

TERMS AND CONDITIONS

1 Acceptance The Use Of this website Terms and Conditions

Your access to and use of this website is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

2 Credit card details

We use Stripe as our cc processing. This is completely secure, and their privacy policy can be found at <https://stripe.com/us/privacy>

3 LEGAL ADVICE

The contents of this website do not constitute LEGAL advice and should not be relied upon in making or refraining from making, any decision based on .

All material contained on RichelleFutch.com is provided without any or warranty of any kind. You use the material on RichelleFutch.com at your own discretion

4 CHANGE OF USE

We reserve the right to:

4.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that Richelle Futch shall not be liable to you for any such change or removal and.

4.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

5 Links to Third Party Websites

This Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

6 COPYRIGHT

6.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to Richelle Futch or otherwise used by Richelle Futch as permitted by law.

6.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

7 LINKS TO AND FROM OTHER WEBSITES

7.1 Throughout this Website you may find links to third party websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own risk.

7.2 Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
- (b) you do not misrepresent your relationship with this website; and
- (c) ; the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

7.3 By linking to this Website in breach of our terms, you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

8 DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

8.2 To the extent permitted by law, Richelle Futch will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

8.3 Richelle Futch makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

8.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of Richelle Futch for death or personal injury as a result of the negligence of Richelle Futch or that of its employees or agents.

9 INDEMNITY

You agree to indemnify and hold RichelleFutch.com and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation

to any claims or actions brought against Richelle Futch arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

10 SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

11 WAIVER

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

12 GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the law of USA and you hereby submit to the exclusive jurisdiction of the USA courts. Washington State is the home office of Richelle Futch and any legal proceedings will take place in WA State. Know that Richelle Futch offers services in skills training and coaching and should not be considered licensed therapy, even though Richelle Futch, MSW holds a license in the state of Washington.

13 OUR CONTACT DETAILS

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