

TERMS AND CONDITIONS OF USE

Last Updated 12/11/2023

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Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website, or by clicking to accept or agree to the Terms & Conditions of Use when this option is made available to you, you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

PRIVACY POLICY

Your use of the Website is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

USE OF THE WEBSITE

To access or use the Website, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms. Children under the age of 18 are prohibited from using the Website. Information provided on the Website and any resources provided on or available for download from the Website are subject to change. The Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. The Company disclaims all liability for any inaccuracy, error, or incompleteness in the information provided.

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You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You shall not post or transmit through the Website any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

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MATERIAL YOU SUBMIT TO THE WEBSITE

By posting, uploading, submitting, inputting, providing, or otherwise making available any artwork, photos, written works, or other media, including feedback and suggestions (collectively, “Submissions”), you are granting the Company, our affiliated companies, and any necessary sub-licensees a worldwide, nonexclusive, irrevocable license to use your Submission for promotional, business development, and marketing purposes including, without limitation, the right to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

We claim no intellectual property rights over the Submissions you supply to the Company. You retain copyrights and any other rights you may rightfully hold in any Submissions that you submit through the Website.

You shall not upload, post, submit, input or otherwise make available on the Website any Submissions protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Submissions are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a Submission.

For all Submissions submitted by you to the Website, you automatically represent or warrant that you own or otherwise control all the rights to your Submission described herein including the authority to use and distribute the Submission, and that the use or display of the Submission as contemplated in this section will not violate any laws, rules, regulations, or rights of third parties. You agree to hold the Company harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you arising from Submissions you submit through the Website.

You further you grant us the right to use your Submission for the purpose of improving our Website, products or services (and for any other purpose we deem necessary or desirable) without being obliged to

pay you any compensation for our use of your Submission. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company's sole discretion. If you do send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to provide any acknowledgement of their source.

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We may amend these Terms, including our Privacy Policy, at any time. The date of the last revision will be indicated by the “Last updated” date at the top of this page. Such amendments are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms and Privacy Policy.

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LIMITATION OF LIABILITY

YOU AGREE TO ABSOLVE THE COMPANY OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF USE OF THE INFORMATION CONTAINED ON THIS WEBSITE AND/OR IN THE RESOURCES. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS WEBSITE AND/OR THE RESOURCES. ADDITIONALLY, THE COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE COMPANY'S TOTAL

LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM THE COMPANY.

AVAILABILITY

Your use of the Website and any associated services may sometimes be subject to interruption or delay. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our Website or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our Website or the resources or services supplied through our Website become unavailable, interrupted or delayed for any reason.

MALICIOUS CODE

Although we endeavor to prevent the introduction of viruses or other malicious code ("malicious code") to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY

The security of your contact information is of utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to your computer system that may arise in connection with your access of this Website or any outbound hyperlinks.

THIRD PARTY RESOURCES

The Website contains links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

The Company may, from time to time, provide information from a third party in the form of a guest post or interview, in written, audio, video, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided and cannot guarantee the veracity of any statements made by such guests.

REVIEWS

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review. Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to jess@bothandcoaching.com that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

AFFILIATE LINKS

From time to time, the Company may participate in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links.

As a policy, the Company will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.

The Company will inform you when one of the links constitutes an affiliate link. You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for you or your business and will benefit you. You will not rely on any recommendation, reference, or information provided by the Company but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the affiliate product or service.

NO ENDORSEMENTS

From time to time, the Company may refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms are held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER

These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Company pertaining to the Website and supersedes all prior and contemporaneous agreements,

representations, and understandings between us. Any waiver by us of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing by the Company.

GOVERNING LAW; JURISDICTION; MEDIATION

These Terms, including with the Privacy Policy, shall be construed in accordance with, and governed by, the laws of the State of Delaware and the courts of Delaware shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in Delaware and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

ALL RIGHTS RESERVED

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CONTACT INFORMATION

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