

Internally Guided Leadership Consulting Terms of Service

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Please read this Terms of Service ("Terms," "Terms of Service") carefully before using the internallyguidedleadership.com Website (the "Website") operated by Kayla M. Sweet ("us," "we," "our") as this Terms of Service contains important information regarding limitations of our liability. Your access to and use of this Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including but not limited to visitors, users and others, who wish to access and use the Website.

By accessing or using the Website, you agree to be bound by these Terms. If you disagree with any part of the Terms, then you do not have our permission to access or use the Website.

Our offers and pricing

We offer services and digital products on this Website. The price of these services and digital products can be found listed on the Website. This price does not include taxes or other fees that you may be charged.

Purchases

When you make a purchase on the Website, you will be able to choose the third party payment processor that will collect your payment information and process your payment. You may make purchases using the following third party payment processors: Google Pay, PayPal, and Square. We are not responsible for the collection, use, sharing or security of your billing information by these third party payment processors. The following payment method(s) are accepted by the third party payment processors: American Express, Discover, MasterCard, and Visa.

You hereby represent and warrant that you have the legal right to use the payment method(s) in connection with any purchase and that the information that you supply to us and to the third party payment processor(s) is true, correct and complete.

Cancellation policy

We do not offer you the ability to cancel any purchases that you have made of the services and digital products offered on our Website.

We reserve the right to cancel your purchase for any reason, at our sole discretion, including but not limited to fraud, inaccuracies, and unavailability of the items or services purchased.

We will issue you a refund of the full purchase price that you paid if we cancel your purchase.

Refund policy

We do not offer refunds on any purchases made on this Website.

Advance payments

We may ask you to provide an advance payment on any purchase made of the services and digital products offered on our Website. An advance payment is a partial payment of the total purchase price that will help pay for our actual expenses while providing the services and digital products.

We will issue you a refund of the advance payment that you made if we cancel.

We do not offer you the ability to cancel any purchases that you have made of the services and digital products offered on this Website. As such, we do not refund advance payments.

Deposits

We may ask you to provide a deposit for purchases made of the services and digital products offered on our Website. A deposit is a payment made to reserve the services and digital products.

We will issue you a refund of the deposit that you made if we cancel your purchase.

We do not offer you the ability to cancel any purchases that you have made of the services and digital products offered on our Website. As such, we do not refund deposits.

NO WARRANTY ON PURCHASES

THE ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE ARE PROVIDED “AS IS,” NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO ANY ITEMS OR SERVICES DISPLAYED OR SOLD ON THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Remedies

You agree that the remedy for breach of this Terms of Service as it relates to your purchase shall be none. You also agree that the remedy for breach of this Terms of Service as it relates to your purchase shall be to pursue dispute resolution as provided in the “governing law, severability, dispute resolution, venue and class action waiver” section below. These remedies intended to be your sole and exclusive remedies for any breach of this Terms of Service as it relates to your purchase.

Subscriptions

This Website features products or services that are offered via a subscription model. A subscription model requires regular payments to receive a product or service. The initial term of the subscription is Term lengths of subscriptions and memberships vary based on customer selection.

WE DO NOT OFFER THE OPTION TO REVOKE YOUR SUBSCRIPTION SHORTLY AFTER MAKING YOUR PURCHASE.

THERE IS NO MINIMUM PURCHASE REQUIRED TO QUALIFY FOR THE SUBSCRIPTION.

Accounts

When you create an account on our Website, you guarantee that you are 18 years of age or older and that the information that you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Website.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Website or a third party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to terminate your account anytime at our sole discretion. You can terminate your account by contacting us.

Comments and uploading content

By submitting a comment or uploading content onto this Website, you grant Kayla M. Sweet a worldwide, non-exclusive, perpetual, royalty-free license to reproduce, publish and distribute the comment or content. When you make a comment or upload any content onto this Website, you agree that such comment or content may be viewed by other parties and it is your responsibility to ensure that the comment or content does not contain any confidential or proprietary information. You are also responsible for ensuring that your content or comment does not violate any laws, rules or regulations. We reserve the right to remove any content or comment at any time in our sole discretion.

The following is a non-exhaustive list of types of content or comments that you are prohibited from posting on our Website:

- Content that harrasses others;
- Content that is discriminatory or offensive;
- Swearing, name calling and otherwise abusive content;
- Pornographic and sexually explicit content;
- Content displaying, depicting or suggesting violence;
- Content that exploits or abuses children;
- Content encouraging or committing illegal acts;
- Content sharing personal information without consent;

- Content infringing on someone's rights, including intellectual property rights;
- Content advertising products or services without our permission;
- Content whose purpose is spamming others.

