

Terms of Use and Coaching Disclaimer

Marc G Coaching, LLC

New Jersey Limited Liability Company | www.marcgcoaching.com

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IMPORTANT NOTICE

These Terms govern use of the website, communications, content, forms, coaching information, scheduling tools, payment links, and related services offered by Marc G Coaching, LLC. Coaching services are subject to these Terms and any separate written coaching agreement, proposal, invoice, intake form, or package terms provided to a client. If a separate signed or electronically accepted coaching agreement conflicts with these Terms, the separate agreement controls for the specific coaching engagement.

1. Acceptance of Terms

These Terms of Use and Coaching Disclaimer, together with the Privacy Policy and any additional written terms provided by Marc G Coaching, LLC, form an agreement between you and Marc G Coaching, LLC ("Company," "we," "us," or "our"). By accessing the website, submitting a form, scheduling a consultation, purchasing services, using any client portal, viewing content, or otherwise interacting with the Company's services, you acknowledge that you have had an opportunity to review these Terms and agree to be bound by them to the fullest extent permitted by applicable law.

If you do not agree with these Terms, do not use the website, submit information, purchase services, or participate in coaching services. These Terms are intended for users and clients located in the United States. Use of the website or services from outside the United States is at your own initiative and subject to applicable local law.

2. Company Information

Marc G Coaching, LLC is a New Jersey limited liability company offering coaching-related information, consultations, resources, and coaching services. The Company may provide executive coaching, business coaching, leadership coaching, relationship coaching, personal life coaching, group coaching, workshops, assessments, talks, and related services. Services may be provided in person, by phone, by video, by online platforms, through a client portal, through written communications, or through other agreed methods.

References to "Services" include the website, written content, marketing materials, forms, emails, text messages, consultations, coaching sessions, coaching programs, workshops, downloadable materials, assessments, templates, client-portal content, payment or scheduling links, and any related communications or resources provided by the Company.

3. Website Information Is Educational and Informational Only

The website and any free or publicly available content are provided for general educational and informational purposes only. The content is not individualized advice and should not be treated as professional, clinical, legal, financial, medical, therapeutic, employment, tax, accounting, investment, or crisis-management advice.

Your use of information from the website or Services is voluntary. You remain responsible for your own decisions, actions, omissions, communications, business decisions, relationship decisions, financial decisions, professional decisions, and personal choices.

4. Non-Clinical Coaching Disclaimer

Coaching is a collaborative, non-clinical process focused on goals, self-awareness, communication, leadership, accountability, decision-making, performance habits, relationship goals, personal development, and practical next steps. Coaching is not therapy, counseling, psychotherapy, psychiatric care, medical care, mental health treatment, diagnosis, crisis intervention, legal advice, financial advice, tax advice, accounting advice, investment advice, employment advice, mediation, or any substitute for services provided by licensed professionals.

The Company does not diagnose, treat, cure, prevent, or manage any disease, disorder, mental health condition, medical condition, trauma condition, addiction, or crisis situation. The Company does not prescribe medication, provide clinical assessments, provide mental health treatment plans, or act as a licensed health-care, mental-health, legal, financial, tax, accounting, investment, or employment professional.

If you need medical, mental health, legal, financial, tax, accounting, investment, employment, or other licensed professional advice, you should consult an appropriately licensed professional. If you are experiencing an emergency, crisis, suicidal thoughts, thoughts of harming yourself or others, abuse, violence, coercive control, severe distress, or any condition requiring immediate help, call 911, 988, or another appropriate emergency or crisis resource in your area.

5. Relationship and Life Coaching Boundaries

Relationship coaching and personal life coaching focus on communication, clarity, accountability, personal growth, relational goals, practical tools, and intentional decision-making. Relationship coaching is not couples therapy, family therapy, clinical counseling, mediation, legal representation, domestic-violence counseling, custody advice, or mental health treatment.

