

Website Terms & Conditions

www.streamsidecoaching.com

1. User's Acknowledgment and Acceptance of Terms

BY VISITING AND/OR PURCHASING FROM WWW.STREAMSIDECOACHING.COM, YOU ARE CONSENTING TO THESE POSTED TERMS & CONDITIONS.

This website is operated by Streamside Coaching LLC dba Streamside Coaching™. Throughout the site, the terms “we”, “us”, and “our” refer to Streamside Coaching. Streamside Coaching offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. The term “user,” “you” and “your” refers to site visitors, customers, and any other users of the site.

By visiting our site and/or purchasing something from this site, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms of Use”, “Terms and Conditions”, “Terms”), including those additional terms and conditions and policies referenced here and/or available by hyperlink. These Terms apply to all users of the site, including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Use of www.streamsidecoaching.com, including all materials presented and all online services provided by Streamside Coaching is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. Please read these Terms carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

Any new products, resources, features, or tools which are added to the current store shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

2. ONLINE STORE TERMS & REFUND POLICY

By agreeing to these Terms, you represent that you are at least the age of majority in your state, jurisdiction, or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. Children under the age of 18 are prohibited from using the Site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Site and/or Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You agree to not transmit any worms or viruses or any code of a destructive nature.
A breach or violation of any of these Terms will result in an immediate termination of your Services.

Due to the digital nature of our products, we do not offer refunds after purchase. If you're not satisfied with your purchase, please share your concerns with us via email at hello@streamsidecoaching.com and we'll do our best to make things right.

You agree to not dispute any charges at any time. In the event that you inadvertently dispute a charge made to your account in connection with a purchase made through this website, you agree to immediately cancel/withdraw such a dispute. You understand that disputing a charge through your financial institution is a violation of this Agreement and you agree to not do so. You are responsible for any fees, including attorney's fees, associated with recouping payment on disputes and any collection fees associated with such an event.

3. GENERAL CONDITIONS

Streamside Coaching and www.streamsidecoaching.com ("We") reserve the right to refuse service to anyone for any reason at any time.

You understand that your information (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Payment and credit card information is always encrypted during transfer over networks.

You expressly agree not to sell, resell, reproduce, duplicate, copy, or exploit any portion of this Website, the Service provided, the Products provided, use of the Service/Products, or access to the Service/Products, or any contact on the website through which the service/products are provided, without express written permission by us.

We are not responsible if information made available on this site is not accurate, complete, updated, or current. The material on this site is provided for general informational purposes only and should not be relied upon or used as the sole basis for making decisions, related to your business or otherwise, without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this Site is at your own risk. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

You understand that the information presented in any course, resource, or program via this Site is not legal, financial, therapeutic, mental health, or medical advice and Company is not a law firm.

All of the information provided throughout the Program and Services, including the resources delivered via phone/video conference, e-mail, in the online forum, live events including webinars and video/audio recordings educating about business, laws, health, and/or finance-related information, are resources for educational and informational purposes only and should not take the place of hiring a licensed professional. You understand that Company does not and will not provide any form of diagnosis.

4. ACCOUNT CREATION

In order to use the Service/Site, you may be required to provide information about yourself including your

name, email address, username, password, and other personal information. You agree that any registration information you give to Streamside Coaching will always be accurate, correct, and up to date. You agree to not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction. In the event that your account is compromised, you agree to notify us in writing immediately and change your password. Any violation of these terms are grounds for removal and banishment from the site at our discretion.

5. LAWFUL PURPOSES

You may use the Site and Service for lawful purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is racist, unethical, threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law. Doing so is grounds for termination of service, at our discretion.

Infringement Notification. Streamside Coaching respects the rights of others and we expect users of our Sites and Services to do the same. This Agreement prohibits the infringement of the copyrights of others, and it is also Company's policy that Company may remove, suspend, terminate access, or take other appropriate action against repeat offenders. We may also remove content that in our sole discretion appears to infringe the intellectual property rights of others.

