

Terms of Use for NLP for Fiction Writers

This website is owned by Stacy Juba, founder of Shortcuts for Writers. The course *NLP for Fiction Writers: Enhance Your Skills And Your Creative Flow* is owned by workshop instructor and coach Beth Barany of Barany Consulting.

By using this website, you agree to the following program-specific Terms of Use AND the full Terms and Conditions and Privacy Policy of Shortcuts for Writers. ("Company", "we", "us", or "our"). Please read our full Privacy Policy and Website Terms and Conditions carefully before using this website or purchasing a product. Our Privacy Policy and Website Terms and Conditions are hereby incorporated by reference into this Agreement.

By purchasing this product, the following program-specific Terms of Use are entered into by Shortcuts for Writers, Barany Consulting, and You ("Purchaser" or "You").

PROGRAM

Shortcuts for Writers and Barany Consulting (which together will be referred to as the Companies) agree to provide the program, "*NLP for Fiction Writers: Enhance Your Skills And Your Creative Flow* " ("Program") as identified in the online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Companies shall provide the following to Purchaser:

- **Lifetime access:** after the **May 9th, 2024** live workshop, you will enjoy unrestricted access to the course dashboard in Thrivecart, enabling you to learn at your own pace, revisiting the workshop materials whenever needed.

PASSWORD-PROTECTED ACCESS

The Companies shall maintain the Program in a password-protected area that will include the recorded workshop and other materials. You shall have access to this area for as long as the Program exists. If the Companies close the Program, you will be provided at least a 30-day notice and the ability to download the core resources contained in the password-protected area. It is then Your responsibility to download all materials from the Program before the retirement date noted by the Companies.

FEES

You shall pay us all applicable fees and taxes. The regular cost of the *NLP for Fiction Writers* workshop is \$49. You must provide current, complete, and accurate billing and credit card information.

REFUND REQUESTS

There will be no refunds on the live round of NLP for Fiction Writers and there will be a 7-day refund period for those who purchase the replay after May 10th.

Please note this refund policy does not cover a change of mind. If you request a refund, we will ask you for feedback on how the course didn't meet your expectations, so we can improve our marketing messaging in the future.

INTELLECTUAL PROPERTY

We own and retain all content in and products sold on www.shortcutsforwriters.com along with its trademarks and copyrights. Barany Consulting owns the *NLP for Fiction Writers* workshop. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of Barany Consulting, Shortcuts for Writers, www.shortcutsforwriters.com, or www.shortcutsforwriters.thrivecart.com.

Your participation in the program grants you a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program. We have spent a great deal of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

You may:

- Access Your purchases or content for Your personal use or use in Your business for non-commercial purposes.
- Download and/or print any purchases or content for Your personal use or in Your business for non-commercial purposes.

You may *not*:

- Re-sell or trade Your access to Your purchases and content.
- Share Your purchase and content with anyone else who has not yet purchased it or opted in to receive it.
- Reprint or republish any of your purchases or content, in part or in whole.
- Distribute any of the materials contained in Your purchases or related materials and/or communications as Your own, otherwise known as stealing.
- Reproduce and tweak any part or whole of Your purchases or content for distribution as Your own work.
- Claim ownership or use any of Our intellectual property without Our prior 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 any of Our offerings (and its related communications and materials).

- Use Our offering or any related materials and/or communications in an unlawful way or for any illegal or unlawful purpose(s).

By downloading, printing, or otherwise using our products or content for personal use, you in no way assume any ownership rights of the Content – it is still Company property. Any reproduction or unauthorized use of any materials found in the Program or Content shall constitute infringement.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Companies or our licensors except as expressly authorized.

You agree that any infringement of the Companies' intellectual property, Your access to the Content and Program automatically terminates, and you must immediately destroy any copies you have made of the content. You shall not be entitled to a refund of any portion of the fees. If you violate this license by giving or selling a copy of our Program materials, to anyone, We reserve the right to send You a bill for the licenses you have sent to others.

PRIVATE COMMUNITY GUIDELINES

By accessing and/or using the Websites, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;
- You will not "stalk," threaten, or otherwise harass another person;
- You will not spam or use the Websites to engage in any commercial activities;
- You will not access or use the Websites to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

REGISTERED USERS

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name ("Sign-In Name") and a password ("Password").

When creating your account, you must provide true, accurate, current, and complete information.

