

# TERMS & CONDITIONS

Last updated: December 5, 2024

Sophia Mecum Coaching LLC ("us", "we", or "our") owns and operates <http://www.sophiamecum.com> (the "Site").

This web page (together with the documents referred to on it) is a binding agreement and represents the Terms of Use for our Site.

Please read these Terms of Use carefully before you start to use the Site.

This Site is intended for individuals who are 18 years of age or older.

By visiting and using this Site, you represent and warrant that you are of legal and meet all of the foregoing eligibility requirements.

By visiting and using our Site, you indicate that you accept these Terms of Use and that you agree to fully comply and abide by them.

## Content

All information on this Site, including any and all copyrights, trademarks, design rights and other intellectual property rights related to the content and work product on this Site, are owned by Sophia Mecum Coaching LLC, with the exception of the content you submit to us set forth in the section below.

The copying, redistribution, use, or publication by you of any such Content is strictly prohibited. Your use of our Site does not grant you any ownership rights to the Content of our Site.

The reproducing in any format (including on another website) of any part of our Site (including content, images and designs) without our prior written consent is strictly prohibited.

Requests for prior written consent should be addressed to the following email:  
[info@sophiamecum.com](mailto:info@sophiamecum.com)

You may provide links to our Site as long as

- a) you clearly give credit to us as the author,
- b) include a hyperlink to our Site,
- c) you do not remove or obscure any portion of our Site by framing or otherwise,
- d) your website does not engage in illegal or pornographic activities, and
- e) provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not provide links in such a way as to suggest any form of association, approval or endorsement on our part without our prior written consent.

You must not provide links from any website that is not owned by you.

You must cease providing links to our Site immediately upon our request.

## **Reliance on Content**

The Content of this Site is meant for informational purposes only and is not intended to amount to professional or specific advice on which reliance should be placed.

Please refer to our disclaimer for further information

Every effort has been made to only provide complete and accurate information. However, we disclaim all responsibility and liability arising from any inaccuracies and any reliance placed on the information presented on this Site and shall not be liable for any damages or harm.

## **Content You Submit to Us**

You may be provided with the ability to upload, display, post, transmit, send, email or otherwise submit to us on the Site, a membership area, a section of the Site behind a paywall, or on any of our social media accounts, content in the form of text, files, images, photos, video, sounds, musical works, works of authorship, applications, or any other materials (the "content", or "content you submit to us").

You expressly acknowledge and agree that once you submit the content to us, it will be accessible by others, and that there is no confidentiality or privacy with regard to such content, including, without limitation, any personally identifying information that you may make available.

You, and not us, are entirely, and solely, responsible for all the content you submit to us. We do not claim ownership rights in the content you submit to us. However, you hereby grant to us a non-exclusive, fully paid and royalty-free, worldwide, perpetual license to modify, compile, combine with other content, copy, record, synchronize, transmit, translate, format, distribute, publicly display, publicly perform, and otherwise use or exploit (including for profit) such content and all intellectual property and moral rights therein, including, without limitation, distributing part or all of the Site in any media formats through any social media channels or technology now known or hereafter devised.

You represent and warrant that

- the content you submit to us is your original creation or you own the content or otherwise have the right to grant the license set forth above
- the content you submit to us does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person,
- the content you submit to us does not result in a breach of contract between you and a third party,
- the content you submit to us does not contain any libelous, defamatory, or obscene material or content that violates our terms of use or those of our social media accounts.

You agree to be held solely liable for any damages resulting from any infringement of copyrights, trademark or other proprietary rights of the content you submit to us and for all royalties, fees, and any other monies owing any person by reason of the content you submit to us, and you agree to indemnify, defend, and hold our company and its successors, officers, directors, agents, shareholders, and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages arising out of, or in connection with the content you submit to us.

## **Limitation of Liability**

In no event will our company or its directors, employees, or agents be liable to you or any third person for any direct, indirect or consequential loss or damage incurred in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.

## **Prohibited Use**

As a condition of your use of the Site, you warrant that you will not use the Site for any purpose that is unlawful or prohibited by these Terms.

You are prohibited from violating or attempting to violate any security features of the Site; damaging, disabling, or impairing or attempting to damage, disable or impair the Site; gaining or attempting to gain unauthorized access to any portion or feature of the Site; interfering with or causing disruption in the operation of the Site; modifying, reverse-engineering, decompiling, disassembling, participating in the transfer or sale, creating derivative works or attempting to modify, reverse-engineer, decompile, disassemble, participate in the transfer or sale, create derivative works, or in any way exploit, in whole or in part, any of the content available on the Site.

