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## Terms of Service

for Hypnosis, Hypnotherapy, Emotional Freedom Technique (EFT) and Related Services

### I. DISCLOSURE OF SERVICES

In recognition that millions of people receive a substantial volume of healthcare services from complementary and alternative health care practitioners, most (United States) states' laws allow access by their state residents to complementary and alternative healthcare practitioners who are not providing services that require medical training and credentials. The following disclosure is provided to help you understand the nature and scope of services provided by hypnotherapists.

The purpose of a program of hypnotherapy is for vocational and avocational self-improvement and as alternative, adjunctive or complementary treatment to healing arts services licensed by your state. A hypnotherapist is not a licensed physician or psychologist and hypnotherapy services may not be licensed by your state of residence. Services are non-diagnostic and do not include the practice of medicine, neither should they be considered as a substitute for licensed medical or psychological services or procedures. When your goal or objective for hypnotherapy involves a medical or mental health origin or component, you must obtain a Healthcare Referral from a licensed provider in order to continue to receive hypnotherapy services.

Hypnosis works with the power of the subconscious mind to change habits and behaviors. The subconscious mind is considered to be the source or root of many of our behaviors, emotions, attitudes and motivations. Hypnosis is believed to be a powerful tool for accessing the subconscious mind and creating improvements in our lives.

Services consist of a program of conditioning, including an undetermined number of private sessions, depending on the client's individual needs. Various modalities may include Hypnosis, Emotional Freedom Technique (EFT, Tapping), Dream Therapy, and others. The hypnotist will to the best of his or her ability endeavor to accomplish the objectives of the client's sessions. While hypnosis may be an effective technique for many purposes, the effectiveness may vary from individual to individual, and no specific results or progress can be promised or guaranteed.

During hypnotherapy sessions, clients remain completely aware of everything that is going on. In fact, many people experience a hyper-awareness where sensations are perceived enriched and vivid. The ability to visualize or imagine is enhanced. Deep relaxation is common. Many describe the hypnotic state as a complete and total escape from physical tension and emotional stress, while remaining completely alert. Others may experience enhanced feelings of well-being while the conscious mind relaxes and even wanders. While adults in hypnosis may become very quiet and physically relaxed, children in hypnosis often may open their eyes, talk, giggle, fidget, play or otherwise move around.

The use of hypnosis could elicit memories of past events which may or may not be literally true. It is possible that events under hypnosis will be distorted or misconstrued. Memories or images evoked under hypnosis are not necessarily accurate and may be a construction or a composite of memories. Without corroborating information, it is not possible to determine whether a specific memory is true or false, even if it seems true to the client.

While it is the ethical practice of Hypnotherapists to keep information confidential, information revealed in hypnotherapy is not subject to the psychotherapist-patient privilege. A court may order disclosure of information learned in therapy. In addition, the Hypnotherapist is required to report any threats of harm to self or others in many states in the United States.

## II. ACKNOWLEDGEMENT OF SERVICES AND FEES

SUBJECT: SELF-IMPROVEMENT PROGRAM

**The following DEFINITIONS apply to the agreement below:** "YOU" and "YOUR" refer to Transformation Roadtrip LLC which is the Provider of the Hypnotherapy/EFT Services referenced in this agreement. "I" and "MY" refer to the Client receiving the services, and "WE" and "OUR" refer to the Parties of this agreement.

### 1. General Conditions of Service for Hypnotherapy:

- 1.1. I understand that my hypnotherapy sessions may be conducted remotely, by phone, video or in person, at your sole discretion.
- 1.2. I understand and agree that the major purpose of my Hypnotherapy program(s) is for Vocational or Avocational Self-improvement and **those problems of psychogenic, medical or functional origin are treated by psychological or medical referrals only**, in accordance with the hypnotherapists' code of ethics.
- 1.3. I also understand and agree that there are no guarantees as to the results or progress to be made, only that you will, to the best of your ability, endeavor to accomplish the objective of my sessions.
- 1.4. I understand that veterans and active duty military personnel receive a 10% discount and that **only paying Members of Positively H.U.B. qualify for additional discounts, special offers and "sliding scale" fee reductions for Hypnotherapy programs**. I understand that I may join Positively H.U.B. at: <https://positively-hub.com/join>

