

Holistic Balanced Solutions, LLC

Terms of Service and Refund & Cancellation Policy

Effective Date: September 1, 2018

Last Updated: February 9, 2026

Terms of Service

These Terms of Service ("Terms") govern your access to and use of the Holistic Balanced Solutions, LLC ("HBS," "we," "us," "our") website, membership areas, learning portals, booking/scheduling pages, forms, communications, and any related products and services offered by HBS (collectively, the "Site" and "Services").

By accessing the Site, creating an account, purchasing products, enrolling in memberships/courses, booking a session, or otherwise using Services, you agree to these Terms. If you do not agree, do not use the Site or Services.

1. Definitions

For purposes of these Terms:

- "Client," "you," "your" means any visitor, customer, member, or purchaser.
- "Services" means coaching, academic coaching/support, resume/career services, workshops, memberships, courses, and related offerings.
- "Products" means physical goods (for example, SWAG/merchandise) offered for sale.
- "Membership" means a subscription-based plan that provides ongoing access to certain benefits, content, or sessions.
- "Content" means all Site materials (videos, curriculum, templates, text, graphics, recordings, resources, course assets, and brand materials).
- "Downloadable Assignments" means the specific assignments, worksheets, or learning activities expressly identified as downloadable.
- "Service Agreement" means any separate written agreement, intake terms, invoice terms, scope, or contract for a specific Service.
- "HBS Parties" means HBS and its owner(s), member(s), manager(s), officers, directors, employees, contractors, coaches, facilitators, agents, affiliates, successors, and assigns.

2. Eligibility and International Users

You must be 18 years or older (or the age of majority in your location) to purchase Services unless a parent/legal guardian signs and consents in writing.

HBS accepts US and International clients. You are responsible for complying with your local laws and regulations regarding participation in coaching/training services, online memberships, and product purchases.

3. Relationship Between These Terms and Service Agreements

These Terms apply generally to the Site and to purchases made through or in connection with the Site. Some Services may require a Service Agreement.

If a Service Agreement conflicts with these Terms, the Service Agreement controls for that Service.

4. Scope of Services; No Professional Advice; No Guarantees

HBS provides educational, coaching, and professional development services. HBS does not provide medical care, mental health therapy, psychotherapy, legal advice, tax advice, accounting advice, or financial investment advice unless explicitly stated in a signed Service Agreement and permitted by applicable licensure laws.

You understand and agree that:

- Outcomes vary and depend on many factors outside HBS's control.
- No results are guaranteed, including academic results, admissions, employment, promotions, compensation, or business outcomes.
- You remain solely responsible for your decisions, actions, and results.

5. Academic Integrity and Prohibited Requests

HBS supports ethical learning and professional integrity. You agree you will not use the Site or Services to request, use, or attempt to obtain Services for:

- Ghostwriting, impersonation, or completing graded academic work on your behalf.
- Plagiarism or other academic dishonesty.
- Any unlawful, abusive, harassing, discriminatory, or harmful conduct.
- Uploading malware, attempting to breach security, scraping, or disrupting the Site.

We may refuse, suspend, or terminate Services if we reasonably believe prohibited activity is occurring.

6. Accounts, Access, and Limited Downloads

6.1 Accounts

You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. You agree not to share, sell, transfer, or sublicense your account or access.

6.2 Access-Only Model; Limited Downloadable Assignments

HBS generally provides course and membership materials through online access. However, certain assignments, worksheets, or learning activities may be made available for download ("Downloadable Assignments") when expressly stated on the course page, inside the membership portal, at checkout, or in a Service Agreement.

Downloadable Assignments are limited to the specific items clearly identified as downloadable. All other Content remains access-only and may not be copied, downloaded, recorded, screen-captured for redistribution, republished, or shared.

6.3 License and Restrictions for Downloadable Assignments

When HBS provides a Downloadable Assignment, you receive a limited, revocable, non-transferable, non-exclusive license to download and use it solely for your personal, non-commercial use in connection with the applicable course, membership, or service. Downloadable Assignments are licensed, not sold, and remain the intellectual property of HBS.

You may not:

- Share, upload, sell, sublicense, distribute, or publicly post Downloadable Assignments (including on social media, file-sharing sites, or internal company repositories).
- Remove copyright notices, watermarks, or branding.
- Create derivative works for distribution or resale.
- Use Downloadable Assignments to train, develop, or provide competing services or products.

