



## TERMS OF SERVICES

### Memberships and Self-Paced Courses (see more at the end of this document)

The information presented in our Live Webinars/Classes/Q&A Sessions and/or Self-Paced Courses are not tailored to individuals and their companion animals. The methods, plans, and training may not be the best option for your dogs. Please be advised that a one-on-one session might be suggested/encouraged to best meet your dogs needs.

### Separation Anxiety and Fear-Aggression Packages

Packages are to be completed on a weekly basis; same day/time agreed upon at sign-up (please review our cancellation policy). Please note the following regarding schedule:

*\*\*at the time (June 2022), Nicole Barnett's schedule may require some flexibility to adapt to her baby's schedule. She is on a flexible return to work schedule from mat leave, and may need to adjust predetermined time slots if feed/sleep schedule starts to change. Notice of changes will be provided well in advance and appropriate considerations will be made around cancellations and refunds due to inability to accommodate those changes.*

Please inquire regarding email support upon package and consult completion for each consult service provided.

### Payment

HST is included in the prices. We accept Credit Card. Prices are in CAD\$.

All purchases are to be paid in full prior to services rendered.

Please refer to your introduction package for details on your packages and membership payment schedule.

### Refunds

All training packages, memberships and courses are non-refundable.

### Cancellations

Perspective clients are allowed to book one 'Let's get to know each other' session. If this session is missed (5 minutes late or more), a charge of 15\$ will be processed to reschedule. Cancellations must be completed 24 hours before scheduled session, otherwise a 15\$ charge will be processed to reschedule.

For the following consults: Separation Anxiety? – Assessment, Let's Begin – Initial Consult, Homework Coach – package, Reassessment – package. These sessions can not be cancelled or rescheduled to another day/time. Please ensure before booking these sessions, that you are available for each of the timeslots and days agreed upon at sign-up.

For the following consults: Homework Coach – member, Reassessment – member. Please cancel 24 hours prior to your session, otherwise the session will be charged in full.

\*\* We understand dogs get unwell/injured or experience an unavoidable fearful event prior to a session. We highly encourage those who's dog is unwell/injured/anxious resulting in a hinderance to their participation during a session to cancel. These cancellations will not result in additional charge.

Cancellations can be done via email – [info@weworkfortreats.com](mailto:info@weworkfortreats.com) or through the Acuity Scheduling Software.



## Technical Difficulties

We understand glitches can happen. Please ensure you have internet connection and working video/audio prior to your sessions start time. If a glitch is happening on our end, we will do our best to ensure contingencies are in place to avoid any delay in your session.

## No Guarantees

Clients of We Work for Treats recognize the role you play in your dog's learning process is integral to achieving desired results. Participants understand that We Work for Treats cannot guarantee that your dog will achieve the desired level of training, despite best efforts of Nicole Barnett. Every dog is different, every guardian is different, and every environment is different. We strive to help owners reach their goals to the best of our abilities. Sometimes that can involve meeting our dogs where they are.

We highly encourage that all our clients have the entire household (and anyone else involved in the care of the dog) be actively involved in the training plans. We will do our best to ensure that all the homework/missions will be tailored to everyone's participation level, that aligns with the training goals for the dog. We are a team!

## Assumption of Risk

Clients of We Work for Treats acknowledges that he/she/they is voluntarily participating in dog training provided by Nicole Barnett with knowledge of the potential dangers. Participant represents that he/she/they is the owner or guardian of the dog(s) identified upon registration. You acknowledge that dogs are unpredictable animals with their own will and drives, and therefore, regardless of training, handling or environmental circumstance, Nicole Barnett cannot protect against every potential injury, risk or accident to you, to other persons participating in the training or on the property where the training is taking place, or to dogs. These may include dog attacks, dog bites, and the responsive actions and complications that arise from them, and you understand and acknowledge that such risks are inherent and cannot be eliminated. Upon sign-up the risk of participation in dog training is shifted onto you the dog owner; assuming all risk to yourself, your dog, and others accompanying you of your participation in dog training, including the associated risks of bodily injury, death or property damage while participating in the dog training and related activities in your own home or in a public space.

