**Terms & Conditions**

The following Terms of Use are entered into by and between You and **Ally Career Solutions** (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly incorporate by reference (“Terms of Use”), govern your access to and use of **www.allycareersolutions.com**, including any content, functionality and services offered on or through **www.allycareersolutions.com** (the “Website”), whether as a guest or a registered user.

**Copyright & Content**

All content on the Website is protected by copyright, trademark, and other applicable laws, and are the property of the **Ally Career Solutions** unless otherwise noted. This website and its content may not be copied, published, distributed, downloaded, or otherwise stored in a retrieval system, transmitted, or converted, in any form or by any means, electronic or otherwise, without the prior written permission of the copyright owner.

**Disclaimer**

The information on [**www.allycareersolutions.com**](http://www.allycareersolutions.com) is provided as general information and should not be considered professional Career Development Advice for your own personal situation. The ideas and strategies should never be used without first assessing your own personal and career situation, or without consulting a Certified Career Professional.

**Privacy**

We respect your privacy and follow the principles of PIPEDA in the collection of Personal Information from you on our website. Please see our full text of our Privacy Policy, attached.

**Email And Other Electronic Communications**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

**User Communication**

The Website may contain chat areas, news groups, forums, communities, comment sections or other message or communication facilities designed to enable you to communicate with the public at large or with a group.

You agree that when using features of the Website that allow for communication by you, that you will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others.

You agree not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material or information, or upload files unless you own or control the rights thereto or have received all necessary consents.

You agree not to advertise or offer to sell or buy any goods or services for any business purpose, or harvest or otherwise collect information about others, including e-mail addresses, without their consent or violate any applicable laws or regulations.

The Company has no obligation to monitor the user communications but reserves the right to review materials posted to the Website and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the user communication services at any time without notice for any reason whatsoever and to disclose any information as necessary to satisfy any applicable laws.

**Process and Deliverables**

* **Résumé** and **Cover Letter** development fees include creation of a customized questionnaire, review of supporting documentation, up to 45-minute scheduled online consultation (to include review of information and discussion of career goal/desired position. The required editing online session(s) will be scheduled with the client to review the draft document(s). The edited document(s) will be emailed to the client for a final review and acceptance. Any revisions required will be emailed to Ally Career Solutions in 3 business days. Finalized files will be provided in Microsoft Word & PDF format. The fee is **1497.00 CAD** based upon a 2-page résumé and a 1-page cover letter.
* All writing projects include preparation of an initial draft and 2 rounds of revisions.
* **Résumé** and **Cover Letter** editing services include reviewing, proofreading, modifying, and making minor changes to documents. It does not include rewriting, reformatting, or revamping documents.
* **LinkedIn Profile Development** fees include creation of custom content from client-supplied résumé, supporting documentation, and completion of a questionnaire. Through a series of 4 – 1-hour online consultations the client will learn the basics of how to use LinkedIn and upload their content. Content will be provided in MS Word and uploaded by client to their LinkedIn profile during scheduled online sessions. The fee is **1297.00 CAD**.
* **Career Exploration and Decision-Making** services are delivered online in 6 – 1hour sessions. Client agrees to complete 1-3 hours of homework between sessions. Client agrees to complete online assessments and to have their name and email shared with third party assessments sites to access the assessment and their results. Guidance will be given to client to create a Career Action Plan based upon their results. The fee is **2997.00 CAD**.

**Payment Terms & Conditions**

* Payment is due in full prior to services being rendered. **Ally Career Solutions** will not provide any service without payment of fees in full.
* Payment may be made by e-transfer.
* Please note that currently Ally Career Solutions is HST exempt.