### 2. Additional Conditions of Service for PRIVATE HYPNOTHERAPY:

- 2.1. **Fee Schedule for Private Hypnotherapy:** I agree to pay Transformation Roadtrip LLC a fee of **\$250.00 (US Dollars) per session** for private hypnotherapy services provided by you, Jacqueline T. Ambrow, MA, CHt, a Certified Hypnotherapist and Certified Advanced EFT Practitioner. I understand that I can qualify for reduced fees for Private Hypnotherapy as follows:
  - 2.1.1. As a paying member of Positively H.U.B., I will qualify for a **40% discount** off the public price for Private Hypnotherapy. As a paying member of Positively H.U.B. I may also

qualify for further reductions (“sliding scale”) based on financial need, as determined by you at your sole discretion.

2.1.2. As a veteran or active duty military, I will qualify for a **10% discount** off the public price, if I am not a paying member of Positively H.U.B.

2.1.3. When I qualify for a reduced fee, that reduced fee may be documented either in my electronic Intake online under “Additional Conditions” or in Section 2.5 Additional Condition(s) of Service in the PDF (or paper) version.

2.2. **Number of Sessions for Private Hypnotherapy:** I understand that the program of conditioning offered by you will include an undetermined number of private Hypnotherapy sessions, depending on my individual needs.

2.3. **Time of Payment for Private Hypnotherapy:** I agree to pay for each remote session **at least 48 hours in advance or upon booking** if scheduled with less than two days notice.

2.4. **Cancellations and Changes of Scheduled Appointments for Private Hypnotherapy:** I agree to give you **48 hours notice** for all cancellations or changes of scheduled appointments. I understand and agree that if I miss a scheduled appointment without prior cancellation or if I cancel with less than 48 hours notice, I may incur a fee for that session at the current full rate or forfeit the fee that I have paid for that appointment. I understand that you may offer to provide a make-up session at your sole discretion.

2.5. Additional Condition(s) of Service for Private Hypnotherapy: \_\_\_\_\_

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### 3. Additional Conditions of Service for GROUP HYPNOTHERAPY SESSIONS:

3.1. **Fee Schedule for Hypnotherapy Group Sessions:** I agree to pay Transformation Roadtrip LLC the fee for the Hypnotherapy Group Sessions for which I register in the amount established at the time of purchase. As a paying member of Positively H.U.B., I may qualify for discounts off the public price for group sessions.

3.2. **Time of Payment for Hypnotherapy Group Sessions:** I agree to pay for my Hypnotherapy Group Sessions program on the payment schedule established at the time of purchase. I understand and agree that if I fail to pay as agreed, my participation in further Hypnotherapy Group Sessions and my access to online materials may be revoked at your sole discretion.

3.3. **Licensed Provider Healthcare Referral:** When I purchase a Hypnotherapy Group Sessions program that requires a Healthcare Referral from a Licensed Provider, I agree to obtain a written referral from a qualified provider in a timely manner by the deadline established for that program. I understand I may be disqualified from further participation if I miss the deadline at your sole discretion. If I am disqualified from further participation due to failure to provide the required Healthcare Referral, I understand and agree that my purchase(s) will be refunded, less a cancellation fee of \$57.00 (US Dollars) for each program.

3.4. **Voluntary Participation in Hypnotherapy Group Sessions:** I understand and agree that I control the extent of my participation in Hypnotherapy Group Sessions and that my full participation can maximize the benefits of my program.

**3.5. Privacy and Confidentiality for Hypnotherapy Group Sessions:**

3.5.1. I agree to hold in confidence what other participants share in my Hypnotherapy Group Sessions and to keep their information private. I understand and agree that if I breach confidentiality, I may be removed from further participation without refund or further recourse at your sole discretion.

3.5.2. While I understand that every group participant must agree to these same Terms of Service, I also understand that you have no control over whether one participant divulges another participant's private information shared in the group, online course or community comments sections, Zoom chat, or elsewhere. I understand this risk and I agree to share in the group only to the extent to which I feel comfortable.

3.5.3. I also agree to help safeguard the privacy of the group by reporting to you any group participant who breaches any other participant's privacy. I understand that wherever feasible, you will keep my identity private as the person reporting the breach of privacy.

