# Terms and Conditions of Service

**Effective Date:** 23rd April, 2025
**Company Name:** Ready to Rise Professional Career Services, a Division of Tipping Point Human Resource Services Inc.

**Location:** Ontario, Canada

**1. Scope of Services**

Ready to Rise Professional Career Services ("we", "us", or "our") provides professional career services, including but not limited to resume development, LinkedIn profile optimization, interview coaching, and related advisory services (collectively, the “Services”).

The Client (“you” or “the Client”) acknowledges that Services are consultative in nature and do not constitute legal, psychological, financial, or employment placement advice.

**2. Fees, Payment Terms, and Scheduling**

2.1 **Fees:** All fees are due in full in advance of Services being rendered, unless otherwise agreed to in writing. Fees are non-refundable, except as expressly stated herein.

2.2 **Payment Methods:** We accept EFT, debit or major credit card payments. Payment constitutes acceptance of these Terms and Conditions.

2.3 **Scheduling:** You are responsible for booking your sessions. Missed sessions or cancellations with fewer than **24 hours’ notice** will be forfeited and not rescheduled or refunded.

**3. Delivery Timelines and Revisions**

3.1 **Timelines:** Turnaround time for resume and written deliverables is typically five (5) to seven (7) business days following receipt of all required information. Expedited services are subject to availability and an additional fee.

3.2 **Revisions:** You are entitled to **one**  **(1) round of revisions** per written deliverable within fourteen (14) calendar days of delivery. Revisions requested after this period, or beyond the original scope, may be subject to additional fees.

**4. Client Responsibilities**

You agree to:

* Provide complete, accurate, and timely information and documentation as requested;
* Attend scheduled consulting and coaching sessions punctually;
* Communicate professionally and in good faith throughout the engagement.

Failure to meet these responsibilities may impact the quality of the Services and does not constitute grounds for a refund or extension of Services.

**5. Disclaimer of Guarantees and Warranties**

5.1 We make **no representations, warranties, or guarantees**, express or implied, regarding the outcome or effectiveness of the Services, including but not limited to job placement, interview invitations, career advancement, or compensation increases.

5.2 The Services are provided **“as is” and “as available”**, without warranties of any kind, including merchantability or fitness for a particular purpose.

**6. Limitation of Liability**

To the maximum extent permitted by law:

6.1 In no event shall Ready to Rise Professional Career Services or its owners, contractors, agents, or affiliates be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to lost opportunities, income, or business, arising from or related to the use of our Services.

6.2 Our total aggregate liability for any claim arising out of or relating to the Services shall not exceed the amount paid by the Client for the specific Service giving rise to the claim.

6.3 This limitation of liability shall apply regardless of the cause of action, whether in contract, tort, negligence, strict liability, or otherwise, and even if we were advised of the possibility of such damages.

**7. Confidentiality and Data Protection**

We will treat your personal information and documents with strict confidentiality and will not share, disclose, or sell your information to any third party without your express consent, unless required by law.

You acknowledge, however, that we cannot guarantee the security of electronic communications, and agree that communications sent via email or third-party platforms are at your own risk.

**8. Intellectual Property**

All templates, documents, and proprietary materials provided to the Client are the intellectual property of Ready to Rise Professional Career Services and are licensed for your personal, non-commercial use only. Unauthorized reproduction, distribution, or resale is strictly prohibited.

**9. Force Majeure**

We shall not be held liable for any delay or failure in performance resulting from acts beyond our reasonable control, including but not limited to acts of God, internet outages, cyberattacks, governmental actions, strikes, pandemics, or other events of force majeure.

**10. Governing Law and Dispute Resolution**

These Terms shall be governed by the laws of the **Province of Ontario** and the federal laws of Canada applicable therein.

Any disputes arising out of or relating to these Terms or the Services shall be resolved exclusively through arbitration in **Toronto, Ontario**, in accordance with the Arbitration Act, 1991 (Ontario). Each party shall bear its own costs, and the decision of the arbitrator shall be final and binding.

**11. Amendments and Severability**

We reserve the right to update these Terms at any time. Continued use of our Services after such updates constitutes acceptance.

If any provision herein is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**12. Entire Agreement**

These Terms constitute the entire agreement between the Client and Ready to Rise Professional Career Services with respect to the Services. No oral or written statement outside these Terms shall modify or supplement them unless agreed to in writing.

**By purchasing or engaging our Services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.**