

Terms and Conditions for Creative Coaching and Digital Products

Group Coaching

Last updated: May 9, 2020

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the Creative Coaching Service (the “Service”) operated by Carly Kade Creative (“us”, “we”, or “our”).

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

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Communications

By subscribing to our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Purchases

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, credit card number, the expiration date of your credit card, and your billing address.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Subscriptions

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or Carly Kade Creative cancels it. You may cancel your Subscription renewal by contacting Carly Kade Creative at carly@carlykadecreative.com and requesting cancellation. You will be sent a confirmation email once the cancellation request has been received and processed. Processing may take up to two business days. If you do not receive a cancellation confirmation email, you should follow up by either calling or sending a Facebook message to ensure that the cancellation request was received. Your access to the Service will cease at the end of the period for which you have already paid at the time of requesting the cancellation. No refund will be issued for charges made prior to the request of cancellation.

A valid payment method, including a credit card, is required to process the payment for your Subscription. You shall provide Carly Kade Creative with accurate and complete billing information including full name, zip code, and a valid payment method information. By submitting such payment information, you automatically authorize Carly Kade Creative to charge all Subscription fees incurred to the payment instrument.

Should automatic billing fail to occur for any reason, Carly Kade Creative will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

When you sign up for the Service, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You agree to accept responsibility for any and all activities or actions that occur under your account. Your membership in the Service cannot be transferred or sold.

Free Trial

Carly Kade Creative may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Carly Kade Creative until the Free Trial has expired. On the last

day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Carly Kade Creative reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

Carly Kade Creative, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Carly Kade Creative will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Content

Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for the Content that you post on or through the Service, including its legality, reliability, and appropriateness.

By posting Content on or through the Service, You represent and warrant that: (i) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service. However, by posting Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

Carly Kade Creative has the right but not the obligation to monitor and edit all Content provided by users.

In addition, Content found on or through this Service are the property of Carly Kade Creative or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Links To Other Websites

Our Service may contain links to third party web sites or services that are not owned or controlled by Carly Kade Creative.

Carly Kade Creative has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Carly Kade Creative shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If we terminate your access to the Service without you requesting cancellation, a prorated refund of the payment for the current Billing Cycle will be issued based on the number of days you had access to the Service in the current Billing Cycle and the total number of days of the Billing Cycle.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Carly Kade Creative and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account; b) a breach of these Terms, or c) Content posted on the Service.

Limitation Of Liability

In no event shall Carly Kade Creative, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Carly Kade Creative its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Arizona, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new

terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.

Digital Products

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Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using worksheets, guides, or other products (the “Products”) provided by Carly Kade Creative (“us”, “we”, or “our”).

Your access to and use of the Products is conditioned upon your acceptance of and compliance with these Terms. By accessing or using the Products you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to use the Products.

Communications

By obtaining our Products, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Purchases

If you wish to purchase any product (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, credit card number, the expiration date of your credit card, and your billing address.

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Links To Other Websites

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Carly Kade Creative has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Carly Kade Creative shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party websites or services that you visit.

Indemnification

You agree to defend, indemnify and hold harmless Carly Kade Creative and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use of and access to the Products, by you or any person using viewing the Products, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Carly Kade Creative, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Products; and (ii) any content obtained from the Products, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Products is at your sole risk. Products are provided on an “AS IS” basis. Products are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Carly Kade Creative, its subsidiaries, affiliates, and its licensors do not warrant that a) the Products will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Products are free of viruses or other harmful components; or d) the results of using the Products will meet your requirements.

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