in my Confidentiality & Policy Agreement.

12. Correspondence (Text-Based Coaching)

For text-based coaching, Telegram Messenger is the required platform. You must enable notifications and remain reasonably responsive to maintain consistent communication. Our Telegram chat serves as your client folder, containing messages, handouts, assignments, links, and relevant media. You may delete your messages after our work concludes if you wish, but I do not use disappearing or locked chats.

You are encouraged to check in at least once per week, even if you feel there is 'nothing to report.' This helps maintain accountability and momentum in your progress.

Weekly Reflection Prompts (optional):

- What were your glimmers (positive moments) this week?
- What challenges or triggers did you face, and how did you respond?
- How did your actions align with your priorities and goals?
- What adjustments do you want to make going forward?

13. Acknowledgment

By purchasing or participating in my services, you confirm that you:

- Have read and understood these Terms
- Agree to abide by them in full
- Are legally able to enter into this agreement

Client Name: _____

Client Signature: _____ Date: _____

Dr. David Simonsen: _____ Date: _____