



## Terms and Conditions of Use

Terms and Conditions of Use for **Shanell T Smith Consulting, LLC**

Last Updated on **11/18/2020**

**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.

### **GENERAL PROVISIONS**

This website is owned and operated by **Shanell T Smith Consulting, LLC**, a **Connecticut** company. Our principal place of business is located at

**Address:**

Shanell T Smith Consulting, LLC  
304 West Main St  
Suite 2-1098  
Avon, CT 06001

You must be at least sixteen years of age to use Our website. Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, We make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

### **INTELLECTUAL PROPERTY NOTICE**

All images, text, designs, graphics, trademarks, and service marks are owned by and property of **Shanell T Smith Consulting, LLC**, 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 this site is illegal and may be prosecuted to the fullest extent permissible should We choose to do so, including asking for financial penalties (damages) and/or an injunction forcing You to stop using Our intellectual property immediately.

You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, or other property on another website, or posting a quote or image from Our site to any third-party website including social media. 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.

## **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 and Paypal. By utilizing these payment processors to gain access to the Offering, 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 Offering 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.

## **YOUR COMMUNICATIONS**

Any communications made through Our ‘contact’, blog, blog comments, newsletter sign up, or other related pages, or directly to Our phones or mailing or email addresses is not held privileged or confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on Our website, servers, comments, emails, or other media as allowed by **Connecticut** law, and will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how We store and use Your communications or any data provided by You in those communications, please refer to Our Privacy Policy on this page.

We maintain a right to republish any submission in whole or in part as reasonably necessary in the course of Our business. You agree not to submit any content or communications that could be illegal or serve an unlawful purpose, including, but not limited to communications that are potentially libelous or maliciously false, obscene, abusive, negligent, or otherwise harmful or inappropriate.

## **DISCLAIMERS**

Our website and related materials are provided for educational and informational use only. You agree to indemnify and hold harmless Our website and company for any direct or indirect loss or conduct incurred as a result of Your use of Our website and any related communications, including as a result of any consequences incurred from technological failures such as a payment processor error(s) or system failure(s).

While We may reference certain results, outcomes or situations on this website, 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 or any other statements anywhere on this website. If You have medical, legal, or financial questions, You should consult a medical professional, lawyer, or CPA and/or CFP respectively. We expressly disclaim any and all responsibility for any actions or omissions You choose to make as a result of using this website, related materials, products, courses, or the materials contained herein.

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. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this website is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at [\*\*support@shanellsmithconsulting.com\*\*](mailto:support@shanellsmithconsulting.com).

### **THIRD PARTY DISCLAIMER**

You acknowledge and agree that We are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

### **WARRANTIES DISCLAIMER**

WE MAKE NO WARRANTIES AS TO OUR PROGRAMS, PRODUCTS, SERVICES, OR PROGRAM MATERIALS. YOU AGREE THAT PROGRAMS, PRODUCTS, SERVICES, 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, 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, OR SERVICES MATERIALS, OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY, OR OTHERWISE.

## **INDEMNIFICATION, LIMITATION OF LIABILITY, AND RELEASE OF CLAIMS**

### **AFFILIATES**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in these Terms and Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

### **TERMINATION**

If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user's access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

## **FINANCIAL CONSIDERATIONS**

### **REFUNDS**

Enrollment in any of the coaching programs by Shanell T Smith Consulting, LLC constitutes a NON-CANCELLABLE agreement. There are absolutely NO REFUNDS and you are legally and financially responsible for the full tuition of the program in which you are enrolled, regardless of whether you actually participate or show up for your coaching and mentoring sessions.

Purchase of any digital program is NON-REFUNDABLE. Refunds will not be granted under any circumstances. I know that if you do the work, you will see results!

### **RECURRING PAYMENTS**

If You have signed up for a payment plan, You hereby authorize Our continued access to Your financial information stored by Our third-party financial processing company referenced in this Agreement until Your payment plan is complete, as set forth in Your acceptance of the purchase terms upon checkout.

### **REVOCAION OF ACCESS**

You have the unilateral right to terminate Your use and access to any of Our Offering(s). Please send an email to [support@shanellsmithconsulting.com](mailto:support@shanellsmithconsulting.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.

## **DISPUTE RESOLUTION**

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.

## **NON-DISPARAGEMENT**

If You are found to be slandering, libeling, or otherwise disparaging Our Company, Offering(s), or related materials at Our discretion, You will be immediately removed from the Offering(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.

## **ENTIRE AGREEMENT**

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

## **LAW AND JURISDICTION**

These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with **the United States** law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of **Connecticut, Unites States**.

## **CONSENT**

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at **support@shanellsmithconsulting.com**.

## **ALL RIGHTS RESERVED**

All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Company.

## **SEVERABILITY**

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

## **CONTACT INFORMATION**

**Email:** support@shanellsmithconsulting.com

**Phone:** 860-281-2025



**Address:**

Shanell T Smith Consulting, LLC  
304 West Main St  
Suite 2-1098  
Avon, CT 06001