

Terms & Conditions

Jody Enget Counseling & Consulting, PLLC

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Welcome to the website of Jody Enget Counseling & Consulting, PLLC (“JEC&C,” “we,” “us,” or “our”).

These Terms & Conditions govern your use of this website and your purchase or use of products, training, educational materials, virtual programs, consulting services, and other offerings made available through the site.

By accessing this website, submitting an inquiry, registering for a program, purchasing a product, or using materials obtained from this website, you agree to these Terms & Conditions. If you do not agree with these terms, please do not use the website or purchase our products or services.

1. Website Purpose

This website provides information about Jody Enget Counseling & Consulting, PLLC and its services and resources, which may include:

- Equine-Assisted Mental Health Therapy
- Clinical Supervision
- Equine-Assisted Services consulting and program development
- Professional Zoom “Lunch & Learns”
- Professional training
- Educational presentations
- Curricula and facilitation manuals
- Worksheets and program-development resources
- Other professional or educational services and materials

Information on this website is provided for general informational, educational, and business purposes unless a separate professional agreement states otherwise.

2. No Therapist-Client Relationship Created by Website Use

Visiting this website, submitting a contact form, sending an email, scheduling a consultation, or purchasing an educational product does not by itself establish a therapist-client relationship with Jody Enget, LMFT or Jody Enget Counseling & Consulting, PLLC.

A therapist-client relationship is established only after appropriate screening, acceptance into services, informed consent, required documentation, and any other necessary clinical procedures have been completed.

Mental health services may also be limited by professional licensure, location, availability, clinical appropriateness, and other applicable requirements.

3. Not Emergency or Crisis Services

This website, its contact form, email address, and online store are not monitored as emergency or crisis services.

If you or another person is in immediate danger or experiencing a mental health emergency, contact appropriate emergency services in your area. In the United States, you may call or text 988 to reach the Suicide & Crisis Lifeline or call 911 for an immediate emergency.

Do not use the website contact form for urgent or emergency communications.

4. Professional Services

Professional services offered through JEC&C may have additional terms, agreements, informed-consent documents, professional requirements, or eligibility criteria. These may include mental health therapy, clinical supervision, organizational consulting, customized training, workshops, or other professional services.

Where a separate written agreement applies, that agreement will control with respect to the specific professional service.

Availability of a service described on this website does not guarantee that a particular person or organization will be accepted for that service.

5. Clinical Supervision

Clinical supervision services are provided only when consistent with Jody Enget's professional qualifications, licensure, scope of practice, and applicable requirements.

Individuals seeking supervision are responsible for determining whether the supervision they receive satisfies the requirements of their licensing board, employer, training program, credentialing organization, or other applicable authority.

Information on this website regarding supervision is provided for general informational purposes and should not be interpreted as a guarantee that particular supervision hours will be accepted by a licensing or credentialing body.

6. Equine-Assisted Services

Participation in equine-assisted services involves interaction with horses and equine environments, which carry inherent risks.

Any person participating in an in-person equine-assisted program may be required to complete additional consent, release, safety, assumption-of-risk, or facility documentation before participation.

Nothing on this website eliminates the inherent risks associated with horses, livestock, outdoor environments, or equine-related activities.

7. Educational Materials Are Not a Substitute for Professional Care

Products, presentations, curricula, worksheets, training materials, and other resources sold or distributed through this website are intended for educational and informational purposes.

They are not intended to:

- Diagnose a mental health condition
- Replace professional medical, psychological, psychiatric, or mental health care
- Provide individualized treatment recommendations
- Qualify an unlicensed individual to provide mental health treatment
- Replace professional training, supervision, credentialing, or licensure requirements

Purchasers and users are responsible for applying materials appropriately and within their own professional scope of practice.

8. Professional Responsibility of Purchasers and Users

Some products are designed for therapists, counselors, equine-assisted service professionals, program staff, volunteers, facilitators, or organizations. Purchasing a product does not grant professional qualifications, clinical authority, certification, licensure, or competency.

Users are responsible for:

- Maintaining appropriate professional credentials
- Following applicable laws and licensing requirements
- Working within their professional scope of practice
- Obtaining appropriate supervision where required
- Adapting materials appropriately to their setting and population
- Following applicable safety, confidentiality, ethics, and organizational requirements

9. Digital Products

Digital products may include PDFs, PowerPoint presentations, manuals, worksheets, curricula, or other downloadable materials. Product descriptions will identify the format and method of delivery when applicable.

