

TERMS OF USE

Last Modified: September 25, 2026

PLEASE READ THESE TERMS OF USE (“TERMS”) CAREFULLY. THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND JLSWANCOACHING, LLC, A TEXAS LIMITED LIABILITY COMPANY (“JLSWAN COACHING,” “COMPANY,” “WE,” “US,” OR “OUR”). BY ACCESSING, BROWSING, OR USING THE WEBSITE LOCATED AT WWW.JLSWANCOACHING.COM (THE “WEBSITE”), YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE.

THESE TERMS CONTAIN A MANDATORY ARBITRATION PROVISION AND A CLASS ACTION WAIVER, WHICH AFFECT YOUR LEGAL RIGHTS. PLEASE READ SECTION 13 CAREFULLY.

1. ACCEPTANCE OF THE TERMS OF USE

These Terms are entered into by and between you and JLSwan Coaching. The following Terms govern your access to and use of the Website, including any content, functionality, and services offered on or through the Website. Please read these Terms carefully before you start to use the Website. By using the Website, or by clicking to accept or agree to the Terms when this option is made available to you, you accept and agree to be bound and abide by these Terms and our Privacy Policy, found at <https://www.jlswancoaching.com/disclaimer>, incorporated herein by reference. If you do not agree to these Terms or the Privacy Policy, you must not access or use the Website.

The Website is intended for users who are at least 18 years of age. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. CHANGES TO THE TERMS OF USE

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter; provided that material changes will be posted at least 30 days before they take effect. However, any changes to the dispute resolution provisions set forth in Section 13 (Dispute Resolution and Arbitration) shall not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website.

Your continued use of the Website following the effective date of revised Terms means that you accept and agree to the changes. Changes to these Terms apply prospectively only. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. Each time you access the Website, the version of the Terms then in effect will apply. The “Last Modified” date at the top of these Terms indicates when they were most recently revised.

3. WEBSITE AVAILABILITY

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

4. INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, photographs, video, audio, coaching materials, book content, program descriptions, design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Website for your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except that your computer may temporarily store copies of such materials incidental to your accessing and viewing those materials, and you may print or download a reasonable number of pages for your own personal, non-commercial use.

No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

5. TRADEMARKS

The Company name, the name “JLSwan Coaching,” the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

6. PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

7. USER SUBMISSIONS

The Website includes a contact form and may include other inquiry forms or interactive features that allow you to submit questions, comments, or other information to the Company (“User Submissions”). Any User Submission you transmit to the Website will be considered non-confidential and non-proprietary, except to the extent such submission includes personal data subject to our Privacy Policy. By providing any User Submission on the Website, you grant the Company a non-exclusive, royalty-free, perpetual, irrevocable, fully sublicensable right to use, reproduce, modify, adapt, publish, translate, distribute, and display such User Submission in any media.

You represent and warrant that:

- You own or control all rights in and to your User Submissions and have the right to grant the license above.
- All of your User Submissions do and will comply with these Terms.
- Your User Submissions are accurate, and you are responsible for any inaccuracies in information you provide.

You understand and acknowledge that you are responsible for any User Submissions you submit, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Submissions submitted by you or any other user of the Website.

For information about how we collect, use, and protect personal data submitted through the contact form and other interactive features, please see our Privacy Policy at <https://www.jlswancoaching.com/disclaimer>.

8. THIRD-PARTY LINKS AND CONTENT

The Website may contain links to third-party websites, services, and resources (“Third-Party Links”), including links to social media platforms and other services. These Third-Party Links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any Third-Party Links, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

Your interactions on social media platforms linked from the Website are governed by the respective terms of use and privacy policies of those platforms. The Company is not responsible for the content, privacy practices, or policies of any social media platform.

We are not responsible for examining or evaluating the content or accuracy of any third-party sites and do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties. A complete list of third-party service providers, along with descriptions of the data they may process and links to their respective privacy policies, is set forth in our Privacy Policy. These third-party services are subject to their own terms and privacy policies, and we encourage you to review them.

9. RELIANCE ON INFORMATION POSTED

The information presented on or through the Website is made available solely for general informational purposes. All content on the Website, including coaching-related content and any other materials, is provided for general informational and educational purposes only.

NOTHING ON THE WEBSITE CONSTITUTES, OR IS INTENDED TO CONSTITUTE, THERAPY, COUNSELING, MEDICAL ADVICE, MENTAL HEALTH TREATMENT, LEGAL ADVICE, FINANCIAL ADVICE, OR ANY OTHER FORM OF PROFESSIONAL ADVICE. USE OF THE WEBSITE DOES NOT CREATE A

PROFESSIONAL-CLIENT, THERAPIST-PATIENT, OR FIDUCIARY RELATIONSHIP BETWEEN YOU AND THE COMPANY OR JENNIFER SWAN. YOU SHOULD CONSULT WITH APPROPRIATE LICENSED PROFESSIONALS BEFORE MAKING ANY DECISIONS BASED ON INFORMATION OBTAINED FROM THE WEBSITE.

We do not warrant the accuracy, completeness, or usefulness of the information on the Website. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by affiliated organizations, licensors, and other content providers. All statements and/or opinions expressed in these materials, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. DISCLAIMER OF WARRANTIES

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE, AND TITLE.

