

Terms of Service

This Terms of Service is for the courses and programs for Beyond Burnout (known as 'the Program') and governs the terms of use by its subscribers, customers, vendors, students (known as 'users'). The Program uses MemberVault to deliver courses and programs (known as 'the Site').

By visiting our Site and/or purchasing something from us, you engage in these Terms of Service. The Program maintains the Site and any courses offered upon agreement to the following terms. Please read the terms carefully before using the Site or engaging in services. Use of this Site indicates acceptance of these Terms of Service and forms a binding agreement between you and the Program. If you do not agree to these terms, do not use this Site or engage in any Program services.

Use of Site

The Program provides various videos, materials, documents, information, quizzes, questions, articles and other information in courses offered through this Site (Materials).

The Program authorises each user a limited license to access the Site and view and download the Materials for their own personal use, not for your own business/commercial use or in any way that earns you money, unless we give you written permission that you may do so. Users purchase a single license only and cannot share their access or materials with another party. Access to the Program and the Site is provided for a fixed term period from the date of purchase. When not specified this is a 12 month fixed period. Purchasing a membership offers a set period of access, eg. 3 months access.

Users can make no modifications to the Materials and the Program retains all copyright over the original Materials or any copies of the Materials. Users may not modify the Materials at this Site in any way or reproduce, share or distribute them. Users will keep all Materials confidential, and will not sell, auction, loan, rent, give away, describe, summarise, or otherwise reveal the Materials or their contents, to any other person or entity.

By accessing or using the Site and its content, you represent and warrant that you are at least 18 years old. Any registration by, use of or access to the Site and its content by anyone under age 18 is unauthorised, unlicensed and in violation of these terms.

Any breach of these Terms of Service automatically terminates your authorised use of the Site.

Copyright Notice

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Accuracy, Completeness and Timeliness of Information

We are not responsible if information made available on this site is not accurate, complete or current. The Materials provided at this Site are provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property.

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions 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.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.

The Program may make changes to the Materials at this Site, or to the services and prices described in them, at any time without notice. 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.

Modifications to the Services and Pricing

We have made every effort to describe as accurately as possible the product and services that are offered. All descriptions of products or services and their pricing are subject to change at any time without notice, at the sole discretion of the Program.

We reserve the right to refuse any purchase you place with us. 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. We reserve the right to limit or prohibit purchases that, in our sole judgment, appear to be placed by competitors.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) 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.

Accuracy of Billing and Account Information

In the event that we make a change to or cancel a purchase, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the purchase was made.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Refund and Cancellation Policy

All purchase of digital or intangible products, pdf downloads, resource material, and online content are deemed 'used' after download or opening. These products are non-refundable if you simply change your mind.

Refunds will be considered in cases where the product does not match the written description. When a refund is requested, we require a detailed description of how the product failed to meet your expectations so that we can make improvements to the product or the description we use to advertise it.

For all digital products, you have 5 working days to raise an issue, after that time all sales are final. You can raise an issue by writing to: sarah@sarahvizer.com.

For coaching services, coaching is built on personal responsibility and accountability and your purchase of coaching packages or sessions indicates your commitment to participate in the process and follow through to its conclusion. However, we also understand that unexpected events can happen. Refunds and cancellations will be considered on an individual basis, at the discretion of Sarah Vizer.

In general these guidelines apply for coaching refunds and cancellations:

- We do not offer any refunds for services that have been delivered.
- Once we have scheduled sessions, they are considered set appointments. However, if necessary, you may request to reschedule a session, providing at least 24 hours advance notice.

- Any missed sessions or cancelled sessions with less than 24 hours advance notice will be forfeited.
- If you are late for an appointment please understand that respecting following clients, we may still need to finish at the agreed time. However if you have not made yourself available within 15 minutes of the agreed start time it will be presumed that you have cancelled.
- It is rare, but it does happen that a coach and client may be ill-matched and it is best for both parties to go their separate ways. In this circumstance we will discuss any refund that will be available.

Third Party Tools

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party tools.

Any use by you of tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

Third Party Links

Certain materials, products and services may include materials from third-parties. Links to external websites are provided solely as a convenience to you. The Program has not reviewed all of these external websites, does not control and is not responsible for any of these sites or their content. If you decide to access any of the external websites linked to this Site or in any Materials, you do so entirely at your own risk.

User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example feedback surveys) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree you are representing that you are the owner of all such materials and you are at least 18 years old. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site or any related website for violating any of the prohibited uses.

Disclaimer of Warranties: Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of our service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or

implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Indemnification

You agree to indemnify, defend and hold harmless the Program and subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Termination

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, the Program reserves the right to refuse or terminate your access to the Site and Materials, in full or in part, at any time without notice. You will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

In the event of cancellation or termination, you are no longer authorised to access the part of the Site affected by such cancellation or termination. The restrictions imposed on you in these Terms of Service will still apply now and in the future, even after termination by you or us.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement

The failure of the Program to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on the Site or in respect to our services constitutes the entire agreement and understanding between you and us and govern your use of the service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Changes to this Terms of Service

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to modify these terms at any time, so please review it frequently. The 'Last updated' advice at the top of this Terms of Service indicates when this document was last revised. Changes and clarifications will take effect immediately upon their posting on the Site. If we make material changes to this policy, we will notify you in this document that it has been updated.

Questions and Contact Information

Questions about the Terms of Service should be sent to: sarah@sarahvizer.com