Coaching may not be appropriate for relationships involving abuse, coercive control, active violence, severe mental health concerns, untreated addiction, threats of harm, or situations requiring licensed clinical, legal, safety, or crisis support. The Company may decline, pause, or terminate coaching where the Company reasonably believes the Services are not appropriate or where referral to a licensed professional or emergency resource may be more appropriate.

6. Business, Executive, and Leadership Coaching Boundaries

Business, executive, and leadership coaching may address strategy, leadership habits, communication, accountability, goal-setting, planning, decision-making, culture, role clarity, team dynamics, and implementation structure. These Services do not constitute legal, financial, accounting, tax, investment, securities, insurance, employment, human-resources, or professional consulting advice unless a separate written agreement expressly states otherwise and the provider is appropriately licensed or qualified.

The Company does not guarantee revenue growth, profit increases, client acquisition, business expansion, promotions, career advancement, employment outcomes, investment results, return on investment, operational results, leadership outcomes, team outcomes, or any specific professional, financial, organizational, or business result.

7. No Guaranteed Results

The Company may provide coaching, guidance, accountability, tools, questions, exercises, frameworks, assessments, and resources. However, outcomes depend on many factors outside the Company's control, including the client's effort, honesty, consistency, communication, follow-through, decisions, circumstances, market conditions, health, relationships, finances, organizational culture, third-party actions, and external events.

No statement on the website, in marketing materials, in a consultation, in a coaching session, in a testimonial, in a case study, or in any communication should be interpreted as a promise, warranty, representation, or guarantee of any particular outcome. Results vary and are not guaranteed.

8. Testimonials, Reviews, Case Studies, and Examples

Testimonials, reviews, case studies, examples, and client stories reflect individual experiences and are provided for informational and marketing purposes only. They do not guarantee that you will have the same or similar experience, outcome, improvement, revenue, profit, relationship result, personal result, business result, or professional result.

The Company does not knowingly use fake reviews, false testimonials, fabricated experiences, misleading endorsements, or testimonials from persons who did not have a genuine experience with the Services. The Company may edit testimonials for length, grammar, spelling, or clarity, but will not knowingly edit them in a way that materially changes their meaning.

If the Company provides any incentive for a review or testimonial, the Company will not condition the incentive on the review being positive, negative, or expressing any particular sentiment, and any material connection should be disclosed where required by law. The Company may remove, decline to publish, or stop using any testimonial or review that is false, misleading, unverifiable, confidential, private, abusive, harassing, obscene, unrelated, or otherwise inappropriate.

Nothing in these Terms prohibits or restricts a consumer from posting an honest review, comment, or opinion about the Company's Services, provided the content does not disclose confidential information, private information, trade secrets, or information that is false, misleading, defamatory, harassing, abusive, unlawful, or unrelated to the Services.

9. Client Responsibility and Voluntary Participation

Coaching is a voluntary and collaborative process. You are responsible for deciding whether to participate, what information to share, whether to implement any ideas or action steps, and how to act on any coaching discussion or resource. You are responsible for seeking professional advice when appropriate and for determining whether any action step is suitable for your circumstances.

You agree to participate honestly and respectfully, provide accurate information to the extent relevant to the Services, complete agreed actions at your discretion, and notify the Company if your circumstances change in a way that may affect the appropriateness of coaching.

10. Consultations, Intake, and Formation of a Coaching Relationship

Submitting a contact form, booking a consultation, communicating with the Company, or receiving general information does not create a coaching relationship, confidential coaching relationship, therapeutic relationship, fiduciary relationship, professional-client relationship, partnership, joint venture, employment relationship, or agency relationship.

A coaching relationship begins only when the Company accepts you as a client and you complete any required agreement, intake process, payment, scheduling, or other onboarding steps. The Company may decline to provide Services for any lawful reason, including lack of fit, scheduling limitations, nonpayment, safety concerns, conflicts, inappropriate expectations, or the need for services outside the Company's scope.

