

TERMS AND CONDITIONS OF USE

Last Updated: July 6, 2026

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

By accessing or using the Website you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

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Your use of the Website is also subject to our Privacy Policy https://docs.google.com/document/d/1W3UU0AdzdhOF1XOFJfJ_06E8dsV5um79/edit?usp=sharing&ouid=104833220300719366872&rtpof=true&sd=true Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

DISCLAIMER

Your use of the Website is also subject to our Disclaimer. Please review our Disclaimer, which also governs the Website and informs users of various limitations regarding the information provided on the Website. Your agreement to the Disclaimer is hereby incorporated into these Terms.

DISCLAIMER

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Please read the Disclaimer carefully before you start to use the Website. **By using the Website or by clicking to accept or agree to the Terms & Conditions of Use when this option is made available to you, you accept and agree to be bound and abide by the Disclaimer.** If you do not want to agree to the Disclaimer, you must not access or use the Website.

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NOT PROFESSIONAL ADVICE

The information contained on this Website and in the Resources is not intended as, and shall not be understood or construed as, professional advice, including but not limited to legal, financial, medical, or other professional advice. While the contributors, employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the Company’s area of professionalism, the information contained on this Website is not a substitute for advice from a qualified professional who is aware of the facts and circumstances of your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that you should not consult with a professional to address your particular situation. The Company expressly recommends that you seek advice from a professional.

Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this Website or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation.

USER’S PERSONAL RESPONSIBILITY

By using this Website, you accept personal responsibility for the results of your actions. You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available on this Website and in the Resources. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended on this Website or in the Resources.

NO GUARANTEE OF RESULTS

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this website succeed in our specific

topic area. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others, whether clients or customers of the Company or otherwise, applying the principles set out in this Website are no guarantee that you or any other person or entity will be able to obtain similar results.

TESTIMONIALS

At various places on this Website, you may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the results obtained by these clients and/or customers are not necessarily typical. You specifically recognize and agree that the testimonials are not a guarantee of results that you or anyone else will obtain by using any products or services offered on this Website or by the Company.

Some testimonials may have been offered in exchange for a benefit, whether a discount, free product, contest entry, or other incentive. If so, such incentive will be indicated near such testimonial. Regardless of any incentive, all testimonials are from real customers and truthfully reflect real customers' experiences with our Company.

REVIEWS

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such review. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that you should conduct your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing a review of a product. If you would like more information about any such discounts and incentives, send an email to Rosemary@RosemaryMcGuireBerry.com that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

AFFILIATE LINKS

From time to time, the Company may participate in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when you click on or make purchases via affiliate links.

As a policy, the Company will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.

The Company will inform you when one of the links constitutes an affiliate link.

You recognize that it remains your personal responsibility to investigate whether any affiliate offers are right for you or your business and will benefit you. You will not rely on any recommendation, reference, or information provided by the Company but will instead conduct your own investigation and will rely upon your investigation to decide whether to purchase the affiliate product or service.

NO ENDORSEMENTS

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is your responsibility to conduct your own investigation and make your own determination about any such product, service, coach, consultant, and/or expert.

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Our Website may contain content created by or with the assistance of artificial intelligence (AI) tools and technologies. We may use AI to assist in generating service descriptions, social media posts, newsletter titles, and other marketing materials. ("AI-Generated Content").

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The AI-Generated Content is our Intellectual Property as provided in and protected by our Terms & Conditions of Use. We explicitly retain ownership of all AI-Generated Content.

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To access or use the Website, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms. Children under the age of 18 are prohibited from using the Website.

LAWFUL PURPOSES

You may use the Website for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Website. You agree to use the Website and to purchase services or products through the Website for legitimate, non-commercial purposes only. You shall not post or transmit through the Website any material that violates or infringes the rights of others, or that is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

USE OF FREE DOWNLOADABLE CONTENT

We may make resources on this Website accessible to users in exchange for providing an e-mail address ("Gated Content"). We grant you a limited, personal, non-exclusive, non-transferable license to use the Gated Content for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Gated Content in any manner.

You agree that you may only use the Gated Content for your personal or internal business use. You agree that you will not sell, redistribute, or create any derivative works based upon the Gated Content and you will not offer any competing products or services based upon any information contained in the Gated Content.