**As the client, you agree to**

* pay all fees associated with requested work and participate fully in the information-gathering process for creating career documents and or career coaching — including, but not limited to, answering questions, providing copies of previous career marketing documents, providing links to job postings for the career target identified as the focus of the job search, and giving as much information as possible in order to create interview-winning career marketing documents.
* complete a custom questionnaire thoroughly and accurately, to the best of his/her/their ability. While an online/telephone consultation is available to clarify issues not fully explained in the questionnaire, client agrees not to use this as a substitute for completing the questionnaire.
* **Ally Career Solutions** will not be responsible for missed deadlines if client is late in providing information or does not approve of work in a timely manner at any stage of the process.
* review all career documents for accuracy (including errors and missing or incomplete content) and respond by email with any changes or corrections (or approval to finalize) within **3 business days** of receipt of the draft documents. If changes are indicated, **Ally Career Solutions** will provide one additional draft of the document for client review and approval. Approval of the second draft is required within **3 business days** of draft delivery. If corrections or approval are not provided within the timeline specified, it is assumed the documents are acceptable and the project will be finalized.
* Additional or new information introduced after work has started will generate additional fees for consultation and writing services at the rate of **$100.00 CAD**/hour, billed in quarter-hour increments and due prior to draft delivery.
* Client will receive draft documents and proofreading instructions via email. Client must check all data for accuracy and completeness, including job titles, descriptions, accomplishments, dates of employment, and correct spellings. If corrections are requested, client must forward them via email in the timeframe specified in the proofreading instructions.
* Requests for changes, corrections, or revisions after a writing project is finalized will be subject to additional charges at the rate of **100.00 CAD**/hour, billable in quarter-hour increments.

**Timelines and Project Finalization**

* Unless other arrangements are made, document drafts are provided within **3-7** business days from when the client information is received (1 phone consultation completed and the completed questionnaire received from client). Client is responsible for notifying **Ally Career Solutions** if the draft documents are not received by the expected delivery date.
* Rush service for documents may be arranged at an additional **50%** premium.
* 24-hour notice is required for any consultations that need to be rescheduled.
* If the marketing documents/content project has not been finalized in **30 calendar days**; career coaching services has not been finalized in **90 calendar days** from the project payment date, the project will be considered complete, and the client will forfeit the rights to any services not used.
* After **30 calendar days**, all marketing document/LinkedIn content projects will be considered approved and complete, and additional work will be billed at the rate of **100.00 CAD**/hour.
* After **90 calendar days** career coaching services will be considered complete, and additional career coaching work will be billed at the rate of **200.00 CAD**/hour
* Changes after finalization — including client’s discretionary revisions — are subject to additional charges at **Ally Career Solution’s** current hourly rate, billed in quarter-hour increments.

**Warranty Disclaimer**

* I understand Ally Career Solutions will work with me in good faith to compose and design professional career marketing materials based on the data I provide.
* I understand that the documents and content composed by **Ally Career Solutions** must be marketed properly to produce interviews, and that no guarantee of interviews, job offers, or employment is made when utilizing the services of **Ally Career Solutions.** Client accepts full responsibility for the outcome of any job search campaign and agrees to not hold **Ally Career Solutions** responsible for lack of interviews or job offers, failure to obtain employment, or any other related outcomes.
* Client success is directly dependent on the effort, commitment, and diligence employed using the new career documents and a variety of job search strategies (applying for advertised positions, networking, social media search, direct contact with potential employers, etc.). Outcomes are affected by many external variables, including market volatility, local and national economies, market saturation for a particular industry, and client’s level of experience, skills, and education.
* I understand **Ally Career Solutions** will work with me in good faith to navigate the career decision making process and will assist me with developing a Career Action Plan based upon the information I provide.
* I understand that the Career Action Plan steps must be implemented to produce results. Client accepts full responsibility for the outcome of Career Decision Making process and agrees to not hold **Ally Career Solutions** responsible for career selection, failure to obtain employment, educational institution/training selection, or any other related outcomes.