11. Scheduling, Session Format, and Client Portal

Sessions may be conducted in person, by phone, by video conference, through a client portal, or by another agreed format. You are responsible for maintaining the equipment, internet access, private location, and environment necessary to participate effectively. The Company is not responsible for interruptions, delays, technical failures, platform outages, or privacy issues caused by third-party tools, user equipment, or user environment.

If a client portal, scheduling tool, payment platform, video platform, or third-party service is used, your use of that tool may also be subject to that provider's terms and privacy practices. You are responsible for protecting your login credentials and notifying the Company promptly of any suspected unauthorized access.

12. Fees, Payments, and Authorization

Fees, payment schedules, package details, renewal terms, cancellation terms, refund terms, expiration dates, and any payment-plan terms will be disclosed before purchase or confirmed in a proposal, invoice, checkout page, written agreement, or other written communication. By purchasing Services or authorizing payment, you represent that you are authorized to use the payment method provided and authorize the Company or its payment processor to charge the applicable amounts.

Unless otherwise stated in writing, fees are due when invoiced or before the session, package, program, workshop, or service begins. The Company may suspend or withhold Services for late, failed, disputed, or incomplete payments, subject to applicable law and any separate written agreement.

You agree to contact the Company promptly about any payment error or billing concern before initiating a chargeback when reasonable. Nothing in these Terms limits any non-waivable chargeback, payment-dispute, cancellation, refund, or consumer rights available under applicable law.

13. Cancellation and Rescheduling

Unless a different cancellation window is stated in a separate written agreement, invoice, booking page, or package description, clients must provide at least forty-eight (48) hours' notice to cancel or reschedule a coaching session. Sessions canceled or rescheduled with less than forty-eight (48) hours' notice may be forfeited or charged, unless otherwise agreed in writing or required by law.

The Company may reschedule a session due to illness, emergency, weather, technology failure, travel issue, safety concern, or other reasonable cause. If the Company cancels or reschedules a session, the Company will make reasonable efforts to provide a replacement session or other appropriate resolution.

14. Refund Policy

Refund terms will be disclosed before purchase or confirmed in the client's agreement, invoice, checkout page, or written package terms. Unless otherwise stated in writing or required by law, completed coaching sessions, completed workshops, completed consultations, and delivered digital materials are non-refundable.

Unused package sessions may be refundable, partially refundable, transferable, credited, or non-refundable depending on the written terms provided at purchase. Any refund approved by the Company may be reduced by completed sessions, delivered materials, third-party processing fees, administrative costs, discounts received, or other amounts permitted by the applicable agreement and law.

If a state law provides a mandatory cancellation or refund right that cannot be waived, the Company will honor that right to the extent it applies.

15. Packages, Expiration, and Scope of Services

Multi-session packages, group programs, retainers, workshops, or service bundles may include specific session counts, time periods, deliverables, access rights, scheduling requirements, expiration dates, communication boundaries, and transfer restrictions. These terms will be provided before purchase or confirmed in writing.

Unless otherwise stated in writing, package sessions must be used within the time period stated in the applicable agreement, invoice, or package description. Unused sessions may expire after that period. Package sessions are personal to the purchasing client and may not be transferred, resold, assigned, or shared without the Company's written consent.

16. Recurring Payments, Payment Plans, and Renewals

The Company will not intentionally enroll a client in automatic renewal or recurring billing unless the billing amount, billing frequency, renewal terms, minimum commitment, cancellation process, and other material terms are clearly disclosed before enrollment and the client provides authorization as required by applicable law.

Fixed payment plans may divide the price of a package or program into installments. A payment plan is not necessarily a subscription and may remain payable even if the client stops attending sessions, unless the written agreement states otherwise or applicable law requires otherwise.

Coaching packages do not automatically renew unless automatic renewal terms are clearly disclosed and separately authorized in writing or through an appropriate electronic consent process. Where recurring billing applies, the Company will provide a reasonable method to cancel future recurring charges, subject to any minimum commitment, completed-payment obligation, or non-cancelable fixed installment plan disclosed before purchase and permitted by law.