Prohibited uses

You agree that you will use this Website in accordance with all applicable laws, rules, regulations and these Terms at all times. The following is a non-exhaustive list of prohibited uses of this Website. You agree that you will not perform any of the following prohibited uses:

1. Impersonating or attempting to impersonate Kayla M. Sweet or its employees, representatives, subsidiaries or divisions;
2. Misrepresenting your identity or affiliation with any person or entity;
3. Sending or attempting to send any advertising or promotional material, including but not limited to spam, junk mail, chain mail or any similar material;
4. Engaging in any conduct that restricts or inhibits any person's use or enjoyment of the Website, or which, as determined in our sole discretion, may harm us or the users of this Website or expose us or other users to liability;
5. Using the Website in any manner that could disable, overburden, damage or impair the Website or interfere with another party's use of the Website;
6. Using any robot, spider or other similar automatic technology, process or means to access or use the Website for any purpose, including monitoring or copying any of the material on this Website;
7. Using any manual process or means to monitor or copy any of the material on this Website or for any other unauthorized purpose;
8. Using any device, software, means or routine that interferes with the proper working of the Website, including but not limited to viruses, trojan horses, worms, logic bombs or other such materials;
9. Attempting to gain unauthorized access to, interfering with, damaging or disrupting any parts of the Website, the server(s) on which the Website is stored, or any server, computer or database connected to the Website;
10. Attempting to attack or attacking the Website via a denial-of-service attack or a distributed denial-of-service attack;
11. Otherwise attempting to interfere with the proper working of the Website;
12. Using the Website in any way that violates any applicable federal, state or local laws, rules or regulations.

NO WARRANTY ON WEBSITE

THIS WEBSITE IS PROVIDED "AS IS," NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE) SHALL APPLY TO THIS WEBSITE, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

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We assume no liability for the availability, errors or inaccuracies of the information, products or services provided on this Website. We may experience delays in updating information on this Website and in our advertising on other websites. The information, products and services found on the Website may contain errors or inaccuracies or may not be complete or current. Products or services may be incorrectly priced or unavailable. We expressly reserve the right to correct any pricing errors on our Website. The inclusion or offering of any product or service on this Website does not constitute an endorsement or recommendation of such product or service by us.

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This Website may contain hyperlinks to websites operated by third parties and not by us. We provide such hyperlinks for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is your responsibility to take precautions to ensure that whatever links you click on or software that you download, whether from this Website or other websites or applications, is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Intellectual property and DMCA notice and procedure for intellectual property infringement claims

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If you are aware of a potential infringement of our intellectual property, please contact Kayla M. Sweet at internallyguided@gmail.com.

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Website infringes on the copyright, trademark or other intellectual property rights of any person or entity.

If you believe in good faith that the Content infringes on your intellectual property rights, you or your agent may send us a written notice of such infringement titled "Infringement of Intellectual Property Rights - DMCA." Your notice to us must include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the intellectual property right's interest;
2. A description of the work that you claim has been infringed, including the URL (i.e., web page address) of the location where the work exists or a copy of the work;
3. Your name, email, address and telephone number; and
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the owner of the work, its agent or the law.

Please note that we will not process your complaint if it is not properly filled out or is incomplete. You may be held accountable for damages, including but not limited to costs and attorneys' fees for any misrepresentation or bad faith claims regarding the infringement of your intellectual property rights by the Content on this Website.

You may submit your claim to us by contacting us at:

Kayla M. Sweet

internallyguided@gmail.com

(574) 213-2870

Indiana

UNITED STATES

Governing law, severability, dispute resolution and venue

These Terms shall be governed and construed in accordance with the laws of the state of Indiana, United States, without regard to its conflict of laws provisions. THESE TERMS SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE SALE OF INTERNATIONAL GOODS, THE UNIFORM COMMERCIAL CODE, NOR INCOTERMS.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of that right or provision. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between you and us regarding our Website, and supersede and replace any prior agreements we might have had with you regarding the Website.

Any controversy or claim arising out of or relating to these Terms including but not limited to the interpretation or breach thereof shall be resolved in a court of competent jurisdiction in Elkhart County, Indiana.

YOU AND KAYLA M. SWEET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION.

Changes to Terms of Service

We reserve the right to make changes to these Terms of Service at any time. We will not provide you with any notice when we make changes to this Terms of Service.

Questions

If you have any questions about our Terms of Service, please contact us at internallyguided@gmail.com.