

TERMS OF SERVICE

The ground rules for using our website and services

Effective Date: 09/01/2026

These Terms of Service ("Terms") govern your use of www.jawunmoore.com and your inquiries, consultation calls, and use of services offered by *Ja-Waun Moore LLC* ("we," "us," or "our"). By using our website or submitting an inquiry, you agree to these Terms. If you do not agree, please do not use our website or services.

1. Our Services

We provide coaching, speaking, training, and related consulting services focused on performance, personal growth, leadership, and accountability. Specific coaching engagements are governed by a separate Coaching Services Agreement and speaking or training engagements by their own written agreement. If these Terms conflict with a signed agreement, the signed agreement controls.

2. Not Therapy or Professional Advice

Our services are educational and developmental. They are not therapy, counseling, medical treatment, or legal, financial, or other licensed professional advice, and they are not a crisis service. If you are experiencing a mental health emergency, contact local emergency services (911 in the U.S.) or call or text the 988 Suicide & Crisis Lifeline. See our Informed Consent for Coaching for more detail.

3. Consultation Calls

A consultation call is a conversation to explore whether working together is a good fit. A consultation call does not guarantee any outcome, does not require any payment, and does not prevent you from choosing to purchase coaching, programs, or subscriptions in the future. A consultation call also does not guarantee that you will become a coaching client; either of us may decide not to move forward.

4. No Guarantees

We make no promises or guarantees about specific results, performance improvements, or outcomes from our website content, consultation calls, coaching, speaking, or training. Results depend on many factors, including your own effort and circumstances, and you are responsible for your own decisions and actions.

5. Email and Text Communications

If you opt in, you agree to receive emails and text messages from us as described in our Privacy Policy and the consent language on our forms. You can opt out at any time by using the unsubscribe link in emails or replying STOP to texts. Message and data rates may apply.

6. Payments

Fees, payment schedules, late payments, refunds, and cancellations for paid services are set out in the applicable agreement and our Payment Authorization & Cancellation Policy. Prices on our website or in communications may change until you sign an agreement or complete a purchase.

7. Intellectual Property

All content on our website and in our programs, including text, frameworks, curriculum, worksheets, assessments, slides, graphics, audio, and video, belongs to us or our licensors and is protected by intellectual property laws. You may use it for your own personal, non-commercial purposes. You may not copy, record, resell, distribute, or create derivative works from it without our written permission. Any third-party assessments (such as CliftonStrengths) remain subject to their owners' terms.

8. Your Conduct

You agree to provide accurate information, to use our website and services lawfully and respectfully, and not to harass, threaten, or abuse us or others, interfere with our website's operation, or attempt unauthorized access to our systems.

9. Testimonials and Media

We will not publicly use your name, likeness, quotes, or story without your separate written permission (for example, a Media Release or Testimonial Release). Any feedback you voluntarily send us may be used to improve our services but will not be published with identifying details without your permission.

10. Third-Party Links and Tools

Our website and services may rely on or link to third-party platforms (such as scheduling, payment, video, and messaging tools). We do not control them and are not responsible for their content, availability, or practices.

11. Disclaimer of Warranties

To the fullest extent permitted by law, our website and services are provided "as is" and "as available," without warranties of any kind, whether express or implied, including fitness for a particular purpose and uninterrupted or error-free operation.

12. Limitation of Liability

To the fullest extent permitted by law, we are not liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits or opportunities, arising from your use of our website or services. Our total liability for any claim relating to our website or consultation calls will not exceed the amount you paid us for the specific service at issue, or \$100 if you paid nothing.

Nothing in these Terms limits liability that cannot be limited by law, including liability for gross negligence or intentional misconduct. For coaching clients, the Liability Waiver and Release of Claims also applies.

13. Termination of Access

We may suspend or end your access to our website or decline to provide services if you violate these Terms or for other legitimate business reasons, subject to any signed agreement. Sections that by their nature should survive termination (such as intellectual property, disclaimers, and limitation of liability) will survive.

14. Governing Law

These Terms are governed by the laws of the State of Nebraska, without regard to conflict-of-law rules. Any dispute will be resolved in the state or federal courts located in Omaha, NE and you consent to that jurisdiction and venue.

Drafting note: If you prefer to avoid court, you can swap Section 14 for a mediation-first, then binding arbitration clause, consistent with whatever you choose in your Coaching Services Agreement. Keep the two documents aligned.

15. Changes to These Terms

We may update these Terms from time to time. The updated version will be posted with a new effective date, and continued use of our website or services means you accept the update.

16. Contact Us

Questions about these Terms: Ja-Waun Moore LLC, info@jawaunmoore.com, 531-283-4828