

On Your Terms Episode 49:
How to Legally Protect Your Online Course

Sam Vander Wielen: [00:00:10] Hey there, and welcome back to On Your Terms. I'm your host, Sam Vander Wielen. I'm so excited that you're here. And I'm so excited to talk to you about one of my favorite things in online business, courses. It's the backbone of my business. It's also what I just so happen to help thousands of people with, you know, everyday. So, I think it's going to be really good to just dive in and focus on online courses. You could even pay attention to a lot of what I'm talking today about online memberships and stuff like that too.

Sam Vander Wielen: [00:00:38] Because, really, today, we're going to be talking about things that you sell that people can buy when you're not around. That's the goal. When you're sleeping, when you're on vacation, when you're at the Olive Garden, people can buy this stuff from you and that's what we need to legally protect. So, we're chatting all about courses today. I'm excited to dive into it.

Sam Vander Wielen: [00:00:58] I also just want to thank you, before we get started, for everybody's kind words. And people have been so nice about everything that happened with my dad. My dad passed away, in case you're new around here. And it's been a really, really, really tough time for me, personally. But I have definitely been comforted by all of your kind words, and messages, and gifts, and everything in between. So, I just really, really appreciate it. And I hope that you know it never goes unnoticed, at least on my end.

Sam Vander Wielen: [00:01:26] Honestly, I'm finding my footing. I took so much time off after my dad passed, about a month, because it included the time that he was in the hospital and then time for his funeral. And then, really, I only had about three weeks, I guess, after that I took for myself. But I'm not trying to come back full throttle maybe ever or for a long time, at least, I don't know. Because I feel like I took a lot away from my time. And very, very fortunately, I've built a business that doesn't necessarily need me like that all the time. And I pride myself being busy and being needed. And, frantically, I have to do this, and I have to do that, and I have to launch, and I have to promo, and I got to write, and I have to podcast, and I have to do all that.

Sam Vander Wielen: [00:02:13] But the truth is, I actually don't need to in order to keep the lights on around here. So, it doesn't really change much on your end. I just produced an insane amount of work in any given day. My friend, Franie, text me this morning that

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I'm a machine. And I will accept that. That is true, I get an insane amount done. It's actually why the whole lawyer thing really didn't work for me. Because when you're a lawyer, you bill for time. And I would get things done so quickly, and they would be like, "Yeah. You need to take longer with this." And I was like, "Why would I take longer with something that I can do so quickly?" So, I think I can get an inordinate amount of stuff done in a short period of time, but that doesn't mean you have to. Keep that in mind, it doesn't mean you have to.

Sam Vander Wielen: [00:02:53] And I really am trying to, like, shift into this way of my day being structured that I don't have such a big to do list. Like today, for example, I really want to record these two podcast episodes. So, I'm recording this Episode 49, and 50 right after this. That's a big lift, right? But for me, in a prior life, meaning a month ago, it would have been four podcast episodes plus creating all these social media content, plus having luncheon meetings, plus doing this, that, and the other thing. It would have been a ton, and a lot of writing. So, I'm really trying to slow it down.

Sam Vander Wielen: [00:03:29] Like today, I just took a really slow morning. Obviously, I'm not always going to have the ability. Like today, I didn't start until noon because I took time to move my body, and make a nice breakfast, and take a longer shower than usual, and make sure I took my vitamins. And I just really took my time with everything and did life admin, which always makes me feel better. I don't know about you. But all those little, like, annoying tasks that are hanging in the back of your mind that you're like, "I got to call and make that dentist appointment." Well, I finally did it. And, honestly, right now, that just takes a lot of energy. So, that's just kind of where I'm at right now. I'm sure this will keep evolving and changing, but I'm keeping you on the loop. That's all, as usual.

Sam Vander Wielen: [00:04:08] So, anywho, let's chat protecting our courses today. Courses are so unique in general, obviously, but from a legal perspective, they're really unique because the idea is that somebody can buy it anytime. That's really the goal. And so, if you've had a coaching practice in the past or that's more what you're used to, you might be used to the idea that you kind of are the gatekeeper to clients coming into your business. Like, you have a call with them or you have an email, you send them a link that's not publicly available to sign up to work with you, and that's that.

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Sam Vander Wielen: [00:04:44] But that's not how it works with courses. The idea with courses is that people can go on your site or whatever you're using and they can purchase it wherever and whenever they want. So, you might not really know these people. And what does that mean? Well, it might mean that you don't know that they're the ideal client. You don't know that they have good intentions. You don't know if they have the money. There are a lot of things we don't know about them. And we do our best with marketing and pre-qualification and all these other kind of stuff, but it is what it is. We're not really vetting them.