Each Sign-In Name and corresponding Password can be used by only one Registered User, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name and Password, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

CONFIDENTIALITY

As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Companies' confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Companies' proprietary methods, processes, forms, templates, and other information. You agree not to share the information provided to You in the Program with anyone other than the Companies, their owners and employees, and other Program participants.

RECORDING AND REDISTRIBUTION OF CALLS

You acknowledge that group calls and/or trainings may be recorded. Purchaser also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by the Companies.

RELEASE

Client agrees that the Companies may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Program. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Companies' use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by the Companies. The Companies are hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

LIMITATION OF LIABILITY

By participating and purchasing the Program, you agree that in no event will the Companies, their officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your access to and use of the Program.

You indemnify and agree to defend and hold harmless our Companies, our officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Program including any breach by you of the Terms contained in this Agreement. Student expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Student attempts to assert any such claim, Student hereby expressly agrees to present such claim only in the small claims courts in Massachusetts.

FORCE MAJEURE

Companies shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Companies including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

REPRESENTATION OR WARRANTIES DISCLAIMER

The information in the Program is "as is" and makes no representations or warranties, express or implied, with respect to the content provided on this website or on any third-party website which may be accessed by a link from this Web site, including any representations or warranties as to accuracy, timeliness, or completeness. Shortcuts for Writers and Barany Consulting will not be liable for any losses, injuries, or damages from the display or use of this information.

OMISSIONS, ERRORS, OR MISTAKES DISCLAIMER

All information on this website is accurate and true to the best of the Companies' knowledge, but that there may be omissions, errors or mistakes. Companies are not liable for any damages due to any errors or omissions on the website, delay or denial of any products, failure of performance of any kind, interruption in the operation and your use of the website, website attacks including computer virus, hacking of information, and any other system failures or misuse of information or products.

NO PROFESSIONAL- CLIENT RELATIONSHIP

Your use of the Program or content from the Program is at your own risk. The use of this Program does not create a professional-client relationship. The Program does not guarantee any results from using this content and is for educational purposes only. It is your responsibility to do your own research, consult, and obtain a professional for your medical, legal, financial, health or other help that you may need for your situation.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Companies agree only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision

TESTIMONIALS DISCLAIMER

In accordance with [Federal Trade Commission's 16 CFR, Part 255: "Guides Concerning the Use of Endorsements and Testimonials in Advertising"](#) concerning the use of endorsements and testimonials in advertising, please be aware of the following: Testimonials appearing on this website are received in various forms via a variety of submission methods. The testimonials, statements, and opinions presented on www.shortcutsforwriters.com are applicable to the individuals who wrote it. Results vary and may not be representative of the experience of others. The testimonials are voluntarily provided and are not paid, nor were they provided with free products or services, or any benefits in exchange for their statements.

The testimonials are representative of customer experiences but the exact results will be unique and individual to each customer. The testimonials displayed are given verbatim except for grammatical or typing error corrections. Some testimonials may have been edited for clarity, or shortened in cases where the original testimonial included extraneous information that is of no relevance to the general public.

EARNINGS DISCLAIMER

Shortcuts for Writers and Barany Consulting may report earnings and income statements from time to time. These statements are an estimate of what you could

possibly earn. There are no guarantees that you will get the same results. There is no guarantee that past earnings can be duplicated in the future.

Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions. The use of the information, products, and services is based on your own actions and you agree that Shortcuts for Writers, Barany Consulting, advertisers, or sponsors are not liable for the success or failure of your business.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate”, “estimate”, “expect”, “project”, “intend”, “believe”, “ought to”, “plan”, “seek”, “should”, “will”, “would” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

AFFILIATE DISCLOSURE

Some of the links on this website are “affiliate links.” That means if you click on a link and purchase the item, Shortcuts for Writers receives an affiliate commission. Please note, Shortcuts for Writers only recommends products or services that will add value to you. Shortcuts for Writers discloses this in accordance with the [Federal Trade Commission's 16 CFR, Part 255: “Guides Concerning the Use of Endorsements and Testimonials in Advertising](#). If an affiliate link is listed, Shortcuts for Writers will disclose it to at the top or bottom of each blog post, page, or email newsletter, if applicable.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Massachusetts.

NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to Shortcuts of Writers at stacy@stacyjuba.com.

MODIFICATIONS

Companies may modify terms of this agreement at any time. All modifications shall be posted on the Shortcuts for Writers' website.

ENTIRE AGREEMENT

This Agreement along with the website terms and conditions and privacy policy constitutes your entire Agreement with the Companies with respect to any products, purchases, or services.