MATERIAL YOU SUBMIT TO THE WEBSITE

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You further grant us the right to use your Submission for the purpose of improving our Website, products, or services (and for any other purpose we deem necessary or desirable) without being obliged to pay you any compensation for our use of your Submission. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time at our sole discretion. If you send us unsolicited ideas, such ideas will be deemed non-confidential, and we will not be required to acknowledge their source.

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CHANGED TERMS

We may at any time amend these Terms, including our Privacy Policy and Disclaimers. The date of the last revision will be indicated by the “Last updated” date at the top of this page. Any such changes are effective immediately upon notice to you by us posting the new Terms on this Website. We reserve the right to update any portion of our Website, including these Terms, at any time. If you continue to use our Website after we have made revisions, your continued use constitutes consent to the revised Terms, Privacy Policy, and Disclaimers.

NO WARRANTIES

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YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS OR SERVICES AVAILABLE THROUGH THE WEBSITE.

ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM US.

NO GUARANTEE OF AVAILABILITY

Your use of the Website and any associated services may sometimes be subject to interruption or delay. We reserve the right to withdraw or amend this Website and any service or material provided on the Website at our sole discretion without notice. Due to the nature of the Internet and electronic communications, we and our service providers do not make any warranty that our Website or any associated resources or services will be error-free, without interruption or delay, or free from defects in design. We will not be liable to you should our Website or the resources or services supplied through our Website become unavailable, interrupted or delayed.

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Information provided on the Website and any resources provided on or available for download from the Website is subject to change. We make no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. We disclaim all liability for any inaccuracy, error, or incompleteness in the information provided.

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Although we endeavor to prevent the introduction of viruses or other malicious code ("malicious code") to our Website, we do not guarantee or warrant that our Website, or any data available on the Website, does not contain malicious code. We will not be liable for any damages or harm attributable to malicious code. You are responsible for ensuring that the process you employ for accessing our Website does not expose your computer system to the risk of interference or damage from malicious code.

SECURITY

The security of your contact information is of utmost importance to us. However, you acknowledge the risk of unauthorized access to, or alteration of, your data. We do not accept responsibility or liability of any nature for any losses you may sustain as a result of such unauthorized access or alteration. All information transmitted to or from you is transmitted at your own risk, and you assume all responsibility and risks arising in relation to your use of this Website and the internet. We do not accept responsibility for any interference or damage to your computer system that may arise in connection with your access to this Website or any outbound hyperlinks.

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The Website may contain links to external websites that are not provided by, maintained by, or in any way affiliated with us. We do not guarantee and are not responsible for the availability, accuracy, relevance, timeliness, or completeness of these external websites or any information thereon. Links to such websites or resources do not imply any endorsement by or affiliation with us. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

We may, from time to time, provide information from a third party in the form of a guest post or interview, in written, audio, video, or other medium. We do not control the information provided by such third-party guests, are not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorney's fees, arising out of your breach of any of these Terms, your use of the Website, its content, and any product or service purchased from the Website, or your failure to maintain the confidentiality and/or security of your password or access rights to this Website and its resources. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defense without our prior written consent.

EFFECT OF HEADINGS; SEVERABILITY

The subject headings of the paragraphs and subparagraphs of these Terms are included for convenience only and shall not affect the construction or interpretation of any of its provisions. If any portion of these Terms is held to be unenforceable or contrary to law, such portion shall be construed in accordance with applicable law so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remainder of the provisions shall remain in full force and effect.

ENTIRE AGREEMENT; WAIVER

These Terms, together with the Privacy Policy, constitute the entire agreement between us pertaining to the Website and supersedes all prior and contemporaneous agreements, representations, and understandings between us. Any waiver by us of a breach of or right under these Terms will not constitute a waiver of any other or subsequent breach or right. No waiver shall be binding unless executed in writing.

GOVERNING LAW; JURISDICTION

These Terms, including with the Privacy Policy and Disclaimers shall be construed in accordance with, and governed by, the laws of the State of Colorado and the courts of Colorado shall have jurisdiction to hear and determine any dispute arising in relation to these Terms. You agree that any proceeding relating to use of this site must be filed exclusively in the appropriate courts located in Arapahoe County, Colorado and you submit to the jurisdiction of those courts and waive any objection based on an inconvenient forum or other reasons.

ALTERNATIVE DISPUTE RESOLUTION

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms by mediation. The parties further agree that their respective good faith

participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

ALL RIGHTS RESERVED

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CONTACT INFORMATION

The owner of this website is Rosemary Berry. You may contact us by email at: Rosemary@RosemaryMcGuireBerry.com.