It is the purchaser's responsibility to ensure that they have compatible software and equipment necessary to open and use purchased files. We are not responsible for a purchaser's inability to use a file because of outdated, incompatible, unsupported, or improperly configured software or devices.

If you experience a technical problem accessing a purchased file, please contact us for assistance.

10. License to Use Purchased Materials

ONE PURCHASE = ONE PURCHASING INDIVIDUAL OR ONE PURCHASING ORGANIZATION

for its own internal educational and professional use.

Unless a product page or separate written license specifically states otherwise, each purchase grants a limited, non-exclusive, non-transferable license to one purchasing individual or one purchasing organization for its own internal educational and professional use.

If the purchaser is an individual, the product may be used by that individual for their own authorized professional or educational purposes.

If the purchaser is an organization, the product may be used internally by that organization's authorized staff, employees, volunteers, contractors, facilitators, or trainees when such use is consistent with the purpose of the purchased material.

Purchase does not transfer copyright, ownership, authorship, trademark rights, or other intellectual-property rights.

Unless expressly authorized in writing, purchased materials may not be:

- Shared with unrelated individuals or organizations
- Resold
- Redistributed outside the purchasing individual or organization
- Published or posted online
- Uploaded to a publicly accessible website, shared drive, resource library, or file-sharing platform
- Commercially redistributed
- Sublicensed
- Provided to another organization as part of paid consulting, training, or other commercial services
- Repackaged or represented as the purchaser's original work
- Used to create and sell a substantially similar or competing commercial product
- Reproduced for commercial distribution
- Distributed after removing copyright, authorship, attribution, or proprietary notices

Reasonable printing, copying, presentation, and internal distribution may be permitted within the purchasing organization when consistent with the intended purpose of the product.

Specific products may include additional usage or licensing terms. Where product-specific terms differ from these general Terms, the product-specific terms will control for that product.

11. Intellectual Property

Unless otherwise indicated, the website and its original content—including text, graphics, logos, photographs, illustrations, training materials, downloadable resources, presentations, worksheets, page designs, and other materials—are protected by applicable intellectual-property laws.

Certain products or materials may contain content owned or developed in collaboration with other organizations, authors, or rights holders.

Nothing in these Terms transfers ownership of intellectual property to the purchaser or website user. All rights not expressly granted are reserved.

12. Mustard Seed Ranch Program Facilitation Manual

The Mustard Seed Ranch Program Facilitation Manual and associated materials may contain intellectual property developed by or in collaboration with Mustard Seed Ranch, Jody Enget Counseling & Consulting, Dr. John Townsend, and/or other contributors or rights holders.

One purchase licenses the manual to one purchasing individual or one purchasing organization for its own authorized internal use.

A purchasing organization may allow appropriate staff, facilitators, clinicians, or program personnel within that organization to use the manual in connection with the organization's own program.

Purchase does not authorize the purchaser to:

- Provide the PDF or digital file to another organization
- Share the manual with unrelated individuals
- Resell or redistribute the manual
- Publish substantial portions online
- Reproduce the curriculum for commercial distribution
- Remove authorship, copyright, contributor, or attribution information
- Represent the curriculum as the purchaser's original work
- Create and commercially distribute a substantially derivative curriculum without authorization

The purchase does not transfer ownership of the curriculum, copyrights, trademarks, authorship rights, or other intellectual property.

Any copyright, attribution, or license notice contained within the manual itself also applies. If a product-specific license expressly differs from these general Terms, the product-specific license controls for that product.

13. PowerPoint Training Materials

The Mental Health Orientation Training PowerPoint and any other downloadable presentations are licensed according to the one-purchase/one-individual-or-organization rule described above.

A purchasing organization may use an authorized presentation for internal training of its own staff, employees, volunteers, contractors, or program personnel.

The purchaser may not provide the PowerPoint file or substantial portions of its content to unrelated individuals or organizations.

Unless written permission is obtained from JEC&C, purchasers may not:

- Resell the presentation
- Provide copies to another organization
- Post the presentation publicly online
- Upload it to a publicly accessible resource library or shared platform
- Sell access to the presentation

- Use the presentation as a commercial training product for outside organizations
- Represent themselves as the creator or copyright owner
- Remove copyright, attribution, or proprietary notices
- Commercially redistribute an altered or derivative version

Any permission to use the presentation beyond the purchasing individual or organization's own internal use must be obtained in writing.

14. Horsemanship Routine Worksheet

The Guide to Create Your Horsemanship Routine Worksheet is licensed to one purchasing individual or one purchasing organization for its own internal use.

