



Terms of Service

Effective Date: July 31, 2024

Welcome to Glamazon Coaching, LLC ("we," "us," "our"). By accessing or using our website [www.glamazoncoaching.com] (the "Site") and our services (the "Services"), you agree to comply with and be bound by the following Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the Site or Services.

1. Acceptance of Terms: By using the Site and Services, you agree to these Terms, our Privacy Policy, and any additional terms applicable to specific services. We reserve the right to modify these Terms at any time, and your continued use of the Site and Services constitutes acceptance of the revised Terms.

2. Use of Services: You agree to use the Services only for lawful purposes and in accordance with these Terms. You are responsible for all activities that occur under your account, including maintaining the confidentiality of your account information.

3. User Responsibilities

You agree not to:

- Use the Site or Services in any manner that could damage, disable, overburden, or impair our servers or networks.
- Engage in any activity that may interfere with or disrupt the Site or Services or the servers and networks connected to them.
- Use the Site or Services to transmit any content that is illegal, harmful, or offensive.

4. Account Management: To use certain features of the Site or Services, you may be required to create an account. You agree to provide accurate and complete information and to update your information as necessary to keep it accurate and complete.

5. Fees and Payment: All fees for the Services are as described on the Site. Payment terms and billing practices will be specified at the time of purchase. All payments are non-refundable except as required by law. You agree to pay all applicable fees and charges in accordance with the payment method you choose.

6. Termination: We may suspend or terminate your access to the Site or Services at our sole discretion if you violate these Terms or for any other reason. You may terminate your account at any time by contacting us at [\[glamazoncoaching@gmail.com\]](mailto:glamazoncoaching@gmail.com).

7. Limitation of Liability: Glamazon Coaching, LLC and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with your use of the Site or Services. In no event shall Glamazon Coaching be liable for any damages, losses, or claims arising from the use of or inability to use our products or services that exceed the amount paid by the customer for the product or service in question. Any legal action or claim against Glamazon Coaching shall be limited to an amount not greater than the total purchase price paid for the product or service. Any legal action or claim against Glamazon Coaching resulting in a settlement or damages is capped at the amount the customer paid for the product.

8. Indemnification: You agree to indemnify, defend, and hold harmless Glamazon Coaching, LLC, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees, arising out of or related to your use of the Site or Services or your breach of these Terms.

9. Governing Law: These Terms shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

10. Dispute Resolution: Any disputes arising out of or related to these Terms or the use of the Site or Services shall be resolved through binding arbitration in [Location], in accordance with the rules of [Arbitration Organization]. The arbitration decision shall be final and binding on all parties.

11. Changes to Terms: We may update these Terms from time to time. We will notify you of any changes by posting the new Terms on our Site. Your continued use of the Site or Services following any changes constitutes acceptance of the revised Terms.

12. Legal Disclaimer: Glamazon Coaching, LLC and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with your use of the Site or Services. In no event shall Glamazon Coaching be liable for any damages, losses, or claims arising from the use of or inability to use our products or services that exceed the amount paid by the customer for the product or service in question. Any legal action or claim against Glamazon

Coaching shall be limited to an amount not greater than the total purchase price paid for the product or service. Any legal action or claim against Glamazon Coaching resulting in a settlement or damages is capped at the amount the customer paid for the product.

13. Damages: You agree to indemnify and hold harmless Glamazon Coaching and its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including legal fees and costs, arising out of or in any way connected to your use of the services or products provided by Glamazon Coaching. In the event of any dispute, Glamazon Coaching will not be responsible for any legal fees or costs incurred by you or any third party.

The services provided by Dr. Serena Kane and Glamazon Coaching are offered strictly in her capacity as a life coach. These services do not constitute medical, psychological, or therapeutic advice. Dr. Kane is not acting as a therapist, counselor, or licensed healthcare professional. If you are experiencing a mental health crisis, facing physical health challenges, or having thoughts of suicide or homicide, it is crucial to seek immediate medical or professional help from qualified healthcare providers.

Due to the digital and intellectual nature of the courses and coaching services provided, we do not offer any partial or full refunds once access to the course materials or services has been granted. By purchasing these digital products, you agree to this no-refund policy.

In the event of any dispute or legal claim, we do not assume responsibility for covering any legal fees, including attorneys' fees, incurred by either party. Furthermore, our total liability in any legal action, under any circumstance, will be limited strictly to the amount you have paid for the specific course or service in question. We do not agree to pay or reimburse any amount beyond the original cost of the course or service purchased. By enrolling in our programs, you acknowledge and accept these terms.

We make no guarantees or assurances regarding the outcomes or success of any coaching services, programs, or courses. Results may vary based on individual effort, personal circumstances, and other external factors beyond our control.

14. Contact Information: For any questions regarding these Terms, please contact us at:

- Email: glamazoncoaching@gmail.com
- Phone: 408-459-9185

- Address: 700 Agnew Road, Santa Clara, CA 95054