Sam Vander Wielen: [00:05:16] So, they could be the wrong client for you. They could need a different scope than what you're legally able to offer, given what you do. Unfortunately, they could also just want to copy you. They could either be straight up trying to join your thing to steal from you or they could be joining so that they are inspired to create their own course. Or some people are kind of more, like, on the beginning part of their journey and creating a similar kind of business, and so they'll buy your course. And then, there are usually a lot of unique payment methods and issues around payment with courses.

Sam Vander Wielen: [00:05:48] So, courses themselves are just unique from a legal perspective. And I think that's why this is going to be such a good topic to dive into. And I'm going to cover everything that I just mentioned today. I'm also not here to scare you or definitely not to discourage you from ever creating a course because you're afraid someone will steal it or anything. If you know me, you know that the crux of what I do is just making you aware of what kind of stuff is out there. But never ever to shy away from things, to play small, to be quiet, to not put something out there that you really want to create. But instead, it's just like, "Okay. Here's the information." And then, I'm going to tell you exactly what you can do to do your best to either avoid it entirely or to respond to it. So, don't you worry.

Sam Vander Wielen: [00:06:34] Okay. Before we hop into the meat and potatoes, as my dad would say, of this episode, I want to read to you the Review of the Week from Sarasss, with a bunch of S's. Sarasss says my podcast is incredibly useful and packed with value, "It's hands down the best resource I've found as I've thought about starting my own business. I follow so many people but this has been the most valuable resource yet. Sam does a great job of providing exactly the info you need, no more, no less. I'm

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feeling much more confident about starting a business. I also feel much closer to pulling the trigger as she answers all my pressing business questions in one easily digestible forum. I would absolutely recommend."

Sam Vander Wielen: [00:06:34] Well, thank you so much. Sarasss, thank you so much for leaving that review on Apple Podcasts. If you leave a review in Apple Podcasts of my show, On Your Terms, you'll be entered to win a \$20 Starbucks gift card. All you have to do is just leave a quick review on Apple. I pick a new winner every single month, so make sure to submit your review now. When you're done listening to this episode, make sure you submit it. And you might even get a little shoutout on a future episode. I would love that. And then, I love when you guys reach out to me and you let me know that you are the person I shouted out to.

Sam Vander Wielen: [00:07:43] So, with that, in this episode, we're going to talk about course contracts you need, protecting your content, scope of practice. Even when it comes to courses, we have to talk about scope of practice. And we'll talk about the most common legal issues or pains in your butt that come up when you sell online courses so that you can navigate them and dodge them like a pro.

Sam Vander Wielen: [00:08:05] So, here's the deal. The issue when it comes to courses is that people don't know how to protect information that people can purchase at any time or without any sort of that interview process or gatekeeper process. A lot of times, people would just kind of throw their hands up in the air and be like, "There's nothing I can do because people can purchase it and access it." That's not true.

Sam Vander Wielen: [00:08:29] Another issue is that people do, unfortunately, try to steal. That does happen. But I don't think it's super often. I don't think it's, again, definitely not a reason to not create or promote and grow your course. But it is just something to be aware of and an important reason to have legal stuff in place.

Sam Vander Wielen: [00:08:47] And people don't know even how to use some of the legal pieces that they might have. Like, you might have already some of the pieces that I'm going to talk about today. You just might not know exactly where they go or how to use them. Or the extremely valuable lawyer-y tips that I'm going to give you today on how to get the most juice for your squeeze out of them. So, this is important for you

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even if you already have course contracts, even if you already have website policies, you're going to want to listen to this.

Sam Vander Wielen: [00:09:15] So, I wanted to share with you that protecting your courses - and, really, this is a general legal tip - my Ultimate Bundle is not a course. It's really a pack of digital products but it comes with a suite of video trainings which could technically be called a course. All together, I call it a program - as somebody who has primarily and predominantly just sold the Ultimate Bundle, I've sold millions and millions of dollars in product in that one product alone, I have evolved my rules or what I call, "I didn't know we had to tell them about that" or "I didn't know that had to be a rule" kind of thing over time.

Sam Vander Wielen: [00:10:01] I'm a lawyer. I was a practicing lawyer for six years. I have learned lessons. Things have changed. It's not just because I was the dummy and I didn't know, just like you're not a dummy and it's not like you don't know or should have known. It's that, things change. The way that people purchase my course now has changed because technology has changed. For example, digital wallet payments weren't a thing when I started my business. There was no Apple Pay, there was no Google Pay, or anything like that. I don't think there was Venmo or anything. I don't remember any of that stuff being around six years ago when I started in online business.