Because the worksheet is specifically designed to help organizations develop their own procedures, the purchaser may:

- Complete and customize the worksheet
- Add facility-specific procedures
- Add organization-specific terminology
- Incorporate information unique to its own horses, facility, staff, or program
- Print reasonable copies for authorized internal users
- Share completed internal working copies with staff, employees, volunteers, contractors, or program personnel within the purchasing organization

The purchaser may not:

- Provide the original or editable digital product to unrelated individuals or organizations
- Resell the original worksheet
- Resell a lightly modified version of the worksheet
- Publish or publicly distribute the original worksheet
- Remove copyright or ownership notices and claim the original material as their own
- Commercially distribute a substantially derived product without written permission

The purchaser retains ownership of original facility-specific information that the purchaser independently creates and adds to the worksheet.

15. Live Zoom Training

Certain training may be offered through Zoom or another virtual platform.

When purchasing live training:

- The purchaser is responsible for providing accurate contact information.
- Scheduling may occur after purchase.
- Participants are responsible for having adequate internet access and compatible technology.
- Attendance does not guarantee professional certification, licensure credit, or Continuing Education credit unless expressly stated.
- Participants are expected to behave professionally and respectfully.
- We reserve the right to remove a participant whose conduct is disruptive, abusive, threatening, discriminatory, or otherwise inappropriate.

Any participant limits, duration, pricing, or scheduling requirements shown on the applicable product page are incorporated into these Terms.

16. Professional Zoom “Lunch & Learns”

Professional Zoom “Lunch & Learns” are intended to facilitate professional discussion, peer learning, brainstorming, and industry connection.

Statements or opinions expressed by individual participants do not necessarily represent the views of Jody Enget or JEC&C.

Participants are responsible for maintaining professional confidentiality and should not disclose identifying client information or other protected information during group discussions.

Lunch & Learns are not a substitute for individualized clinical supervision, legal advice, professional consultation, or mental health treatment.

17. Continuing Education Documentation

Where stated, documentation related to participation may be available upon request.

Provision of attendance or participation documentation does not guarantee that a licensing board, credentialing organization, employer, professional association, or other authority will accept the activity for Continuing Education Units or other professional requirements.

Participants are responsible for verifying requirements with their own licensing or credentialing authority.

18. Prices and Payment

Prices are displayed in U.S. dollars unless otherwise stated.

We reserve the right to change prices at any time. A price change will not affect an order already completed unless required to correct an obvious pricing or technical error.

Payment must be successfully processed before access to a paid digital product or service is provided unless otherwise agreed. Applicable taxes may be added where required.

19. Refunds and Cancellations

Purchases are subject to the Digital Product Refund & Cancellation Policy posted on this website.

Because digital products may be delivered immediately and cannot ordinarily be “returned,” different refund terms may apply to downloadable products than to live services or scheduled training.

Please review the applicable refund terms before completing your purchase.

20. Scheduling and Rescheduling

Consultations, training sessions, supervision, workshops, and other scheduled services may be subject to separate scheduling and cancellation requirements.

Where specific scheduling terms are provided on a program page, purchase page, confirmation email, or professional agreement, those terms apply.

Failure to attend a scheduled service may result in forfeiture of some or all fees where permitted by the applicable cancellation policy.

21. No Guarantee of Results

Individual and organizational outcomes vary. JEC&C does not guarantee:

- Specific therapeutic outcomes
- Improvement in a particular condition
- Licensure approval
- Business or program success
- Funding
- Participant outcomes
- Revenue growth
- Certification

- Continuing Education approval
- Employment or professional advancement
- Results from implementing a curriculum, worksheet, training, or consulting recommendation

Educational resources and professional services are intended to provide information, support, training, or guidance—not guaranteed results.

22. Accuracy of Website Information

We make reasonable efforts to provide accurate and current information. However, professional regulations, licensing rules, fees, services, schedules, product availability, and other information may change.

We do not guarantee that all website information will always be complete, current, or error-free. We reserve the right to correct errors, update information, or change website content without prior notice.

23. Third-Party Services

This website may rely on third-party services for functions such as payment processing, website hosting, email, scheduling, video conferencing, digital-product delivery, analytics, security, and embedded content.

Use of third-party platforms may also be governed by those providers' terms and privacy policies. JEC&C is not responsible for outages, interruptions, security events, or other actions of third-party services outside our reasonable control.

24. Third-Party Links

The website may link to websites, organizations, professional associations, or resources operated by third parties.

Links are provided for convenience or informational purposes and do not necessarily constitute endorsement. We do not control and are not responsible for the content, accuracy, security, availability, or privacy practices of third-party websites.