17. Promotions, Discounts, and Special Offers

The Company may offer promotions, discounts, bonuses, or special packages at its discretion. Promotional terms may be limited by date, availability, eligibility, geography, package type, or other stated conditions. Promotions are not retroactive unless the Company states otherwise in writing. The Company may modify or discontinue promotions to the extent permitted by law.

18. Communications, Email, Phone, and Text Messages

By providing your contact information, you authorize the Company to contact you about your inquiry, consultation, account, scheduling, services, payments, resources, and related business matters. Marketing communications will be handled in accordance with applicable law and the Privacy Policy. If text messaging is used for marketing or non-essential communications, the Company should obtain any required consent and provide opt-out instructions where required.

Electronic communications are not guaranteed to be secure, confidential, error-free, or immediately received. Do not submit highly sensitive medical, mental health, legal, financial, or crisis information through website forms, email, text, or other unsecured channels.

19. Confidentiality and Privacy of Coaching Communications

The Company aims to treat client coaching communications with professional discretion. However, coaching communications are not protected by medical privilege, therapist-client privilege, attorney-client privilege, accountant-client privilege, or any other licensed professional privilege unless a specific law provides otherwise. The Company is not a HIPAA-covered entity solely by providing coaching services.

The Company may disclose information where reasonably necessary to operate the business, use service providers, process payments, manage scheduling, comply with law, respond to legal process, protect rights or safety, collect amounts owed, prevent fraud, enforce agreements, or address threats of harm, abuse, violence, or illegal activity. More information about data practices is available in the Privacy Policy.

20. Intellectual Property and Use of Materials

The website, content, coaching materials, worksheets, assessments, frameworks, handouts, templates, videos, audio, graphics, designs, trademarks, service marks, logos, text, and other materials provided by the Company are owned by the Company or its licensors and are protected by intellectual property laws.

Unless otherwise stated in writing, the Company grants you a limited, personal, revocable, non-exclusive, non-transferable license to access and use the materials solely for your own personal or internal business development in connection with the Services. You may not copy, reproduce, distribute, sell, resell, license, sublicense, publish, upload, create derivative works from, train artificial intelligence systems on, or commercially exploit Company materials without written permission.

21. User Content, Feedback, and Submissions

If you submit comments, messages, ideas, testimonials, feedback, suggestions, reviews, photos, documents, or other content to the Company, you represent that you have the right to submit that content and that doing so does not violate the rights of another person or any applicable law.

Except for testimonials, reviews, or other content governed by consumer review laws, you grant the Company a limited right to use submissions as reasonably necessary to provide Services, respond to you, operate the business, maintain records, improve Services, enforce rights, and comply with law. The Company will not use your name, likeness, testimonial, detailed personal story, or confidential client information for public marketing without consent where consent is required by law or the Company's policies.

22. Acceptable Use of the Website and Services

You agree not to misuse the website, Services, forms, platforms, materials, communications, or client portal. Prohibited conduct includes:

- using the Services for unlawful, fraudulent, abusive, harassing, defamatory, threatening, obscene, discriminatory, or harmful purposes;
- submitting false, misleading, confidential third-party, infringing, or unauthorized information;
- attempting to gain unauthorized access to the website, client portal, systems, accounts, or data;
- copying, scraping, mining, reverse engineering, or commercially exploiting Company content without permission;
- interfering with the security, integrity, or operation of the website or Services;

- recording sessions without consent where consent is required by law or agreement;
- sharing login credentials, private materials, or paid content with unauthorized persons; or
- using the Services in a way that creates safety, legal, privacy, reputational, or operational risk to the Company or others.

