

# TERMS AND CONDITIONS

Rev. 20220622

Welcome to TheLeaderTalk.com LLC!

Please read the following terms and conditions ("Terms") carefully. These terms cover our services. By using our services, you acknowledge that you have read the Terms and that you accept and will be bound by the Terms, the Privacy Policy, and the Disclaimer.

When you accept these Terms, you shall be legally bound by them.

If you do not agree to the Terms, the Privacy Policy, or the Disclaimer, you shall immediately cease using our services.

## 1. OUR SERVICES

- TheLeaderTalk.com LLC helps individuals and leaders solve organizational problems through impactful leadership mentoring. (hereinafter, "services").
- Further, from this point onwards, TheLeaderTalk.com LLC shall be referred to as "Company" or "we" or "us". The Client shall be referred to as "You".
- The Company's Website is [www.TheLeaderTalk.com](http://www.TheLeaderTalk.com)

## 2. OBLIGATIONS OF THE CLIENT

In addition to other obligations created expressly and/or impliedly in other Sections of this Agreement, you shall be bound by the following obligations:

- You shall show up on time;
- You shall maintain regular communication with us;
- In the event you want to reschedule, you shall reschedule at least 24 hours ahead of time;
- You shall only cancel the services in case of an emergency.

## 3. CHANGES TO THE TERMS

- The Company reserves the right to change the nature of services offered under this Agreement.
- Further, the Company may change these Terms or any Policies at any time in its sole discretion.
- You are responsible for reviewing such changes.
- Your continued use of the Website constitutes your acceptance of such changes.
- If you do not agree to any changes, do not continue to use the Company's Services and Website.

## 4. PAYMENT

- Payment can be made through various payment methods, such as Visa, MasterCard, Affinity Card, or online payment methods (PayPal, for example).
- Payment cards (credit cards or debit cards) are subject to your card issuer's validation checks and authorization. If we do not receive the required authorization, we will not be liable for any delay.
- Each Party in this Agreement is responsible, as required under applicable laws and regulations, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments contemplated under this Agreement.

## 5. PRIVACY

Your use of our Website is subject to our Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## **6. REFUND POLICY**

You shall have no refund, if there are no shows.

## **7. ELECTRONIC COMMUNICATION**

Using our Website or sending emails to us constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## **8. ACCESSIBILITY**

You understand that from time to time the Website may be inaccessible or inoperable for any reason, including, without limitation, equipment malfunctions;

- periodic maintenance procedures or repairs which the Company may undertake from time to time; or
- causes beyond the control of Company or which are not reasonably foreseeable by Company.

## **9. CLIENT ACCOUNT MANAGEMENT (FOR CLIENTS)**

- You shall create an account with your email address (the "Account") to make full use of the Website.
- To create an account, you must agree with these Terms and Conditions and our Privacy Policy.
- By using the Website, you consent to receiving notifications from us.
- Any use of the Website through your Account will be deemed as being used by you.
- Your Account is NON-TRANSFERABLE and NON-ASSIGNABLE.
- We have the right to suspend and cancel your account in our discretion.

## **10. NON-PERMITTED USAGE/ USAGE BY MINORS**

Our Website is for persons aged 18 and over. If you are under the age of 18 you do not have permission to use this site.

## **11. INTELLECTUAL PROPERTY**

- The Services and the content in the Website (excluding Content provided by you or other users (if any), logos, features, and functionality will remain our exclusive property.
- The Website is protected by copyright, trademark, and other intellectual property laws.

## **12. YOUR FEEDBACK TO US**

You assign all rights, title, and interest in any Feedback you provide to us. If for any reason, such assignment is ineffective, you agree to grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify and exploit such feedback without restriction.

## **13. TERMINATION**

- We may terminate or suspend your access to our Services immediately, without prior notice or liability, for any reason, including without limitation, if you breach these Terms and Conditions.
- Upon termination, your right to use our Services will cease immediately.

## **14. LIMITATION OF LIABILITY**

- WE, OUR PARTNERS, OR AFFILIATES WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES) AS A RESULT OF OR IN CONNECTION WITH: YOUR USE OF OUR SERVICES AND ANY DEFECT OR FAULT RESULTING FROM YOU HAVING BREACHED THE TERMS OF THIS AGREEMENT.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PARTNERS, OR AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE OUR SERVICES, THIRD-PARTY SOFTWARE AND/OR THIRD-PARTY HARDWARE USED WITH THE SERVICES, OR OTHERWISE IN CONNECTION WITH ANY PROVISION OF THIS TERMS), EVEN IF THE COMPANY, ITS PARTNERS. OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- Some countries and States do not exclude implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these countries or States, each party's liability will be limited to the greatest extent permitted by law.
- Indemnification: You agree to indemnify, defend and hold harmless the Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

#### **15. "AS IS" and "AS AVAILABLE" Disclaimer**

- We provide our Services to you "AS IS" and "AS AVAILABLE" and with all faults and defects without any kind warranty. To the maximum extent permitted under applicable law, the Company, on its behalf and behalf of its Affiliates and its and their respective licensors and Services providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Services will meet your requirements, achieve any intended results, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected.
- Without limiting the foregoing, neither the Company nor any of the Company's Affiliates makes any representation or warranty of any kind, express, or implied:
  - a. as to the operation or availability of the Services and the Website, or the information, Content, and materials **included thereon;**
  - b. that the Services will be uninterrupted or error-free;
  - c. as to the accuracy, reliability, or currency of any information or Content provided through the Website; or
  - d. that the Website, or content sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs, or other harmful components.
- Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on a consumer's applicable statutory rights, so some or all of the above exclusions and limitations may not apply to you. But in such a case, the exclusions and limitations outlined in this section shall be applied to the greatest extent enforceable under applicable law.

#### **16. GOVERNING LAW**

- The laws of Missouri, excluding its conflicts of law rules, shall govern these Terms and your use of in the Services. Your use of the Services may also be subject to other local, provincial, state, national, or international laws.
- You irrevocably and unconditionally consent that any suit, action, or legal proceeding arising out of, or relating to, this Agreement shall be brought in the courts of record of Missouri.

## **17. DISPUTE RESOLUTION**

If you have any concerns or disputes about the Services, You agree first to try to resolve the dispute informally by contacting the Company.

## **18. SEVERABILITY AND WAIVER**

- Severability: If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.
- Waiver: Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter, nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## **19. ENTIRETY**

The Terms and Conditions, the Privacy Policy, and the Disclaimer constitute the entire agreement between you and us and our Affiliates and Partners with respect to, but not limited to, the Services.

## **20. ASSIGNMENT**

We may assign the Agreement to any party at any time without notice to you. You may not assign your rights under the Agreement, by operation of law or otherwise, without our consent.

## **21. CONTACT US**

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [wecare@theleadertalk.com](mailto:wecare@theleadertalk.com)