THE COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY THIRD-PARTY LINK, AND THE COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY

TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, MEMBERS, OR MANAGERS (COLLECTIVELY, THE “COMPANY PARTIES”) BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

WITHOUT LIMITING THE FOREGOING, THE COMPANY PARTIES SHALL NOT BE LIABLE FOR ANY HARM, INJURY, OR DAMAGES ARISING FROM ANY PERSON’S DECISION TO START, STOP, OR MODIFY ANY MEDICATION, THERAPY, OR TREATMENT BASED ON INFORMATION OBTAINED FROM THE WEBSITE, THE COMPANY’S PUBLICATIONS, OR ANY COACHING, MENTORING, OR CONSULTING SERVICES PROVIDED BY OR THROUGH THE COMPANY.

THE WEBSITE IS A FREE INFORMATIONAL RESOURCE. YOU ACKNOWLEDGE THAT YOU HAVE NOT PAID ANY CONSIDERATION TO THE COMPANY FOR ACCESS TO THE WEBSITE AND THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE WEBSITE IS TO STOP USING THE WEBSITE.

Nothing in these Terms excludes or limits the Company’s liability for any liability that cannot be excluded or limited under applicable law.

12. INDEMNIFICATION

You agree to indemnify and hold harmless the Company Parties from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys’ fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Website, including, but not limited to, any User Submissions you make; (c) your use of any information obtained from the Website; or (d) any unlawful or tortious conduct by you.

13. DISPUTE RESOLUTION AND ARBITRATION

(a) Agreement to Arbitrate.

You and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Website (“Dispute”) shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules then in effect. The arbitration shall be conducted in Harris County, Texas (or such other location as the parties may mutually agree). The arbitrator shall have exclusive authority to resolve challenges to the validity or enforceability of this arbitration clause; provided, however, that a court of competent jurisdiction shall have final and definitive authority to resolve any challenges with respect to the validity or enforceability of the Class Action Waiver (as defined below).

(b) Class Action Waiver.

YOU AND THE COMPANY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN (AND THE ARBITRATOR SHALL HAVE NO AUTHORITY TO ADJUDICATE) ANY CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE CLAIM (THE “CLASS ACTION WAIVER”). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SUBSECTION LIMITS THE APPLICABILITY OF THE MASS ARBITRATION PROCEDURES SET FORTH IN SUBSECTION (C) BELOW.

IF A COURT OF COMPETENT JURISDICTION FINDS THE CLASS ACTION WAIVER UNENFORCEABLE IN ANY RESPECT, THEN THE UNENFORCEABLE PORTION SHALL BE SEVERABLE FROM THESE TERMS, BUT THE REMAINDER OF THESE TERMS SHALL BE BINDING AND ENFORCEABLE. TO THE EXTENT THAT THERE ARE ANY CLAIMS TO BE LITIGATED IN A CIVIL COURT BECAUSE A COURT DETERMINES THAT THE CLASS ACTION WAIVER IS UNENFORCEABLE WITH RESPECT TO SUCH CLAIMS, THE COMPANY AND YOU AGREE THAT LITIGATION OF THOSE CLAIMS SHALL BE STAYED PENDING THE OUTCOME OF ANY INDIVIDUAL CLAIMS IN ARBITRATION.

(c) Mass Arbitration Procedures.

If five or more substantially similar arbitration demands are filed against the Company within a 90-day period by the same or coordinated counsel (“Mass Arbitration”), then each side’s counsel shall select one demand to proceed as a bellwether. All other demands shall be stayed pending completion of the bellwethers and global mediation below, with no arbitration fees due during the stay. After the bellwether arbitrations are completed, the parties agree to participate in a global mediation of all unresolved demands. The mediation shall be conducted by a mutually agreed mediator, and the costs of the mediation shall be shared equally by the Company and the claimants’ counsel. If mediation does not resolve all claims, either party may elect to proceed in court (subject to the Class Action Waiver) by providing written notice within 45 days following completion of the global mediation. If no court election is made within 45 days after completion of mediation, the remaining demands shall be administered in batches of up to 100, with one arbitrator, one procedural calendar, one hearing (which may be conducted by videoconference),

and one award per batch. Any applicable statute of limitations shall be tolled from demand filing until a court election is made or, if none, 45 days after mediation.

(d) Small Claims Court.

Notwithstanding the foregoing, either party may bring an individual action in small claims court for Disputes within the court's jurisdictional limits.

(e) Opt-Out.

You may opt out of this arbitration provision by sending written notice to the Company at jen@jlswancoaching.com within 30 days of your first acceptance of these Terms. The notice must include your name, address, and a clear statement that you wish to opt out of arbitration. If you opt out, you and the Company agree to submit to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas.

(f) Limitation on Claims.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

(g) Waiver of Jury Trial.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE.

14. GOVERNING LAW AND JURISDICTION

All matters relating to the Website and these Terms, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website that is not subject to arbitration as set forth in Section 13 shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Harris County, Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. PRIVACY POLICY

All information we collect on the Website is subject to our Privacy Policy, available at <https://www.jlswancoaching.com/disclaimer>. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Information

you submit through the contact form on the Website, including your name, email address, phone number, and the content of your message, is collected and processed in accordance with our Privacy Policy. We encourage you to review the Privacy Policy carefully to understand our practices regarding your personal information.

16. WAIVER AND SEVERABILITY

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

17. ENTIRE AGREEMENT

These Terms, our Privacy Policy, the Website Disclaimer, and any other policies or guidelines posted on the Website constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

18. CONTACT INFORMATION

To ask questions or comment about these Terms or the Website, contact us at:

JLSwan Coaching

Email: jen@jlswancoaching.com