HBS may use reasonable technical measures (for example, watermarking or individualized file identifiers) to protect Content.

6.4 Availability

We strive to maintain reliable access; however, we do not guarantee uninterrupted availability. Maintenance, updates, and third-party platform issues may affect access.

7. Memberships, Subscription Billing, and Cancellations

Unless otherwise stated at checkout, Memberships are billed on a recurring basis (for example, monthly or annual) and auto-renew until canceled in accordance with the Refund & Cancellation Policy.

HBS may change Membership pricing or features with notice where required by law. Your continued use after changes take effect constitutes acceptance.

8. Scheduling, Attendance, and Recording of Sessions

8.1 Scheduling

Rules for scheduling, rescheduling, cancellations, and no-shows may appear in a Service Agreement, booking page, or posted policy. You are responsible for arriving on time and for maintaining stable connectivity for virtual sessions.

8.2 Recording Policy (Client Consent)

HBS records sessions (including coaching, training, and certain course-related live sessions) for quality assurance, training, documentation, supervision, internal improvement, and/or to provide access to participants when applicable.

By booking or attending a recorded session, you consent to being recorded (audio and/or video) and consent to HBS storing and using the recording for the purposes described above.

If you do not consent, you must notify HBS in writing prior to the session. HBS may offer alternatives at its discretion or may decline to provide the session if recording is essential to the service format.

You agree not to record HBS sessions yourself without express written permission.

9. Payments, Taxes, and Chargebacks

You agree to pay all fees, applicable shipping charges (for Products), and any applicable taxes. Certain Services may require payment in advance or a non-refundable deposit; such terms will be stated at checkout, in your invoice, and/or in a Service Agreement.

Before initiating a chargeback or payment dispute, you agree to contact HBS and allow a reasonable opportunity to resolve billing concerns. Bad-faith or fraudulent chargebacks may result in termination of access and lawful collection actions.

10. Products (SWAG / Physical Goods)

Product availability, fulfillment timelines, and shipping options may vary. HBS may cancel and refund an order if a product becomes unavailable.

If you are outside the United States, you are responsible for customs duties, import taxes, brokerage fees, or local taxes. Returns and exchanges (if any) are governed by the Refund & Cancellation Policy and/or any posted product return terms.

11. Confidentiality and Privacy

HBS treats client information as confidential consistent with professional standards. However, coaching is not a legally privileged relationship (unlike attorney-client or physician-patient privilege).

HBS may disclose information when required by law or court order, to prevent imminent harm, to protect safety, to prevent fraud, or to enforce these Terms and protect the HBS Parties.

12. Intellectual Property

All Content and materials are owned by HBS or licensed to HBS. You receive a limited, revocable, non-transferable license to access Content for your personal, non-commercial use consistent with your purchases.

You may not reproduce, distribute, publicly display, modify, create derivative works, or exploit HBS Content without written permission.

13. User Submissions

If you submit documents, assignments, images, feedback, or other materials, you represent you have the rights to share them. You grant HBS a limited license to use such submissions solely to provide Services, administer your account, maintain records, and improve operations, consistent with confidentiality and applicable privacy practices.

14. Disclaimers

THE SITE, CONTENT, SERVICES, AND PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, HBS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

HBS does not warrant that the Site will be uninterrupted, secure, error-free, or free of harmful components.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HBS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS/REVENUE, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HBS'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE, SERVICES, OR PRODUCTS WILL NOT EXCEED THE AMOUNT YOU PAID TO HBS FOR THE SPECIFIC SERVICE/PRODUCT GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS BEFORE THE CLAIM AROSE.

Some jurisdictions do not allow certain limitations; in those cases, limitations apply to the fullest extent permitted by law.

16. Indemnification

You agree to indemnify and hold harmless HBS and the HBS Parties from claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from your misuse of the Site/Services, violation of these Terms, violation of academic integrity requirements, or infringement of third-party rights.

17. Dispute Resolution, Governing Law, and Exclusive Venue

17.1 Informal Resolution First

Before filing any claim, you agree to contact HBS in writing and attempt informal resolution for thirty (30) days.

17.2 Governing Law

These Terms are governed by the laws of the State of Maryland, without regard to conflict-of-law principles.

17.3 Exclusive Venue in Prince George's County, Maryland

ANY CLAIM, DISPUTE, OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, SERVICES, OR PRODUCTS MUST BE BROUGHT EXCLUSIVELY IN THE STATE COURTS LOCATED IN PRINCE GEORGE'S COUNTY, MARYLAND.