Sam Vander Wielen: [00:10:01] So, certain things come up, which then people start using them in a certain way, and that will trigger you to have to create new rules and boundaries with people. So, I'm telling you this for two reasons. One, I don't want you to beat yourself up, like, "Oh, I should have had this already." Or you get some legal stuff in place and then something happens and you're like, "I thought this was supposed to protect me. Why isn't this working?" That is okay, because it is meant to be something that you continue to evolve and change. And so, I don't want you beating yourself up.

Sam Vander Wielen: [00:10:01] But the second reason I'm telling you is, because I also think it's just an important reminder, that when you get legal stuff in place, it's also important to put a system in your own business. Personally, I use Asana. If I were you, I would be putting this into Asana, or you could use ClickUp or Notion or whatever. Then, you would put some sort of reminder. And whatever interval, maybe once a quarter -

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once a month is too frequent, once a quarter might be a little too infrequent - you would put a reminder in for yourself to go in and update those policies. I mean, if I were you as well, I would be updating these on the fly. Like, if somebody really pulls one over on you and you realize that your language wasn't as clear as you want to, you should change that immediately and make the changes throughout your business, that I'll talk about today.

Sam Vander Wielen: [00:12:02] But in general, just for kind of a refresh, maybe you could just have that scheduled for, like, once a quarter. I'm talking like no more than 15 minutes, looking through it, thinking has anything changed in my own business, with my own customers, in the industry, with tech tools, am I using different programs, and just update them really quick. So, this is stuff that's going to evolve, that's okay.

Sam Vander Wielen: [00:12:24] All right. With that, let me get into my tips for you today on how to legally protect your online course. Tip number one is all about having the right contract. Because without the right contract, we can't really talk about any of the rest of the stuff. Because whenever we're worried about people stealing our courses, or improperly accessing it, sharing their log ins, refunds, all the thing that we're going to talk about over the next few minutes, it all comes back to your contract. So, it really is the foundation that we have to talk about first before we talk about everything else.

Sam Vander Wielen: [00:12:24] So, yes, you absolutely use a contract for your online courses. And this also includes membership programs. It would actually be the same kind of contract. The contract that I recommend and I sell and offer as a fill in the blank legal template, you can purchase it on my template shop but it also is included in my Ultimate Bundle, it's called the Terms of Use.

Sam Vander Wielen: [00:13:15] So, Terms of Use is, essentially, a contract. But instead of the kind of contract that you would digitally sign, or paper sign if you were in person, it's the kind that you would agree to or consent to typically at checkout. And so, it would typically go at the bottom of a checkout page or right about where the person clicks submit or purchase. Ideally, they would have to take some sort of action to check off a box or select something from a dropdown menu or something like that. And there should be a sentence there that says, "By purchasing this course, I agree and consent to these terms of use." And then, the phrase "Terms of Use" would actually be a link,

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like a highlighted link, that they could click on and they could review the terms of use themselves.

Sam Vander Wielen: [00:13:15] The terms of use, if they are able to click on it, it would have to be housed somewhere. So, that would have to be a page on your website that's like a private or unlisted page. Or if you have landing page services, sometimes the checkout services themselves have the ability to do this, sometimes Kajabi or Teachable will give you the ability to do this. So, it kind of depends on the tools that you're using. But, in general, the important point there is to have that sentence at checkout and have it be clickable for them to go and review them.

Sam Vander Wielen: [00:14:33] Now, where will they go to click? So, say that my checkout says, "By purchasing, I hereby agree to and consent to these terms of use." And they click on that phrase "Terms of Use" to review them, that should be a non-editable document. So, if you end up having to include a link to a document, it should be a locked PDF, for example, not a Word Doc or Google Doc. Preferably, it would go to a website of some sort, where somebody can't alter it. But the point there is that you don't want to give people the ability to change it, to come back and say, "That's not the one that I agreed to because they changed it." So, you want to make sure that you have the locked document there available for them to review.

Sam Vander Wielen: [00:14:33] Now, in terms of what it should, essentially, say and do to protect you, well, that's pretty extensive. So, really the basics of it is that you want to be clear in your terms of use. And this is why I create legal templates for you because you're not supposed to write these yourself, it's filled with lots of lawyer-y language, but I want to give you an idea of kind the main points of what would be in a Terms of Use contract.

Sam Vander Wielen: [00:15:46] So, you want to make it really clear what exactly they're purchasing, what's included, what's not included, that kind of stuff. That's really, really important, especially for those of you who sell courses that maybe come with bonuses or live components or support components, we want to be really clear about what's included and what's not. So, we're going to, obviously, cover that.