25. User Conduct

You agree not to use this website to:

- Violate any law or regulation
- Infringe another person's rights
- Attempt unauthorized access to the website or its systems
- Introduce malware or harmful code
- Interfere with website operation
- Obtain or distribute copyrighted materials without authorization
- Submit fraudulent transactions
- Impersonate another person
- Harass, threaten, abuse, or harm another person
- Use purchased materials in violation of their license terms

We reserve the right to restrict access when reasonably necessary to protect the website, our business, our users, or our intellectual property.

26. Disclaimer of Warranties

To the extent permitted by law, the website, digital products, educational materials, and general informational content are provided on an "as is" and "as available" basis.

We do not warrant that the website will always be uninterrupted, error-free, secure, or compatible with every device or system.

Nothing in this section limits obligations that cannot legally be excluded.

27. Limitation of Liability

To the fullest extent permitted by applicable law, Jody Enget Counseling & Consulting, PLLC and its owners, employees, contractors, authors, and contributors will not be liable for indirect, incidental, special, consequential, or similar damages arising from the use or inability to use this website, educational products, or downloadable materials.

Nothing in these Terms is intended to exclude or limit liability where such exclusion or limitation is prohibited by law.

Professional clinical services may be governed by separate agreements and applicable professional standards.

28. Indemnification

To the extent permitted by law, you agree to be responsible for claims, losses, damages, or expenses arising from your unlawful use of the website, violation of these Terms, infringement of another person's rights, or unauthorized reproduction or distribution of purchased materials.

29. Privacy

Use of this website is also subject to our Privacy Policy. Please review the Privacy Policy to understand how information submitted through this website may be collected and used.

30. Changes to Products or Services

We may add, modify, suspend, or discontinue products, programs, services, or website features at any time.

Where a customer has already purchased a product or paid for a scheduled service, we will address any material change according to the applicable purchase, refund, cancellation, or professional-service agreement.

31. Changes to These Terms

We may update these Terms & Conditions periodically. The revised Terms will be posted on this page with an updated "Last Updated" date.

Your continued use of the website after updated Terms are posted constitutes acceptance of the revised Terms to the extent permitted by law.

32. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

33. No Waiver

Failure to enforce any provision of these Terms does not waive our right to enforce that provision or any other provision later.

34. Governing Law and Jurisdiction

These Terms & Conditions and any dispute arising out of or relating to this website, its products, digital materials, educational programs, or other non-clinical offerings will be governed by and interpreted according to the laws of the State of North Dakota, without regard to conflict-of-law principles, except where applicable law requires otherwise.

To the extent permitted by law, you agree that any legal action or proceeding arising from or relating to these Terms, the website, or purchases made through the website will be brought in an appropriate state or federal court located in North Dakota, and you consent to the jurisdiction of those courts.

Nothing in this section is intended to prevent the application of consumer-protection, professional, healthcare, or other laws that cannot legally be waived or overridden by agreement.

Professional mental health services, clinical supervision, or other services governed by separate professional agreements may also be subject to additional laws, licensing requirements, venue provisions, or dispute-resolution terms contained in those agreements.

35. Contact Information

Questions about these Terms & Conditions may be directed to:

Jody Enget Counseling & Consulting, PLLC

Jody Enget, LMFT

Email: Jody@JECandC.com

Website Implementation Language

The following short notices are recommended for consistent display on the website. They support, but do not replace, the full Terms & Conditions and Product License & Usage Terms.

Product Page License Notice

Product License: One purchase provides a license to one purchasing individual or one purchasing organization for its own internal educational and professional use. The digital file may not be shared with unrelated individuals or organizations, resold, published online, or commercially redistributed.

Checkout Acknowledgement

By placing your order, you acknowledge that you have read and agree to our Terms & Conditions, Privacy Policy, Digital Product Refund & Cancellation Policy, and Product License & Usage Terms. You understand that one product purchase licenses the material to one purchasing individual or one purchasing organization for its own internal use and does not permit redistribution to unrelated individuals or organizations.

Product License & Usage Terms - Prominent Summary

One Purchase = One Individual or One Organization

Unless expressly stated otherwise, one purchase licenses the product to one purchasing individual or one purchasing organization for its own internal use. Materials may be shared internally with authorized personnel of the purchasing organization when appropriate to the product, but the digital file may not be shared with unrelated individuals or organizations, resold, publicly posted, or commercially redistributed.

Legal review note: These terms are intended as website/business terms and should be reviewed by qualified counsel for JEC&C's specific operations, professional obligations, and North Dakota requirements before publication.