## Release of Liability

Participant agrees that in consideration for being permitted to participate in dog training provided by Nicole Barnett, and/or Participant, for himself/herself, and his/her heirs, next of kin, executors, and personal representatives (collectively, "Releasers"), assumes the entire risk associated with participating such an activity and waives, releases, discharges and covenants not to sue Nicole Barnett, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers or other representatives, their successors and/or assigns (collectively, "Releasees"), from any and all liability to Releasers for any loss, harm, damage, claim, injury (including death) or accident to the person or property of Participant, Participant's dog, and any other persons accompanying Participant at the dog training, including any minor children, arising out of or related to participating in dog training with Nicole Barnett even if caused by any negligent act or omission of Releasees. Nothing herein is intended to release Releasees from any harm, injury, claim or damage caused by intentional, wanton or reckless misconduct.

## Indemnification

Clients of We Work for Treats agree that you are and will be responsible for your conduct and the conduct of your dog and others accompanying you (including minor children) at all times. You agree to indemnify and hold harmless Nicole Barnett, its directors, officers, members, managers, employees, agents, sponsors, organizers, volunteers and other representatives, from any and all claims of injury (including death), loss, cost, expenses, or damage to persons, dogs, or property caused by the acts or omissions of you, your dog, and any other persons accompanying you, including any minor children, during the course of training or related activities, as well as by the conduct of your dog under your own care as a result of following training instructions. This provision applies whether the claims are made by you, members of your family, your accompanying guests, or third parties.



## Photo/Video Release

Clients of We Work for Treats provide use permission to publish in print, electronic or video format the likeness or image of you and/or your dog. You release all claims against Nicole Barnett with respect to privacy rights, publicity rights, copyright ownership and publication, including any claim for compensation related to use of the materials.

During an Initial Consult, Homework Coach session or Reassessment session we may ask permission to record parts of the consult to utilize video for other means in the business (ie. marketing or educational material). All webinars/classes/q&a sessions will be recorded.

Via email we may request a photo or video of your dog to use for marketing.

Videos submitted for homework/missions, we may email for consent to utilize for marketing or educational purposes.

## Photo/Video/Written Content of We Work for Treats

We Work for Treats YouTube Videos are allowed to be shared and distributed using the url link to the video.

We Work for Treats Vimeo videos are strictly prohibited to be shared and distributed.

Any videos shared through google drive or dropbox or other forms of file sharing from We Work for Treats are strictly prohibited to be shared and distributed.

Self-Paced Courses are strictly prohibited to be shared or distributed. A household caring for family dog(s) in the same household can share a username/password. But, any additional family/friends with their own dog(s) outside of your household must purchase their own courses and have their own username/password.

## Health and Safety

Owner's of the dogs signing up for We Work for Treats can confirm that the participating dog is physically fit and in good health.

## Additional Terms of Services for Self-Paced Courses on TEACHABLE

### 1. Terms

By accessing We Work for Treats Teachable Self-Paced Courses and Classes, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in We Work for Treats Teachable Self-Paced Courses and Classes are protected by applicable copyright and trademark law.

### 2. Use License

1. Permission is granted to temporarily download one copy of any downloadable materials on the School's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
  - a) modify or copy the materials;
  - b) use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - c) attempt to decompile or reverse engineer any software contained on the We Work for Treats web site;
  - d) remove any copyright or other proprietary notations from the materials; or
  - e) transfer the materials to another person or 'mirror' the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by We Work for Treats at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.



### **3. Disclaimer**

The materials on the We Work for Treats website are provided 'as is'. We Work for Treats makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, We Work for Treats does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

We Work for Treats can not guarantee improvement in your dog's behaviour with the behaviour modification plans presented in their courses or classes.

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### **4. Limitations**

In no event shall We Work for Treats be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the We Work for Treats website, even if We Work for Treats or an authorized of the School has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### **5. Revisions and Errata**

The materials appearing on the School's website may include technical, typographical, or photographic errors. The School does not warrant that any of the materials on its web site are accurate, complete, or current. The School may make changes to the materials contained on its web site at any time without notice. The School does not, however, make any commitment to update the materials.

### **6. Links**

The School has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by We Work for Treats by the site. Use of any such linked website is at the user's own risk.

### **7. Site Terms of Use Modifications**

The School may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms of Use.

### **8. Governing Law**

Any claim relating to the We Work for Treats website shall be governed by the laws of the We Work for Treats own home jurisdiction without regard to its conflict of law provisions.