Terms and Conditions of Use of Chelsea Stokes Consulting Group, Inc. Coaching, Mentorship, and Online Coaching Programs

Last Updated December 2023

NOTICE: These Terms and Conditions of Use are legally binding. It is your responsibility to read these Terms and Conditions of Use carefully prior to purchase, use or access of any of our products, including online courses. These Terms and Conditions apply to all Chelsea Stokes Consulting Group Inc. Online Courses, Membership Programs, Coaching Programs, Retreats and Mentorship Programs, including one-on-one coaching, the Career Clarity Booster, and any other coaching and mentorship programs.

Terms of this Course and Course Purchaser Agreement

All programs, products, courses or services are owned and provided by Chelsea Stokes Consulting Group Inc. ("Company" or "we" or "us" or "our"). The term "you" or "your" refers to any user or purchaser of said program(s), product(s), course(s), retreat(s), or service(s) (the "Course"). These Terms and Conditions of Use ("Terms") govern and define how you are allowed to use and access Company's Course. We reserve the right to update and change these Terms at any time, and will update them accordingly with the 'date last updated' at the top of this page.

You are legally bound to these Terms whether or not you have read them. If you do not agree with any of our Terms, please email us at support@chelseastokes.com and we will make reasonable efforts to remove your name, email and access to our Course and website(s).

Your Course Use and Consent

When you purchased a Course from us, you were given a reasonable notice that these Terms existed. By moving forward with your purchase of the Course and further access of the Course, you agreed and continue to agree to abide by these Terms as well as any disclaimers and privacy disclosures contained in these Terms. You agree you are at least 18 years old or of legal age in your applicable jurisdiction to access the Course. Access of our Course(s) and related materials by a minor is a violation of use, and we reserve the right to terminate your access if such an issue is discovered.

License(s)

Limited License. Subject to and in accordance with these Terms and other guidelines or instructions we include in the Course, we grant you a limited, non-transferable, non-sublicensable, non-exclusive, revocable license ("License") to make individual use of the Course, including any courses purchased by you. Your purchase of any Course only entitles you

to view that Course in accordance with the foregoing License, and is not a purchase of the software or content constituting or included in the Course. More specifically, unless explicitly authorized in these Terms or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Course(s). You may, however, from time to time, download and/or print one copy of the individual pages of the Course for your individual use, provided that you keep intact all copyright and other proprietary notices.

The License is for individual use. You may not assign or transfer any of your rights or obligations under this Section or these Terms to any person or entity and any attempt to do so is void.

We reserve the right to terminate your access to the Course at any time if we find that you have violated these Terms. We will make every attempt to notify you of any violation of these Terms and give you an opportunity to remedy the violation. However, if you fail to remedy the violation or continue to Violate the Terms, we will terminate your access to the Course with no refund of fees.

Fees and Refunds Fees.

Fees for Courses are set forth on the Website. We reserve the right to change Course Fees at any time.

Refunds. In order to honor the commitment of our existing and future clients, we do not offer refunds for private coaching, group programs (ie Career Clarity Booster), memberships, retreat, or mastermind programs. Any deposits are non-refundable.

Termination.

You have the unilateral right to terminate your use and access to any of our Course(s). Please send an email to support@chelseastokes.com to initiate this process. Termination will not excuse you of further payment. Upon confirmation of your termination, any and all outstanding balances will become immediately due and payable. Any existing balance that remains after 14 days from the date of termination will be sent to a collections agency, and you agree to be responsible for any additional charges, fees or costs associated with such a collection effort, including but not limited to reasonable attorney's fees and court costs.

Intellectual Property

All images, text, designs, graphics, page layout, icons, videos, logos, taglines, trademarks and service marks are owned by and the property of Chelsea Stokes Consulting Group Inc. or the properly attributed party. It is a violation of federal law to use any of our intellectual property in whole or in part, and modification of any materials contained on provided in the Course is illegal and may be prosecuted to the fullest extent permissible should we choose to do so, including

seeking financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately.

You may:

Access the Course for your individual use;

Download and/or print any Course materials for your individual use;

Use our trademarks and copyrighted materials with our prior written consent and proper credit and marking, namely, citing Chelsea Stokes Consulting Group Inc. as the source of the materials and marking any federally registered trademarks with ${}^{\mathbb{T}}$ or common law trademarks with ${}^{\mathbb{T}}$.

You may not:

Re-sell or trade your access to the Course;

Share the Course with anyone else who has not yet purchased it or opted to receive it;

Reprint any portion of the Course, except as set forth above and for your own individual use;

Republish any of the Course, in part or in whole;

Distribute any of the materials contained in the Course or related materials and/or communications as your own;

Reproduce and alter any part or whole of the Course for distribution as your own work;

Claim ownership or use over any of our intellectual property without our prior written consent, which includes (but is not limited to): copyrights such as course materials, worksheets, workbooks, lessons, videos and more; trademarks such as names, logos, taglines or other unique source identifiers; or trade dress including the look and feel of the Course (and its related communications and materials);

Use our Course or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

Request for Permission to Use Content.