How to File an Infringement Notification. If you have evidence, know, or have a good faith belief that content residing on or accessible through our online forum or Site infringes a copyright which you own or for which you are a designated agent, please send a notice of infringement by email or regular mail to Streamside Coaching by both of the following means:

Email: hello@streamsidecoaching.com

Address: 645 Streamside Ln, Franklin, TN 37064

In any such notice, please include sufficient information to address the items specified below:

- Identify the copyrighted work claimed to have been infringed. If multiple copyrighted works are covered by a single notification, provide a representative list of such works.
- Identify the material that is claimed to be infringing or to be the subject of infringing activity. Include information reasonably sufficient to permit Streamside Coaching LLC to locate the material.
- Please provide a URL and screenshots for each item. Include the specific asset(s) or page(s) that you claim to be infringing.
- Say "entire work" ONLY if all assets/pages in a collection/document are infringing.
- Include details of your claim to the material, or your relationship to the material's copyright holder.
- Provide your full name, address, and telephone number should we need to clarify your claim.
- Provide a working email address where we can contact you to confirm your claim.
- If true, include the following statement: "I have a good faith belief that use of the copyrighted materials described above as the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."
- If true, include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner to make this complaint."
- Sign the document, physically or electronically.

6. ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible: hello@streamsidecoaching.com

7. PRODUCT DESCRIPTION

We endeavor to describe and display the Site and Service as accurately as possible. While we try to be as clear as possible in explaining the content of our products, please do not accept that the Site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

8. PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear in the online store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

9. PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy, [click here](#).

10. OUR INTELLECTUAL PROPERTY

This Site and Service contain intellectual property owned by Streamside Coaching LLC, including, but not limited to, trademarks, copyrights, proprietary information and other intellectual property as well as the Streamside Coaching name, logo, all designs, text, graphics, digital products, other files, and the selection and arrangement of such. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works based on, distribute, display, reproduce, or perform, or in any way exploit in any format whatsoever any of the Site, Service Content, Course and Program Materials, or other intellectual property, in whole or in part without our prior express and written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

(a) STREAMSIDE COACHING™, HAPPY AGILE COACHES™, and FROM RESISTANCE TO READINESS IN 4 WEEKS™ are trademarks exclusively owned by Streamside Coaching LLC.

(b) No Resale of Services Permitted. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Site and/or products purchased via the Site (including training materials), use of the purchased materials/products, or access to any course or products purchased. This agreement and all product(s) purchased are not transferrable or assignable without the Company's prior written consent.

(c) **You agree to not share access to the digital product(s) purchased or other proprietary materials with others.** This includes parties that have not purchased the products, or any other third-party that Company has not authorized access to.

11. MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our services and products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content provided) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

12. AFFILIATE LINKS

Company may provide on its website or via email affiliate links under which Company may benefit monetarily. Company in no way guarantees the quality of product or service provided by any third-party and bears no liability with respect to such service or experience.

13. NON-DISPARAGEMENT

You agree to refrain from making any statements or comments of a defamatory or disparaging nature to any third-party regarding Company, or any of Company's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law. This provision in no way restricts your ability to communicate reviews or performance assessments about Company's goods or services.

14. LIMITATION OF LIABILITY

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 SITE OR SERVICE. ADDITIONALLY, STREAMSIDE COACHING LLC IS 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. THE FOREGOING APPLIES EVEN IF STREAMSIDE COACHING LLC HAS 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 POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL STREAMSIDE COACHING LLC'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE PRODUCT/SERVICE YOU HAVE PURCHASED FROM STREAMSIDE COACHING LLC AND/OR WWW.STREAMSIDECOACHING.COM AND IF NO

PURCHASE HAS BEEN MADE BY YOU, STREAMSIDE COACHING LLC'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$100.

15. 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, attorneys' fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. 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.

16. CHANGES TO POSTED TERMS

We may at any time amend these Terms of Use. Such amendments are effective immediately upon notice to you by us posting the new Terms on this Site. Any use of the Site or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Site and Service, including these Terms at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms.

17. HEADINGS

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between you and Streamside Coaching LLC pertaining to this Site and Service and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by Streamside Coaching LLC shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by Streamside Coaching LLC.

19. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Streamside Coaching LLC

645 Streamside Ln

Franklin, TN 37064

E-mail address: hello@streamsidecoaching.com

20. GOVERNING LAW; VENUE; MEDIATION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Tennessee as applied to contracts that are executed and performed entirely in Tennessee. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be Williamson County, Tennessee. The parties agree to attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by mediation, which shall be conducted under the then current mediation procedures of The CPR Institute for Conflict Prevention & Resolution or any other procedure upon which the Parties may agree. 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.

21. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

22. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

23. ASSIGNMENT

These Terms and Conditions bind and inure to the benefit of the Parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sub-licensable or otherwise transferable by you. Any transfer, assignment, delegation or sublicense by you is invalid.

Questions about these Terms and Conditions? Email us at hello@streamsidecoaching.com.

Updated: October 2, 2023