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Sam Vander Wielen: [00:16:06] We're also going to cover a lot about payments. Because in courses, oftentimes, they allow people to have payment plans or some other kind of payment arrangement. And so, it's really important that we cover all the terms related to payment. Particularly, when it comes to those payment plans, it's all about what the steps are if things go wrong, essentially.

Sam Vander Wielen: [00:16:29] So, if their payment is declined for whatever reason or they don't pay on time, you have to really, really flush out the steps on failure attempt number one, number two, and however many you have. How many days there are between? How they'll be notified? What will happen if they don't rectify payment? Does their access get removed? For how long? Are they ever given it back? What do they have to do to get it back? Do they have to pay the full amount of what they owe? There's not really a right or wrong here. It's more that you choose a policy and then you painfully, clearly flush it out in that Terms of Use. That is probably the area where I have to go back in the most and flush this stuff out more and more and more as people get trickier and trickier, we're trying to pull some shenanigans.

Sam Vander Wielen: [00:17:18] So, again, be gentle with yourself. But this is also why you should start with a solid legal template, like what I offer, so that then you can just add to it. Because you don't want to be writing this yourself and having all the legal language in there as well. So, it can be really helpful to get that.

Sam Vander Wielen: [00:17:36] So, in terms of what else this contract has to say in order to legally protect you, it also has to cover the fact that this course and all of its content and materials, which you would flush out there, are your intellectual property. That you have intellectual property rights to that content. And that you would enforce it if somebody stole it or infringed upon it. That's really important.

Sam Vander Wielen: [00:17:59] You would also set out whatever your login rules are. Like, they can't share their login. That what would happen if you became aware of something weird behavior with seeing a hundred login attempts from all this different counties. So, you would flush that out. Again, you can remove them, you can ask them to prove it, all this different stuff.

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Sam Vander Wielen: [00:18:18] You would also want to set out the rules for your group or community aspects. So, if you have a Facebook Group or networks thing, you would want to flush out what's acceptable and unacceptable behavior, and what happens if that behavior comes up. Does the person lose their access to the group? Do they only lose it for a certain period of time? Do they have to do something to get back in? Are there a certain number of strikes? What's considered a strike? All of that stuff.

Sam Vander Wielen: [00:18:45] Can you kind of see, like, where I'm going with a lot of this? With so much legal stuff, people write to me so often looking for kind of the answer about what they're allowed to do regarding legal stuff. Don't get me wrong, there's definitely a lot of legal stuff that's like, "You have to do it this way. You have to do it that way." But there's more, I would say, where it's just your choice to decide what you want to do in your business. You can decide what you want to do on your refunds. You can decide what you want to do about sharing access and removal for nonpayment. You can decide about all that kind of stuff. You just have to extremely clear.

Sam Vander Wielen: [00:19:27] So, I think sometimes people get a little tripped up with that where they're like, "There are no rules. We can do whatever we want." It's like, "No. There are rules." And you also get to set the rules, which I think is a great opportunity, and I wouldn't waste it if I were you because all you're going to do is screw yourself over. But if you want to be able to enforce them, they have to be in writing and they have to be extremely clear. And they have to be made available to people through these Terms of Use who buy your course.

Sam Vander Wielen: [00:19:52] So, to that effect, how do we then use this contract to actually protect you? Well, I already mentioned there has to be a checkout, but that's not where it should end. The follow up step that I take - and this is what I do in my own business - is that when people purchase the Ultimate Bundle, they immediately get a welcome email and some links that they need and some resources they need. But at the bottom of that email, it says, "P.S. Here's a copy of your Terms of Use that you agreed to in purchasing the bundle for your records." And the phrase "Terms of Use" is actually a highlighted link that they can click on to get a PDF copy - that's a locked PDF - of the one that they signed at checkout.

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Sam Vander Wielen: [00:20:35] Now, I don't have any sort of tech magic here, all I'm doing and, now, all that my team is doing is that, anytime that I make changes to the Terms of Use, they change that within our checkout software, which is SamCart - no affiliation. And they change that in SamCart and then they take that updated Terms of Use, turn it into a PDF, and link to it in ConvertKit, which is my email marketing software. So, it's nothing fancy. We do this manually. Again, it doesn't change so often that this is a big deal. But that way, whenever anybody is purchasing, they have the most recent copy, the actual copy of the terms that they agreed to when they purchased the bundle.