23. Recording, Artificial Intelligence Tools, and Session Notes

Sessions may not be recorded by either party unless permitted by applicable law and agreed in advance. If notes, summaries, transcripts, AI-assisted tools, automated scheduling, drafting tools, or other technologies are used, they are intended to support administration or service delivery and do not replace the Company's judgment or any professional services outside the scope of coaching.

The Company may use reasonable administrative tools to organize notes, draft communications, improve business operations, or support service delivery, subject to the Privacy Policy and applicable law. Clients should not provide highly sensitive medical, mental health, legal, financial, or crisis information unless specifically requested and appropriate for the coaching engagement.

24. Third-Party Platforms, Links, and Services

The website and Services may include links to or integrations with third-party websites, payment processors, scheduling platforms, video platforms, email tools, analytics tools, social media platforms, client portals, or other service providers. The Company does not control third-party platforms and is not responsible for their content, availability, security, errors, outages, billing practices, privacy practices, or terms.

Your use of third-party platforms may be governed by the third party's own terms and privacy policies. You should review those terms before using third-party tools.

25. Accessibility

The Company aims to make its website and Services accessible and usable. If you experience difficulty accessing the website or need a reasonable accommodation related to scheduling or participation, contact the Company through the website contact form. The Company will make reasonable efforts to respond consistent with applicable law and operational capacity.

26. Privacy Policy

Use of the website and Services is also governed by the Company's Privacy Policy. The Privacy Policy explains what information may be collected, how it may be used, when it may be shared, and what privacy choices or rights may apply. By using the website or Services, you acknowledge that you have had an opportunity to review the Privacy Policy.

27. Disclaimer of Warranties

To the fullest extent permitted by law, the website, content, materials, and Services are provided "as is" and "as available," without warranties of any kind, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, availability, or uninterrupted operation.

The Company does not warrant that the website, Services, materials, third-party platforms, communications, or client portal will be error-free, secure, uninterrupted, available at all times, or free from harmful components. Some jurisdictions do not allow certain warranty exclusions, so some exclusions may not apply to you.

28. Limitation of Liability

To the fullest extent permitted by law, Marc G Coaching, LLC and its owners, members, managers, employees, contractors, representatives, agents, successors, and assigns will not be liable for indirect, incidental, consequential, special, exemplary, punitive, lost-profit, lost-revenue, lost-opportunity, business-interruption, emotional-distress, reputational, data-loss, or similar damages arising from or related to the website, Services,

coaching relationship, communications, materials, third-party tools, or these Terms, even if advised of the possibility of such damages.

To the fullest extent permitted by law, the Company's total liability for any claim arising from or related to the website, Services, coaching relationship, communications, materials, third-party tools, or these Terms will not exceed the greater of (a) the amount you paid to the Company for the specific Service giving rise to the claim during the six (6) months before the event giving rise to the claim, or (b) five hundred dollars (\$500).

Nothing in these Terms excludes or limits liability that cannot be excluded or limited under applicable law, including liability for fraud, intentional misconduct, gross negligence, personal injury caused by conduct for which liability cannot be waived, or any other non-waivable statutory right.

29. Independent Decisions and Assumption of Responsibility

To the fullest extent permitted by law, you agree that the Company is not responsible for outcomes resulting from your independent decisions, actions, omissions, communications, business decisions, relationship decisions, personal decisions, financial decisions, employment decisions, or reliance on coaching information. Coaching may support reflection, planning, accountability, and practical next steps, but you remain responsible for your own choices and results.

30. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless Marc G Coaching, LLC and its owners, members, managers, employees, contractors, representatives, agents, successors, and assigns from and against claims, liabilities, damages, judgments, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- your breach of these Terms or any separate agreement with the Company;
- your misuse of the website, Services, materials, client portal, or third-party platforms;
- your violation of law or the rights of another person;
- your submission of false, misleading, infringing, confidential, or unlawful content; or
- your independent decisions, actions, or omissions outside the Company's control.

This indemnity does not apply to the extent a claim is caused by the Company's conduct for which indemnity cannot be required under applicable law.