You agree to use the Site for lawful purposes only and any violation of any provision contained in these Terms may subject you to civil and/or criminal liability.

## Comments

When you leave a comment on our Site, your comment will be publicly available to other visitors of this Site.

For spam detection purposes, we collect the data shown in the comments form, and also your IP address and browser user agent string in accordance with our [Privacy Policy](#).

An anonymized string created from your email address (also called a hash) may be provided to the Gravatar service to see if you are using it. The Gravatar service privacy policy is available here: <https://automattic.com/privacy/>. After approval of your comment, your profile picture is visible to the public in the context of your comment.

If you leave a comment on our Site, you may opt-in to saving your name, email address and website in cookies. These are for your convenience so that you do not have to fill in your details again when you leave another comment. These cookies will last for one year.

Your comment may be checked through an automated spam detection service.

You can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

We reserve the right to remove any comment that we determine to be unlawful, inappropriate, offensive or otherwise objectionable or in violation of intellectual property laws or these Terms.

## **Privacy Policy**

While using this Site, you may provide certain personally identifiable information, such as your name, email address or IP address.

We process information about you in accordance with our Privacy Policy.

By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

## **Links to Other Sites**

This Site may from time to time contain links to third-party sites.

We have no control over and assume no responsibility for the content or practices of any third-party Sites or for any loss or damage that may arise from your use of them.

We recommend that you review the privacy policy and terms and conditions of those third-party sites. Once you leave our Site, you are no longer governed by our Terms of Use.

## **Embedded Content from Other Sites**

Content on this Site may include embedded content (e.g. videos, images, articles, etc.).

Embedded content from other sites behaves in the exact same way as if the visitor has visited the other website.

These sites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracing your interaction with the embedded content if you have an account and are logged in to that site.

## **Affiliate Links & Advertising**

We may have a financial relationship with some of the merchants we mention.

We may accept compensation for advertising and sponsorships from merchants, commercial partners, and ad networks.

This Site may contain affiliate links, which means we may get compensated at no extra cost to you if you make a purchase through a link.

We are a participant in the Amazon Services LLC Associates Program, an affiliate advertising program designed to provide a means for us to earn fees by linking to Amazon.com and affiliated sites.

Our editorial content, including the opinion we express on products, services and merchants are not influenced in any way by advertisers or affiliate partnerships.



We only endorse products, services and merchants that we have personally used/tested and consider of the highest quality standard.

## **Use of Downloadable Digital Content/Course Content**

When purchasing a digital product or course from our Site or downloading a free digital product in exchange for your email address from our Site, you are granted a limited, personal, non-exclusive, non-transferable license of our materials for your personal or internal business use only.

You acknowledge and agree that under this license you have no right to:

- modify, copy, reproduce or sell the materials;
- use the materials for any commercial purpose;
- decompile or reverse engineer;
- remove any copyright or other proprietary notations from the materials;
- transfer the materials to another person;
- create derivative works based upon the materials;
- offer any competing products based upon the materials.

## **Refund and Return Policy**

If you have purchased a physical item directly from our Site and you are not pleased with your purchase, we may refund your purchase price minus shipping costs within thirty (30) days of your purchase provided that

- the item is in its original packaging, including instruction manuals and all accessories;
- the item is unworn, unopened, unused and in its original condition;
- receipt or alternative proof of purchase are produced.

If you wish to request a refund or a replacement, notify us in writing at [info@sophiamecum.com](mailto:info@sophiamecum.com) and we will provide you with instructions on how to return the item in a timely manner.

When issuing a refund, if the item was purchased using a particular payment method you will be refunded using the same payment method in reverse.

## **Refund of Digital Products/Course Fees/Membership Fees**

Due to the nature of digital content, all purchases of digital products, courses and memberships from our Site are final unless a refund is required under relevant consumer protection laws.

## **Governing Law**

These Terms of Use and any dispute or claim arising from or in connection with them shall be governed in accordance with the laws of State of Arizona; without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

**RECOMMENDED**

## **Termination**

We reserve the right to terminate your rights under these Terms without notice if you fail to comply with any of these Terms.

## **Indemnification**

You agree to indemnify, defend, and hold us and our partners, consultants, agents, officers, directors, employees, subcontractors, successors, service providers, and affiliates free from any liability, loss, claim, and expense, including reasonable attorney fees, related to your violation of these Terms, your use of our Site or your infringement, of any intellectual property or other rights of any person or entity.

## **Amendments**

We reserve the right to revise these Terms of Use at any time by amending this page.

All updates will be posted on this page and you are expected to check this page from time to time to take notice of any changes.

If you do not agree with the changes to these Terms of Use, you can choose to discontinue the use of our Site.