Sam Vander Wielen: [00:21:14] The other thing that you can do is link to your Terms of Use in your course itself. You can also make it - it depends on what software you're using - on a Teachable or Kajabi type software, or Kartra, you could use it like a lesson. So, you could have a lesson that says Terms of Use or program Terms of Use, something like that, so that's perfectly fine as well. And if it's a program and definitely a membership that people have continued access to, especially if they're continuing to pay to be in it or something like that, if you make changes to your Terms of Use, you can go ahead and send that out to everybody and make it applicable to those people as well. So, continued use of the program, continued access to the program will be subject to these Terms of Use.

Sam Vander Wielen: [00:22:02] You probably have seen this when you've gotten emails from companies saying they've updated their terms or their privacy policy. They'll typically give you a little summary of what exactly they've changed, because it's not really fair to the customers to make them go hunting for what word did she change here? So, you can make it general. You don't have to give a huge explanation. But you can say, "The company has made changes to the Terms of Use that you agreed to when you purchased. The changes can be found in paragraph 14 regarding payment, which now declares that the third payment attempt will be the final attempt," or something like that. Or you could keep it more general than that, like, "Which revises the number of payment attempts that you're permitted to have," something like that.

Sam Vander Wielen: [00:22:47] You just give them a little note about where they can go find it and look at it. You can link to it. And then, again, update it throughout. So, you would go back and update that delivery email, update the link if you have it in your

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footer of your course, update it if you have it actually posted in your course, all that kind of stuff. But that is in general what you do with the Terms of Use contract.

Sam Vander Wielen: [00:23:11] This is also why tech tools are so important, because, like, a lot of times people come to me and they've built a course on some platform. And then, they're like, "Oh, this platform doesn't actually give us the ability to include terms at checkout." And it's like, "Well, that's not good." I mean, I don't know what else to say because it's crucial. Like, you can't sell this thing without having a contract because you're, literally, putting yourself in a position to not be able to do anything about it.

Sam Vander Wielen: [00:23:43] So, it's a pretty big deal. It's why I only recommend the tools. I mean, it's not like the tools that I recommend are the only ones that do it this way. But the ones that I do recommend, give you the ability to include this. And so, I would never recommend something to you that doesn't allow you to include it. So, that's why I use SamCart, that's why I use ConvertKit, and all of these things. I can link to all those below, but it is really, really important that you have the ability to include that.

Sam Vander Wielen: [00:24:11] You can also go back, by the way, if you want to learn about tech tools that I like and legal compliant tech tools and all that kind of stuff, go back and listen to Episode 27 of the podcast.

Sam Vander Wielen: [00:24:10] Have you ever felt lost about where to begin with the legal side of protecting your online business? Some people say you can just wing it at the beginning and get officially set up later. Not a good idea, by the way. Whether you're afraid to even start working with clients because you don't want to do something wrong legally and then get in trouble or your business is growing and you sort of forgot to take care of the legal pieces, I've got you.

Sam Vander Wielen: [00:24:48] I don't want you to live in fear of the internet police coming after you and your business. But you do have to do certain things and get certain things in place in order to legally and safely run your business online. As much as it just feels like an unregulated, wild, wild west online, that is very much not the case.

Sam Vander Wielen: [00:25:04] As an attorney turned entrepreneur and former corporate litigator, I can assure you that there are rules. There are real steps that

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everybody who runs or starts an online business needs to take. And you're not behind at all. We can get you set up and following the rules right away. In fact, we can even do it today.

Sam Vander Wielen: [00:25:21] I want to teach you the five very simple steps to take to legally protect and grow your online business. You don't need an MBA to be a successful entrepreneur and stay out of legal hot water. But you do need to dot your legal i's and cross your t's in a few key areas that can't be skipped. That's exactly what I'll teach you in my free one hour legal workshop called Five Steps to Legally Protect and Grow Your Online Business. Just head to mylegalworkshop.com, drop in your email address, pick the time, and I'll send you a link to watch the workshop video whenever you have time.

Sam Vander Wielen: [00:25:51] This is the best place to begin if you're just getting started legally legitimizing your business, so head on over to mylegalworkshop.com and sign up to watch Five Steps to Legally Protect and Grow Your Online Business now.

Sam Vander Wielen: [00:26:05] All right. Tip number two is all about how to protect your course content, which is something I get so many questions about. That people wrote to me and actually asked on Instagram what questions you guys have. Somebody wrote to me and said, "What can I do to protect myself from somebody stealing my content?" And it's such a good question. And it's something that does happen. Like I said, I don't think it's super rampant. But it definitely feels more than when I started my business.

Sam Vander Wielen: [00:26:28] Basically, the deal here is that if you don't send off your course material, like your videos, your transcripts, your PDFs, whatever you have, inside of your course for registration through the U.S. Copyright Office, then you're relying on what we call Common Law Protection. So, when you create content, any kind of content, you inherently get Common Law Intellectual Property Rights. You have the right to it. People can't steal it. The issue becomes whether or not you can actually do something about it. Whether you can enforce it, what I call the enforcement mechanism.

