

# Terms and Conditions of Use and Purchase

**Effective Date:** July 29th, 2025

**Issued By:** SuccessWithSheri, LLC ("Company")

These Terms and Conditions of Use and Purchase ("Agreement") are entered into by and between you ("Purchaser," "you," or "your") and SuccessWithSheri, LLC, a [Insert State] limited liability company ("Company," "we," "us," or "our"), and govern your access to and use of the Company's digital products, online courses, community platforms, and related services (collectively, the "Services").

**By completing a purchase through our website or accessing any portion of the Services, you acknowledge that you have read, understood, and agree to be legally bound by the terms set forth herein.** If you do not agree to these terms, you must not access, use, or purchase the Services.

## 1. Scope of Agreement

This Agreement applies to all purchases made through the Company's website and includes any digital content, downloadable material, private community access, coaching, templates, instructional videos, lessons, and communications associated with the Services.

You understand and agree that this Agreement is binding at the time of purchase, whether or not you access all available components of the Services immediately upon purchase.

## 2. Ownership and Intellectual Property

All content made available through the Services, including without limitation videos, slides, frameworks, workflows, methods, written content, templates, prompts, visual assets, community posts, and program structure (collectively, the "Content") is the sole and exclusive property of SuccessWithSheri, LLC and is protected by United States and international copyright, trade secret, and intellectual property laws.

Purchaser is granted a **limited, revocable, non-transferable, non-sublicensable license** to access and use the Content solely for personal, non-commercial, educational use. This license **does not** grant you the right to:

- Copy, modify, reproduce, resell, distribute, or sublicense the Content;

- Reverse engineer or replicate any frameworks, lessons, structures, or systems;
- Teach, license, or publish any derivation of the Content in your own course or offer;
- Record, screen capture, screenshot, distribute, or disclose any internal content or communications, including those within private communities;
- Use the Content to create a substantially similar or “inspired” program.

Any unauthorized use of the Content shall constitute a material breach of this Agreement and may result in immediate termination of access and legal action.

### 3. Prohibited Conduct and Enforcement

You agree that any of the following constitute a breach of this Agreement and may result in legal enforcement:

- **Copyright Infringement:** Unauthorized reproduction, distribution, or derivation of protected content;
- **Misappropriation of Trade Secrets:** Commercial use of proprietary strategies, workflows, or systems not publicly disclosed;
- **Breach of Contract:** Violation of the license terms herein or failure to adhere to platform/community guidelines;
- **Unfair Competition / Passing Off:** Creating a product that causes confusion or misleads consumers to believe it is affiliated with the Company.

The Company reserves the right to seek all available legal remedies including but not limited to injunctive relief, damages, statutory penalties, recovery of attorneys’ fees, and enforcement of rights under the Digital Millennium Copyright Act (DMCA).

### 4. Non-Disparagement

Purchaser agrees not to publish, post, or communicate any defamatory, false, misleading, or disparaging remarks about the Company, its officers, agents, products, services, or clients in any medium, including but not limited to social media, email, or third-party platforms. This obligation survives termination of access to the Services.

### 5. Refund and Chargeback Policy

All sales are **final** and **non-refundable**. Due to the nature of digital products and immediate access to proprietary material, no refunds will be issued for any reason once the purchase is complete.

By completing your purchase, you waive all rights to dispute charges or initiate chargebacks with your payment provider. Any such attempts will be considered a material breach and the Company reserves the right to pursue legal action and collection costs.

## **6. Community Standards**

If your purchase includes access to a community, whether hosted on Skool, Facebook, or another platform, you agree to:

- Maintain the confidentiality of member interactions;
- Refrain from promoting other products or services unless expressly permitted;
- Avoid unsolicited messaging or solicitation;
- Comply with any posted community guidelines.

The Company reserves the right to revoke access, without refund, for any behavior deemed abusive, disruptive, or in violation of this Agreement.

## **7. Disclaimer of Warranties**

The Services are provided “as is” and “as available” without warranties of any kind, express or implied. The Company does not guarantee any specific outcome, financial or otherwise. Your results will vary and are subject to numerous factors including but not limited to effort, background, market conditions, and timing.

## **8. Limitation of Liability**

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of income, business interruption, or data loss, arising out of your use of the Services. In no event shall the Company’s total liability exceed the amount paid by you for the Services.

## **9. Governing Law and Dispute Resolution**

This Agreement shall be governed by and construed in accordance with the laws of the State of [Insert State], without regard to its conflict of law principles.

You agree to submit to the exclusive jurisdiction and venue of the state or federal courts located in [Insert County/State] for any dispute arising under this Agreement.

Prior to the initiation of formal legal proceedings, both parties agree to attempt to resolve any dispute through good faith mediation to be held in [Insert City] or via virtual means. If mediation fails, either party may pursue appropriate legal action.

## 10. Modifications to Agreement

We reserve the right to modify, amend, or replace these Terms at any time. Changes will become effective immediately upon posting on our website. Continued access or use of the Services after such changes constitutes your acceptance of the modified Terms.

## 11. Entire Agreement

This Agreement constitutes the full understanding between the parties and supersedes all prior and contemporaneous communications, proposals, or agreements, whether oral or written.

## 12. Contact Information

If you have questions about this Agreement, please contact:

**SuccessWithSheri, LLC**

Email: [sherinicolcromarty@gmail.com](mailto:sherinicolcromarty@gmail.com)

☒ By checking the box at checkout, you affirmatively acknowledge and agree to be legally bound by this Agreement, including the intellectual property, refund, and conduct terms contained herein.

Accept