3.6. **Indemnification:** I agree to indemnify and hold you harmless regarding the actions of any other participant in my group, including but not limited to, those who may intentionally or inadvertently divulge the information that I disclose in the course of my participation in Hypnotherapy Group Sessions.

**4. Additional Conditions for WEIGHT LOSS HYPNOSIS PROGRAMS:**

4.1. When I choose the PRIVATE, CUSTOMIZED WEIGHT LOSS HYPNOSIS PROGRAM, I understand and agree that my private hypnotherapy sessions will include both a cognitive and a hypnosis portion, customized to me, in addition to everything that is included in my access to the online course, "Lose Weight from Within."

4.2. When I choose the Affordable, Hybrid Weight Loss Hypnosis Program (also called the 8-Week Online Course, "Lose Weight from Within," with 8 Weekly Personalized Coaching Calls), I understand and agree that my Weekly Personalized Coaching Calls with you are intended to help me keep on track and address any obstacles or challenges to my weight loss success. These calls are brief (10-15 minute) personalized coaching sessions, not private hypnotherapy.

4.3. When I choose a **Weight Loss Hypnosis GROUP SESSIONS Program**, which includes 8 weekly virtual Group Sessions plus access to the 8-Week Online Course, "Lose Weight from Within," I understand and agree that the above section **3.5 Privacy and Confidentiality for Hypnotherapy Group Sessions** applies.

4.4. Whichever Weight Loss Hypnosis Program option I choose, my program will include, at no extra cost, access to the Online Course "Lose Weight from Within in 8 Weeks" through Transformation Roadtrip LLC's Positively H.U.B. for the purpose of accessing the first eight weeks of instruction and materials. I understand that I will have interactive support through the Comments section of the online course.

- 4.5. Once I choose my Weight Loss Hypnosis Program option, I understand and agree that downgrades and upgrades of my program on a pro-rated basis occur at your (Transformation Roadtrip LLC's) sole discretion.
- 4.6. **Regardless of which Weight Loss Hypnosis Program I may choose, I agree to take full responsibility for my choice of program, for my participation and personal effort, and for the results I attain through my participation and effort.** I agree to perform the assigned activities ("Home-Play") in a timely and diligent manner in order to maximize my success in this program. I understand and agree that at minimum I am committing to both payment for and participation in the Eight Core Weight Loss Hypnosis Sessions.
- 4.7. Furthermore, regardless of my choice of Weight Loss Hypnosis Program, I understand and agree that **timely completion of the program of the 8 Core Weight Loss Hypnosis Sessions within a two-month period** is essential to maximize my weight loss success and I will do my best to complete it in that timeframe.
- 4.8. I understand that I may book additional private Hypnotherapy sessions after the 8 Core Weight Loss Hypnosis Sessions under the fees and advance notice policies in effect at the time of scheduling. I understand that the 8 Core Weight Loss Hypnosis Sessions are intended to help me begin my weight loss journey and that **additional sessions are strongly recommended until I attain my goal weight or size.** I understand that additional sessions beyond the 8 Core Weight Loss Hypnosis Sessions will consist of a general program of conditioning to support continued weight loss and/or other goals and may include an undetermined number of private sessions, depending on my individual needs and goals.

### III. DECLARATION OF CONSENT:

1. I have read and understood these Terms of Service including the I. Disclosure of Services and II. Acknowledgment of Fees and Services. I have also read Jackie Ambrow's Biography and Training with regard to the services to be provided.
2. I accept these Terms of Service and I agree to Electronic Consent in lieu of my physical signature unless I have signed the physical document below.
3. I agree and understand that the Terms of Service may be updated from time to time and that my continued participation indicates that I accept any update.
4. I agree and affirm that I am competent and of legal age to enter into this agreement. I agree that any legal dispute arising out of this agreement will be resolved according to the laws of the State of Texas.
5. I agree and affirm that I will do my best to resolve any dispute with integrity and in a direct, friendly, respectful, honest and prompt manner, and I understand that you will do the same!

Client Signature: \_\_\_\_\_

Client Name (please print legibly): \_\_\_\_\_

Date: \_\_\_\_\_