Sam Vander Wielen: [00:27:05] So, you don't really have an enforcement mechanism unless you register it. So, if you register your content of your course with the U.S.

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Copyright Office, you give yourself a huge leg up, like slam dunk leg up - that's what I meant - if you register. Because you'll actually be able to do something about it. It's going to put you in a great position.

Sam Vander Wielen: [00:27:32] So, you might have heard me talk about trademark registration here on the show before, and unlike trademark registration, copyright registration, which covers the content of your course, is much faster. Typically, a month-ish. So, that is something that I, personally, would get in the habit of doing. If you create a course, I would just send it off for registration. And while you're finishing up the course, you're building it out, you're marketing it, you'll be going through the registration process. It's not too late if you haven't done it already. Just go get it registered. We definitely want you to take care of that. So, that is a huge thing and you want to put yourself in a position to actually be able to do something about it.

Sam Vander Wielen: [00:28:14] Because the truth is, if somebody steals your course, you'll be able to hire a lawyer. Let's say, if someone steals it and you haven't registered, you could hire a lawyer. They'll send nasty letters. They'll fight with them. But the first thing that they're going to say is, "Where did you register it? Is it registered?" Now, in terms of protecting the name of your course, that would be a trademark issue. So, that would be something you would go down the trademark path if you wanted to. That will only help you protect the name, nothing to do with the actual course, or the product itself.

Sam Vander Wielen: [00:28:48] Like a big Instagramer that I know had her whole product stolen. They were these downloadable templates. And another company just took it and then rebranded it and sold it as their own. So, that would be the kind of thing that she would have had to have copyright and not trademark. Trademark is only going to help you with the name, which is helpful. But, honestly, it's not really the name, usually. I don't know. To me, the content is the most important thing.

Sam Vander Wielen: [00:29:18] So, think about it but that is truly how to protect your course content as well as having the language in your Terms of Use contract, like I mentioned. Using certain tech tools that you can to lock documents. If you want to make it so that things aren't downloadable, that helps. In Vimeo, you can disable the ability to

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embed or download or forward videos. So, those are some options that are available to you. But you can kind of explore more of the tech side of it as well.

Sam Vander Wielen: [00:29:46] Tip number three is all about scope of practice. And, mainly, what you need to know here is that scope of practice, which is what you're legally allowed to do based on how you're qualified, licensed, educated, whatever, and that's according to your state's laws and regulations, it says who can do what, who has to be licensed to do certain things. That still applies even in the course business.

Sam Vander Wielen: [00:30:13] So, sometimes I actually talk to customers about how, I think, courses are a really good way to talk about a topic that's a little bit risky in a safer way. Because you're not working with people directly and telling them, "Here, Judy. You should take this pill at this time, and do this, and eat this for lunch, and workout like this, and do that, and here's a meal plan." Instead, you could teach about a topic. And someone can digest it and apply it on their own. It doesn't mean it's a free for all. You still can't do whatever you want.

Sam Vander Wielen: [00:30:45] And so, it's important that we still stay within our scope of practice boundaries. But that's really just what I wanted to mention today that I wanted to make sure you knew that courses weren't like a get out of jail free card. I would definitely go back and listen to Episode 2 of my podcast, if you haven't already. It's all about scope of practice for coaches. And this goes well-beyond the wellness and health industry, by the way. If you're a money fitness coach, career coach, life coach, self-care coach, anything, you need to know what scope of practice you're allowed to operate within. And so, I dove deep into it in Episode 2.

Sam Vander Wielen: [00:31:21] So, let's talk tip number four, is all about what legal issues that you're probably going to face when you sell courses. And let's talk about how to avoid them shall we? Okay. So, the first one is all about nonpayment and late payments. Basically, people not paying you are paying you on time. This happens especially with payment plans. And it is normal. It's an industry average to have a certain number of bounced payments or failed payment attempts, blah, blah.

Sam Vander Wielen: [00:31:51] So, part of it, I think, is just getting used to the idea that it's to be expected. It's the cost of doing business and it's the cost of giving people the

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opportunity to space out payments over time so that they can access a program. Ninety-nine percent of the people take advantage of that opportunity, and behave, and are nice, and appreciative. And then, there's that other one percent, and that's just what you have to deal with. At times though, that one percent feels really big and it feels really heavy, and it will make you want to stop. But don't, because it's really important to give people that opportunity to join, who just might not be able to join otherwise.

