

# Terms and Conditions

[www.rachelgrantcoaching.com](http://www.rachelgrantcoaching.com) (the "Site") is an Internet websites that provides viewers (the "User" or "Users") education materials and practical exercises developed from cognitive behavioral theory, rational emotive theory, neuroscience, and personal insights and experiences of Rachel Grant Coaching (hereinafter "RGC"). Information is delivered via email, videos, live calls, digital courses, articles, webinars, social media, and recordings (the "Services"). This site should not be substituted for professional medical advice, diagnosis, or treatment. Always consult your professional healthcare providers before commencing treatment.

Rachel Grant is the founder and principal of RGC.

These terms and conditions of use ("TOU") described herein are the entire agreement between RGC and the Users.

By choosing to use the Site, you are deemed to have read, understood, and agreed to comply with the TOU. You have the opportunity to ask for clarification of particular provisions and address concerns before proceeding. You agree to abide by applicable rules as uploaded and posted on the Site which RGC may change from time to time, without further notice. Users are deemed to accept of the most current TOU in effect at the material time(s). If you have questions about the TOU, the Site, our services, or RGC, we can be reached at: [coach@rachelgrantcoaching.com](mailto:coach@rachelgrantcoaching.com).

## Law applicable – Language

Use and operation of the Site is exclusively governed by the laws of the United States of America where applicable. Users of the Site irrevocably attorn to the exclusive jurisdiction of the Supreme Court of the United States. In the event that there is an arbitration in relation to the TOU or the Site, such arbitration must occur in San Francisco, California, United States, in English.

You may use the Site and services for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site to purchase services or products for legitimate purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening,

abusive, defamatory, libelous, invasive, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourage conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law. The Site can remove without notice and without compensation and at its sole discretion any Users that violate any of the TOU.

## **Notices**

All notices, requests, demands, and other communications under this TOU shall be in writing and properly addressed as follows:

Rachel Grant Coaching

Attention: Rachel Grant

1386 La Playa Street

San Francisco, CA 94122

## **Operation of the Site**

### **Using the Site**

RGC makes no representation or warranty that information provided, regardless of its source (the "Content") is accurate, complete, reliable, current, or error-free. RGC disclaims all liability for any inaccuracies, errors, or incompleteness in the Content.

### **Registration**

In order to use the Service, Users may be required to provide information including name, email address, user name, password, and other personal information. You agree any information provided will be accurate, correct, and up-to-date. You shall not impersonate someone else to provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purposes. You must not, in the use of this Service, violate laws in any jurisdiction.

If a User provides false information, RGC has the absolute right to immediately terminate the offending User's account. Our User community is founded on the core tenets of honesty and respect between persons to promote overall

improvement in health and well-being. Our Site must function in accordance with these paramount principles in all respects. RGC will not tolerate behavior that may detract from the Site's integrity or harm RGC and fellow Users.

Information provided is not disclosed to any third party unless compelled by law.

## **Materials Users Submit to the Site**

Users shall not upload, post, or otherwise make available on the Site artwork, photos, or other materials (hereinafter called the "Materials") protected by copyright, trademark, or other proprietary rights without the express written consent of the owner of the copyright, trademark, or other proprietary rights. The burden of determining that Materials are not so protected rests entirely with the User. The User shall be liable for any damage resulting from infringement of copyrights, trademarks, or other proprietary rights, or other harm resulting from. For all Materials submitted by a User to the Site, Users represent or warrant that the User, has authority to use and distribute the Materials, and that the use or display of the Materials will not violate any law, rule, regulation, or right of any third party.

## **Order Confirmation**

RGC will email the User confirming placement of User's order and details concerning product delivery. In the event of error in email confirmation, it is User's responsibility to inform RGC as soon as possible of error.

## **Cancellations, Refunds and Returns**

If the User is not satisfied with his or her purchase, RGC offers refunds within twenty-one (28) days of the date of purchase. Please email Rachel Grant at [coach@rachelgrantcoaching.com](mailto:coach@rachelgrantcoaching.com) to request a refund.

## **RGC is not a Party to Any Contract Between Users**

If there is dispute between Users of this Site, or between a User and a third party, RGC is under no obligation to become involved. Users agree to absolutely and irrevocably save harmless RGC and release RGC, its officers, directors, employees, agents and successors in rights from any and all claims, settlements, liabilities, charges, assessments, expenses loss, injury, and demands and damages (actual and consequential) of every kind or nature, founded in contract, tort or under statute,

known or unknown, suspected and unsuspected, disclosed and undisclosed, arising directly and indirectly in connection with the Site and RGC.

## **General**

The Site and the Service contain links to third party websites and resources. The User acknowledges and agrees that RGC is 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 RGC. The User acknowledges sole responsibility for and assumes all risk arising from use or any such websites or resources.

## **Effects of Headings**

The subject headings of the paragraphs and subparagraphs of this TOU are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## **The Company Expressly Disclaims Any Warranty**

For greater certainty, it is the Users' mutual expectations that, as a fundamental precondition to use the Site, the User is deemed to agree that the use of the Site is entirely at the sole risk of the User.

Be forewarned: "*caveat emptor*"; some of the information contained in the information and resources on the Site may be inaccurate or wrong; if you choose to deal directly with any other User it is entirely up to you to take the utmost in precautions and proceed in a diligent and prudent manner.

## **Limitation of RGC's Liability**

Under no circumstances shall RGC be liable for direct, indirect, incidental, special, consequential, or exemplary damages resulting from use of the Site.

The foregoing applies even if RGC has been advised of the possibility of or could have foreseen the damages. In those states or provinces that do not allow the exclusion or limitation of liability for damages, RGC's liability is limited to the fullest possible extent permitted by law. In no event shall RGC's cumulative liability to exceed the total purchase price of the Service the User has purchased from RGC ,

and if no purchase has been made by the User, RGC's cumulative liability shall not exceed One Hundred US Dollars (USD \$100.00).

This TOU shall be construed in accordance with, and governed by, the laws of the State of California. The exclusive venue for any arbitration or court proceeding based on or arising out of this TOU shall be in San Francisco, California, United States.

## **Severability**

If any term, provision, covenant, or condition of this TOU is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this TOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

## **Assignment**

The TOU shall bind and inure to the benefit of the Users' successors and assigns. The TOU are not assignable, delegable, sublicenseable or otherwise transferable by the User. Any transfer, assignment, delegation, or sublicense by the User is invalid.