If a claim must be brought in federal court due to jurisdictional requirements, then the exclusive venue will be the United States District Court for the District of Maryland (or its successor court) to the extent it serves Prince George's County, Maryland.

17.4 One-Year Limitations Period

To the fullest extent permitted by law, any claim must be filed within one (1) year after the events giving rise to the claim, or it is barred.

18. Termination

HBS may suspend or terminate access for non-payment, prohibited requests, harassment, fraud, misuse of Content, or violations of these Terms. Provisions regarding intellectual property, recordings, limitation of liability, indemnification, and dispute resolution survive termination.

19. Changes to These Terms

We may update these Terms at any time by posting an updated version with a new Effective Date. Continued use of the Site or Services constitutes acceptance.

20. Contact

Email: Dr.Pamela@hbscoaching.org

Phone: 227-241-1877

Refund & Cancellation Policy

Effective Date: [Month Day, Year]

Last Updated: [Month Day, Year]

This Refund & Cancellation Policy applies to purchases of Services, Memberships, Courses, and Products (SWAG) from HBS unless a Service Agreement states otherwise.

A. Memberships and Courses

A.1 Refund Window

You may request a refund within fifteen (15) days of the initial purchase date, subject to the terms below.

A.2 Cancellation Window

You may cancel within thirty (30) days of purchase. Cancellation stops future billing/renewals.

A.3 Partial Refund Formula (Minus Days Used)

If you request a refund within the applicable window, HBS may issue a partial refund calculated as:

$\text{Refund} = \text{Amount Paid} - (\text{Daily Rate} \times \text{Days Used}) - \text{Non-Refundable Fees (if any)}$

Daily Rate is calculated as Amount Paid divided by 30 (unless your plan is annual, in which case Amount Paid divided by 365).

Days Used counts each day from purchase through the date the refund is requested (inclusive), regardless of whether you logged in that day.

Non-Refundable Fees may include payment processing fees, fulfillment fees, or other fees permitted by law and disclosed at checkout.

A.4 After Day 15

Refund requests submitted after day 15 are generally not eligible for refund unless required by law or explicitly agreed in writing.

A.5 Access After Cancellation or Refund

If a partial refund is issued, access may end immediately upon refund processing (or at HBS's discretion, at the end of the paid period).

A.6 Downloadable Assignments and Refund Impact

Some courses and memberships may include Downloadable Assignments. Because downloadable materials can be retained after cancellation, the following applies unless required otherwise by law or explicitly agreed in writing:

1) Standalone downloadable products (if sold separately): all sales are final once the download link is delivered or accessed, except where required by law.

2) Memberships/courses that include Downloadable Assignments: refunds (if eligible within the stated windows) remain subject to the partial refund approach above; however, the refund amount will be reduced by the fair value of any Downloadable Assignments delivered or accessed during the subscription period.

Refund = Amount Paid – (Daily Rate × Days Used) – Value of Downloadables Delivered/Accessed – Non-Refundable Fees (if any)

Value of Downloadables may be the stated price of the downloadable item (if separately priced) or a reasonable prorated value where not separately priced. HBS will apply the same method consistently.

B. 1:1 Services and Live Sessions

Specific refund/cancellation rules may be defined in your Service Agreement. If no Service Agreement applies, HBS will follow the booking terms presented at scheduling/checkout.

As a general rule:

- No-shows and late cancellations may be charged in full unless otherwise stated in writing.
- Work already performed (including document review, drafting, editing, or session time) is not refundable.

C. Products (SWAG / Physical Goods)

C.1 Returns/Exchanges

If HBS offers returns/exchanges for a product, eligibility depends on product condition and timing. Items must typically be unused, unwashed, and in original condition.

C.2 Shipping Costs, Duties, and Taxes

Shipping costs, duties, and taxes are generally non-refundable unless required by law.

C.3 Damaged or Incorrect Items

If your item arrives damaged or you receive the wrong item, contact HBS within seven (7) days of delivery with photos and order details so we can evaluate a replacement or refund.

D. How to Request a Refund or Cancellation

Email Dr.Pamela@hbscoaching.org with:

- Full name
- Purchase email
- Order date
- Product/service purchased
- Reason for request (optional, but helpful)

Refund processing timelines depend on the payment method and processor.

E. Contact

Email: Dr.Pamela@hbscoaching.org

Phone: 227-241-1877