Sam Vander Wielen: [00:32:29] Of course, everything that we've talked about already today is already helpful. Having the contract is crucial because it's going to give you something to enforce those terms. So, having that would be really helpful. And, also, using tools at your disposal, that's another reason why I use SamCart, because SamCart has really good payment capturing. So, after somebody's card declines, we have the ability to set up our dunning emails inside of SamCart, and then they get those emails, and they can update their card info. And so, a lot can happen before my team even has to get involved. So, that can be really helpful.

Sam Vander Wielen: [00:32:29] Only taking certain payment types, that's another way to try to avoid it. You can always explode the idea of having your clients pay through PayPal credit so that you get paid upfront. But PayPal gets to deal with the subscription payment. So, that's another thing to consider.

Sam Vander Wielen: [00:33:28] I would say overall, once you start selling a lot of courses, eventually, then you have to have a relationship, if you want to, with some sort of collections agency, and have a system, and an SOP in place to give people the opportunity that you've laid out for them in the contract about how many times they have to rectify their payment, and how many days they have between each one. But once that doesn't happen, you want to give yourself the ability to send them to collections. So, that would be another thing that you would address in those terms of use. And you would have to have a very solid terms of use contract in order to send them off to collections. Because the collections company is going to want proof that this person has actually agreed to pay you for something. So, it's really important. Again, all roads lead back to that contract.

Sam Vander Wielen: [00:34:17] Another, I don't want to say common legal issue, but it's not necessarily uncommon these days, is theft. And so, we do have that happen

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sometimes. It's important to monitor for. What makes me upset and what makes me even hesitant to talk about is that, I just feel like when you talk about it, then people just want to like back out and not create a course.

Sam Vander Wielen: [00:34:38] And if I hadn't created the Ultimate Bundle, sure, I wouldn't have made what I've made off the course, what the business is made off of the course. But more importantly, I wouldn't have gotten it to as many thousands of people who then used it to start or grow their own online business that I did. So, don't let one bad seed ruin the whole thing. I have been stolen from. I have been copied. I have been this, that, and the other thing. It cannot stop you from putting yourself out there and continuing to promote your course.

Sam Vander Wielen: [00:34:38] What you can do is the stuff that we've talked about already. You have the contract. You have your course registered so you can actually enforce it. You have some commonsense checks. We have some things in place that I won't go into detail with just because I can't give that all away. But we have some stuff in place. We've caught some people buying and other lawyers who offer legal templates and this kind of stuff, or who want to start it too. And we have our own monitoring process. Even when I was by myself, I was checking for this kind of stuff.

Sam Vander Wielen: [00:35:45] So, you know, it's something to work on. It's definitely a mindset thing to work on. It's a little bit of an anxiety for me that I had to continue to work on, to not be so paranoid and fearful that people were all out to get me, and that something bad was going to happen, and that I couldn't trust anybody. So, it's something to be aware of if that comes up for you. And I would definitely encourage you, if you do go to therapy - it's something I spent a lot of my time in therapy in the first few years business talking about - and then coaches down the line, and that kind of stuff. So, I would definitely encourage you to talk to somebody about it if it comes up for you and, also, I just want you to know that it's totally normal.

Sam Vander Wielen: [00:35:44] Another common issue that I see, and my friends tell me about this all the time, is that people will join for "inspiration." So, a lot of my friends who are coaches say that they see their clients buy their programs or their memberships, and then, all of a sudden, the next day that person is talking about that topic the exact same way on Instagram Stories. That would be another thing that we

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would cover in your Terms of Use contract. There's a confidentiality section in there that says what you learn in the program has to be kept there. But then, there's also that intellectual property section that says that this stuff is all belonging to you.

Sam Vander Wielen: [00:37:00] Now, we don't own facts. That's not protected by intellectual property. There's also only so many ways you can talk about a certain topic or whatever. But if you have a unique spin or method or approach, if you have a certain number of five steps you need to know about this and they're doing the same exact five steps, that's an issue. And, typically, when it's a client or somebody that you know, I typically recommend that their first step is to just talk with them, not through DMs, not through anything else. Try to hop on the phone and get on the Zoom call and talk to them. Let them know that you've seen what's been going on. You feel like they're taking too much inspiration from what you're doing, that it does violate your terms, and also your intellectual property rights. But more so, and even more importantly, it's not good for their own business or their own whatever. So, that is one way that you could approach it.

Sam Vander Wielen: [00:37:52] Another common issue that comes up in courses is some sort of bullying or unkind, unruly behavior in the community. So, first off, it's important that you actually set rules for your community. Because you can't get mad at people for not abiding by expectations that you never set. So, the first step is that you need to have some set of rules of what kind of language is acceptable or unacceptable, what some of the steps will be.