**Client Assurance of Accuracy of Information Provided:**

* **Ally Career Solutions** is not liable for any injury or damage caused by client omissions, false statements, or other inaccuracies, and will not be responsible for any monetary compensation or attorney fees if a legal dispute arises.
* Client authorizes **Ally Career Solutions** to use any work created on their behalf in publications, books, websites, and/or lectures provided that client information (including names, addresses, phone numbers, and email addresses) is changed to protect client identity.
* Client grants permission to **Ally Career Solutions** to use the content of client’s career marketing documents to be published in articles, columns, books, industry-related publications, and/or training materials at the discretion of **Ally Career Solutions**. All client-identifying data (name, address, city, email address, phone numbers) will be removed or fictionalized to protect client identify.
* Client acknowledges that all electronic files and other materials are the property of **Ally Career Solutions.**
* Client agrees that the documents created by **Ally Career Solutions** will be used for the sole purpose of seeking/soliciting jobs and/or interviews and for any other purposes expressly authorized by **Ally Career Solutions**. Client may not sell, post, publicly review, or otherwise utilize the documents unless authorized in writing by **Ally Career Solutions**.
* All materials, information, documents, and resources provided to the client in the process of completing the project remain the property of **Ally Career Solutions**. Client is granted a revocable license to use career marketing documents; however, **Ally Career Solutions** retains copyright and holds intellectual property rights for materials created. This license does not permit client to allow a third party to utilize any of the materials or products developed by **Ally Career Solutions**.
* Information gathered from the client during the document creation process will be kept confidential. **Ally Career Solutions** agrees not to disclose client’s confidential information to anyone or use it in any way other than for the purpose of performing services for the client with the following exceptions: **Ally Career Solutions** may disclose confidential information if ordered to do so by a court of law, where a client presents a serious danger of violence to others and or themselves, where a client discloses information previously unreported, regarding the abuse of a child under 16 years of age, and where the client gives written consent to release specific information using “consent to release confidential information form.”

**Indemnification**

* + All work to be completed in a timely manner subject to acts of God, mechanical failure, or other circumstances beyond the control of **Ally Career Solutions**.
	+ All services will be completed in a timely manner, subject to acts of God, equipment failure, or other circumstances beyond the control of **Ally Career Solutions.**
	+ **Ally Career Solutions** is not responsible for technical difficulties related to receiving or transmitting information, including, but not limited to, file compatibility issues or email difficulties.
	+ **Ally Career Solutions** is not responsible for technical, hardware, and/or software failures of any kind nor for any issues resulting from same.
	+ **Ally Career Solutions** provides client files in Microsoft Word and Adobe Acrobat PDF formats and does not guarantee documents will retain all their original, intended formatting and features on client equipment. **Ally Career Solutions** cannot provide technical support for document formatting or other file compatibility issues due to the wide variety of computer software and hardware available for client use.

**Refund Policy**

* Fees for consultation, information-gathering, and preparation of career documents are non-refundable, as **Ally Career Solutions** provides custom services for each client.
* **Ally Career Solutions** reserves the right to refuse service, terminate a client relationship, or otherwise cancel orders in their sole discretion. Should a client relationship be terminated after the writing process or the career coaching process has begun, a pro-rated fee amount will be refunded to the client.

**Legal Jurisdiction**

* In the event of any legal action, the laws of **Nova Scotia** will apply, and only the courts located in **Halifax, Nova Scotia** will have jurisdiction over the parties to this agreement.
* The Terms and Conditions shall be governed in all aspects by the laws of Canada and by the laws of the province of **Nova Scotia.** Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and provincial courts located in **Nova Scotia**, as applicable, for any matter arising out of — or relating to — this agreement.
* If any provision of this agreement is found to be unenforceable, all other clauses shall remain unchanged and in full force and effect.

**Terms & Conditions Changes**

* The Terms and Conditions will be updated periodically without notice. Check the Website for the most up-to-date version. Your use of the Website means that you accept and agree to the currently posted Terms & Conditions, they are binding on you.

**Authorization**

* Client declares that they have read, understand, and accept the terms and conditions as specified by submitting payment for services.

**Contact Information**

Questions about Terms & Conditions, contact Elaine Piper, elaine@allycareersolutions.com

**Terms & Conditions Policy Effective**: **December 21, 2022**