

## **TERMS OF USE AGREEMENT & DISCLAIMER**

### **Acceptance**

**It is important that you read all the following Terms & Conditions carefully.** The following Terms of Use are entered into by and between You and Cheri Timmons Coaching, LLC, ("Company", "we", or "us").

The following terms and conditions, together with any documents they expressly incorporate by reference ("Terms of Use"), govern your access to and use of [www.chericoaching.com](http://www.chericoaching.com), including any content, functionality and services offered on or through [www.chericoaching.com](http://www.chericoaching.com) (the "Website"), whether as a guest or a registered user.

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In no event shall the Company, its officers, directors, employees, agents, licensors, and their respective successors and assigns be liable for damages of any kind including, but not limited to, any loss or damages in the nature of, or relating to, lost business, medical injury, personal injury, wrongful death, improper diagnosis, inaccurate information,

improper treatment or any other loss incurred in connection with your use, misuse, or reliance upon the Website or the Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if the Owner knew of or ought to have known of the possibility of such damages.

You acknowledge and agree that your access and use of the Website and the Content is entirely at your own risk and liability.

Cheri Timmons Coaching, LLC is not responsible for any errors or omissions, or for the results obtained from the use of any information on this Website. Access to any third-party website from this Website does not constitute an affiliation with or endorsement of such sites or their operators.

### **Privacy**

We respect your privacy. Please see the full text of our Privacy Policy [here](#).

### **Email and Other Electronic Communications**

Visiting the Website or sending emails to the Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

We would be pleased to communicate with you by e-mail, and there are various places on this Website that provide you the ability to send an electronic communication to the Company. Any such email or other electronic communication, however, does not create a business relationship or any contractual relationship. As set forth more fully in our Privacy Policy, we will take reasonable steps to ensure that any communications remain confidential, but we cannot guarantee the security of such communications and cannot guarantee that we would not be required to disclose such communications as a result of a court order.

### **User Communication**

The Website may contain chat areas, forums, communities, comment sections or other message or communication facilities designed to enable you to communicate with the public at large or with a group.

You agree that when using features of the Website that allow for communication by you, that you will not defame, abuse, harass, bully, stalk, threaten or otherwise violate the legal rights of others.

You agree not to publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information, or upload files unless you own or control the rights thereto or have received all necessary consents.

You agree not to advertise or offer to sell or buy any goods or services for any business purpose, or harvest or otherwise collect information about others, including e-mail addresses, without their consent or violate any applicable laws or regulations.

The Company has no obligation to monitor the user communications but reserves the right to review materials posted to the Website and to remove any materials in its sole discretion. The Company reserves the right to terminate your access to any or all of the user communication services at any time without notice for any reason whatsoever and to disclose any information as necessary to satisfy any applicable laws.

### **Testimonials Disclaimer**

The site may contain testimonials by users of our products and/or services. These testimonials reflect the real-life experiences and opinions of such users. However, these particular results are not guaranteed for all users. We do not claim, and you should not assume, that all users will have the same experiences or results. Your individual results may vary.

### **Changes to the Terms Of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Jurisdiction**

This agreement between you, the user, and Cheri Timmons Coaching, LLC, shall be governed by, and interpreted in accordance with, the laws of the North Carolina and the laws of the United States applicable therein. You hereby consent and submit to the exclusive jurisdiction of the courts of North Carolina in any proceeding related to this agreement.

### **Contact Information**

We welcome your questions about the Terms of Use and Disclaimer. You can contact us here:

Cheri Timmons, Owner of Cheri Timmons Coaching, LLC  
cheri@chericoaching.com  
336-365-8420