31. Disputes, Good-Faith Resolution, Governing Law, and Venue

Before filing a claim, the parties agree to make a good-faith effort to resolve disputes informally by written notice and reasonable discussion. A party asserting a dispute should provide a written description of the issue, the relief requested, and relevant supporting information. This informal-resolution requirement does not prevent either party from seeking emergency relief, filing in small claims court where available, responding to legal process, or preserving rights before a deadline expires.

To the fullest extent permitted by law, these Terms and disputes arising from or related to the website or Services are governed by the laws of the State of New Jersey, without regard to conflict-of-law rules. Subject to any non-waivable rights you may have under the laws of your state of residence, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in New Jersey for disputes not subject to small claims court or another mandatory forum.

If the Company chooses to use arbitration or a class-action waiver in a separate client agreement, those provisions should be separately presented, clearly disclosed, and accepted in a manner appropriate for the client and transaction. These website Terms do not require arbitration unless a separate enforceable agreement expressly provides otherwise.

32. Time Limit for Claims

To the fullest extent permitted by law, any claim arising from or related to the website, Services, communications, materials, or these Terms must be filed within one (1) year after the claim arose, or it will be permanently barred. This limitation does not apply where a longer period is required by non-waivable law.

33. Force Majeure

The Company will not be liable for delay, interruption, nonperformance, or failure to perform caused by events beyond its reasonable control, including acts of God, illness, emergencies, natural disasters, severe weather, pandemics, labor disruptions, travel disruptions, power outages, internet or platform failures, cyber incidents, government actions, war, terrorism, civil unrest, or other events beyond the Company's reasonable control.

34. Changes to the Website, Services, and Terms

The Company may modify, suspend, discontinue, or update the website, Services, content, pricing, packages, availability, platforms, or these Terms at any time, subject to applicable law and any separate written agreement. Updated Terms will be posted on the website with a new "Last Updated" date. Continued use of the website or Services after updated Terms are posted means you accept the updated Terms to the fullest extent permitted by law.

Material changes to payment obligations, recurring billing, or purchased service terms will not apply retroactively unless permitted by law and the applicable agreement.

35. Termination and Refusal of Service

The Company may refuse, restrict, suspend, or terminate access to the website, Services, client portal, materials, or coaching relationship as permitted by law, including for nonpayment, missed sessions, inappropriate conduct, safety concerns, misuse of materials, breach of these Terms, conflict of interest, lack of fit, requests outside the Company's scope, or circumstances where coaching is not appropriate.

Termination does not automatically relieve a client of payment obligations already incurred, confidentiality obligations, intellectual-property restrictions, or other provisions that by their nature should survive termination.

36. Compliance With Laws and Non-Waivable Rights

The Company intends these Terms to comply with applicable federal and state law. Nothing in these Terms limits any non-waivable consumer rights, payment-dispute rights, cancellation rights, refund rights, privacy rights, review rights, statutory rights, or remedies that may apply under federal law, New Jersey law, or the law of another applicable state.

If any provision is found unenforceable, invalid, or unlawful, that provision will be limited or modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, and the remaining provisions will remain in effect.

37. Assignment

You may not assign or transfer your rights or obligations under these Terms or any coaching package without the Company's written consent. The Company may assign or transfer these Terms, the website, the Services, business assets, or client records as part of a merger, acquisition, sale, reorganization, change of control, transfer of assets, or similar business transaction, subject to applicable law and the Privacy Policy.

38. Entire Agreement

These Terms, the Privacy Policy, and any separate written coaching agreement, proposal, invoice, package description, or signed or electronically accepted terms constitute the agreement between you and the Company regarding the applicable Services. If there is a conflict between these website Terms and a separate written coaching agreement, the separate written agreement controls for that specific coaching engagement.

39. Contact

Questions about these Terms may be submitted through the contact form available at www.marcgcoaching.com. Please do not submit sensitive medical, mental health, legal, financial, or crisis information through the website contact form.