If you wish to use, publish or refer to any of our content, Course(s) or related materials, you must do so by requesting permission prior to commencing use of the same by email us at support@chelseastokes.com. Permission is not granted until you receive such permission in writing.

Civil and Criminal Penalties.

Even though our Courses are not physical property, you can be charged with theft or other face civil or criminal penalties if you copy, steal, infringe or otherwise violate these Terms. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed. You explicitly consent to personal jurisdiction in New York by opting into or purchasing any Course or accessing its related communications and/or materials.

Your Materials and Contributions.

By submitting a comment, photo, video or other material(s) onto any website or platform owned or maintained by us, including but not limited to the online software platforms that we use to distribute our Course and related materials, you agree that we have a non-revocable, commercial license to republish your submission in whole or in part unless you explicitly state that we may not do so with said submission. You have no right to privacy by accessing our Course(s) or related materials, and we reserve the right to disclose your participation in the same.

Model Release.

You must own the copyright to any image(s) you use in our Course or related materials. You grant us a commercial license to any image(s) you submit to us by default, such as a Facebook profile photo or other profile image you voluntarily provide in accessing the Course, or that you provide voluntarily upon our request. Such a default or voluntary release of your image and likeness, as well as any wins, testimonials, or social proof shared with us may be used for any reasonable future business use.

Notification of Use.

We are not obligated to notify you or anyone of our use in our own publications of photographs or other images that you submit to us by default or voluntarily.

Security and Assumption of Risk

Security. It is your responsibility to secure your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of Use. We do not store any whole credit card numbers or payment information, and instead, these are processed through third party processors such as Stripe or Paypal. By utilizing these payment processors to gain access to the Course, you indemnify us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third party payment processor's applicable terms and conditions of use.

Confidentiality. You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

Assumption of Risk. By accessing our Course(s) and/or related materials, whether paid or unpaid, you assume all the risk of your access and any subsequent actions you choose to take as a result of the influence, information or educational materials provided to you.

Disclaimers

General Disclaimer. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Course(s), including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits, loss of contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. We are not medical, legal, financial or other professionals, or if we are, during the terms of this Course and related material(s), we are not offering our professional services and you expressly agree we are not acting in any professional capacity, including medical, legal, financial or otherwise during the term of this Course. This Course is for educational and entertainment purposes only. None of the Course or its related material(s) should be construed as medical, legal, financial advice.

Earnings Disclaimer. While we may reference certain results, outcomes or situations on this website or its related communications, you understand and acknowledge that we make no guarantee as to the accuracy of third party statements contained herein or the likelihood of success for you as a result of these statements. You agree that you understand that individual outcomes will vary. We cannot guarantee your success merely upon access, purchase or completion of of our Course(s). Any results you see on are not guaranteed or typical.

Third Party Disclaimer. You acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any participant or user of our Course(s), including you.

Warranties Disclaimer. WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, COURSES OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, COURSES OR PROGRAM MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE PROGRAMS, PRODUCTS, SERVICES, COURSES, OR PROGRAM MATERIALS WILL BE FUNCTIONAL,

UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE OR CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF OUR PROGRAM, PRODUCT, SERVICES, COURSES OR PROGRAM MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

Technology Disclaimer. We make reasonable efforts to provide you with modern, reliable technology, software and platforms from which to access our Course(s) and related material(s). However, in the event of a technological failure, you accept and acknowledge our lack of responsibility for said failure, and while we will make reasonable efforts to support you, some technological issues are far outside our control and will require you to access support from a third party provider, such as Kajab, where We host our courses.

Errors and Omissions. This website is updated on a regular basis, and while we try to make accurate statements in a timely and effective manner, we cannot guarantee that all materials and related media contained herein are entirely accurate, complete or up-to-date. If you should see any errors or omissions and would like to let us know, please notify us at support@chelseastokes.com

Indemnification, Limitation of Liability and Release of Claims

Indemnification. You agree at all times to indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Course(s).

Limitation of Liability. Chelsea Stokes Consulting Group Inc. and its affiliates, officers, employees, agents, partners, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including damages for loss of profits, goodwill, use of data or other intangible losses, resulting from or incurred in connection with your use of our Course(s). We do not assume liability for any third party conduct, accidents, delays, harm or other detrimental or negative outcomes as a result of your access of our Course(s) and related material(s).

Dispute Resolution. You agree to notify the Company of any concerns or issues regarding the Course, and to give the Company an opportunity to resolve those concerns or issues. If you and our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action. If a civil cause of actions is filed by or against the Company related to the Course(s), the laws of New York shall apply.

Non-Disparagement. If you are found to be slandering, libeling or otherwise disparaging our Company, Course(s) or related materials, you will be immediately removed from the Course(s) and any related communications. We reserve the right to file a civil claim of action against you for any such damaging actions you take that materially harm our Company.

Miscellaneous

All Rights Reserved. All rights not expressly granted in these Terms and Conditions of Use or express written here are reserved by Company.

Contact. If you have any questions about any term of these Terms of Use, please contact us at support@chelseastokes.com