Sam Vander Wielen: [00:38:16] Again, going back to that what are the strikes, how many are there, what are the penalties, do they get their access removed. Making sure that's all in your Terms of Use, making sure it's also listed when somebody joins the community. Better bonus points if you can have it the first lesson in a community or something that people have to agree to before they can enter or something like that, or like a pop-up, that would be kind of cool.

Sam Vander Wielen: [00:37:52] But that is just an important one to have set out so that it gives you a very clear cut, like you violated this rule, therefore you're out of the community, either total, forever, or for a month, or whatever you decide to do. It just has

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to be clear. And so, you don't want to have any wishy washy like, "Well, that feels like this." "No, it doesn't feel like it was this." And, poop, you're out. That's it

Sam Vander Wielen: [00:39:06] Another issue that comes up is sharing logins and access. And somebody on Instagram, when I asked the questions for this episode, somebody said, "How can we tell if people are sharing our logins?" Well, that's a very good question. Now, most of the course offers that I've ever used, including the current, tells me how many logins this person has had and it tells us where they've have them from. So, that is helpful because you can sometimes see. I remember in Teachable, we would be able to see that somebody was signing in from one country, and another country, and then another state in America, and then a state totally on the other side of America, all within the same hour.

Sam Vander Wielen: [00:39:44] Now, it is possible with some of these that you have to contact the person and ask them about it because maybe they're using what's called a VPN or whatever. There could be some tech explanation. But in my experience, most of those were not. You would have to monitor this. It's not something that I know about that people that softwares offer as a tool yet. But you would have to monitor or somebody on your team would have to monitor it. I think it will be more like you become suspicious of something - I don't know - maybe something would pop-up and you are suspicious, and then you would go into this person's profile and you would see that. So, just something to consider, again, sharing logins and access info should always be addressed in your Terms of Use contract.

Sam Vander Wielen: [00:40:31] Last but not least, one of the other issues that I've seen come up with selling courses is distributing the course material to other people. So, downloading a PDF and sending it to a friend, downloading a video and sending it to a friend. I've even had a friend who somebody downloaded a part of their course and then created a Pinterest pin with it, and it became a really popular Pinterest pin, but it was a part of her course. So, that's an example where that was something that's covered in our Terms of Use. And then, that's her intellectual property. So, hopefully, you have registered it and then you would be able to enforce it, and get it taken down.

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Sam Vander Wielen: [00:41:08] If you ever saw it on a platform, like Pinterest, you could contact the platform directly, or Instagram or whoever, and then they would take it down just on the mere assertion that this is your intellectual property

Sam Vander Wielen: [00:41:19] So, those are really the things that you need to know about how to legally protect your online course. There's probably something else that's even come up for you during the course of this podcast episode. So, I want you to go ahead and send me a DM on Instagram. I'm @samvanderwielen. And let me know what questions have come up for you. Or, honestly, I would just be really happy if you sent me a DM and said if this episode was helpful. If it was helpful, if you learned something from it, if you found it helpful to you in growing your business, send me DM, let me know. I would love to hear from you Instagram.

Sam Vander Wielen: [00:41:48] And before you go, if you liked this episode or you think that a friend of yours would enjoy listening to this episode, will you do me a favor and go ahead and just forward it to them really quick. You can shoot the link to them as a text or forward it through the app that you're listening to. But just go ahead and send them a text to this episode, and it would mean so much to me to help other people find out about On Your Terms. And I hope to be able to read your review of the podcast as well next week. I can't wait for you to join me for our 50th episode. I'm so excited. I'll see you then.

Sam Vander Wielen: [00:42:23] Thanks so much for listening to the On Your Terms podcast. Make sure to follow on Apple Podcasts, Spotify, or wherever you like to listen to podcasts. You can also check out all of our podcast episodes, show notes, links, and more at samvanderwielen.com/podcast.

Sam Vander Wielen: [00:42:37] You can learn more about legally protecting your business and take my free legal workshop, Five Steps to Legally Protect and Grow Your Online Business, at samvanderwielen.com. And to stay connected and follow along, follow me on Instagram @samvanderwielen, and send me a DM to say hi.

Sam Vander Wielen: [00:43:02] Just remember that although I am a attorney, I am not your attorney and I am not offering you legal advice in today's episode. This episode and all of my episodes are informational and educational only. It is not a substitute for

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seeking out your own advice from your own lawyer. And please keep in mind that I can't offer you legal advice. I don't ever offer any legal services. But I think I offer some pretty good information.