

Terms of Use for Membership

Please also read our Privacy Policy here. <https://thenelsonshop.com/policies/privacy-policy>

This agreement is between **The Nelson Company** and you (the licensee). The Nelson Company grants you a license to access **Empowered & Free Membership Community** subject to the Terms of Use below.

Use and Consent

Please read these Terms of Use carefully and in their entirety before purchasing, accessing, and/or using a membership from The Nelson Company, www.thenelsonshop.com, and Empowered & Free Membership Community (hereinafter “we,” “our,” “us”).

You, as a visitor and/or user of our website and Empowered & Free Membership Community, agree to these Terms of Use, and your access and/or use of Empowered & Free Membership Community constitutes your voluntary acceptance to be bound by these terms, whether you have read them or have had the opportunity to read them and have chosen not to.

Empowered & Free Membership Community is not intended for persons under the age of 18. If you are under the age of 18, you may **not** use or view Empowered & Free Membership Community.

Intellectual Property Protection and Personal Use

The materials contained in Empowered & Free Membership Community, including, but not limited to, videos, photos, graphics, designs, and other files, are the proprietary property of The Nelson Company and are protected by United States intellectual property rights.

The Nelson Company grants you a single non-transferable license to download, view, copy, and/or print portions of Empowered & Free Membership Community **solely for your personal, non-commercial use [with respect to your business]**. You may not share the cost of Empowered & Free Membership Community or the membership itself with any third party. You may not share your login credentials for Empowered & Free Membership Community with any third party for any reason. You may not sell or transfer your Empowered & Free Membership Community membership or any of the content and/or materials contained therein to any third party.

Upon the termination of this license, you shall delete and/or destroy all downloaded and/or printed copies of the materials from Empowered & Free Membership Community obtained during your membership.

Any other use of the materials in Empowered & Free Membership Community, including, but not limited to, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.

You agree that you will not use the contents of and materials in Empowered & Free Membership Community to create a competing membership, product, or service.

You agree that you will not use Empowered & Free Membership Community in any manner that constitutes an infringement of our intellectual property rights. Unauthorized use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

Your License to Us

When you submit any post, comment, image, or other content that you upload, publish, or display on or through Empowered & Free Membership Community (“User Content”), you grant to us a perpetual, non-exclusive, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes.

You retain the right to remove your User Content at any time.

If you remove your User Content, the license granted to us expires but we retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

User Limitations

You agree that you will not post, transmit, upload, or otherwise make available any User Content that is harmful, threatening, defamatory, unlawful, abusive, harassing, obscene, vulgar, hateful, or otherwise objectionable.

You agree to use Empowered & Free Membership Community for lawful purposes only.

Legal and Financial Disclaimer

You understand and agree that Empowered & Free Membership Community is intended to provide information and education. You agree that the information provided is not business, financial, or legal advice.

You should consult with an attorney, accountant, and/or financial advisor in your area who understands your particular business and financial situation so that you can take the right steps for you and your business.

Earnings Disclaimer

You understand and agree that Empowered & Free Membership Community is intended to provide information and education to assist you in attaining your goals.

You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. There are no guarantees of any kind as to your earnings and income.

Medical Disclaimer

You understand and agree that Empowered & Free Membership Community is intended to provide information and education and is not intended as medical, psychological, or psychiatric advice and is not intended to provide diagnosis, treatment, prevention, cure or guarantee.

The information provided is not a substitute for professional medical, psychological, or psychiatric advice, diagnosis, or treatment for your individual condition and circumstance. You should consult with a licensed and/or registered health care professional about your individual condition and circumstance. You warrant that you have submitted to a physical examination and have a physician's approval to participate or are participating without the approval of a physician of your own volition and at your own risk.

You should always consult with a licensed and/or registered health care professional before making any health or dietary changes or beginning any exercise program. If you are pregnant, nursing, obese, diabetic, or have any other medical or mental condition, you should follow the supervision of a licensed and/or registered health care professional.

By starting any exercise program, you assume all risks of injury, dangers, and/or hazards as a result of doing so. You should use any equipment shown in any exercise program as demonstrated only.

Do not stop taking any prescribed medications or disregard or delay seeking medical advice based on any information contained in Empowered & Free Membership Community.

No Warranty or Liability

The information provided in Empowered & Free Membership Community is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete. You agree that we are not responsible for the accuracy of Empowered & Free Membership Community or for any errors or omissions in its materials or contents.

THE INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

YOU AGREE THAT The Nelson Company AND Empowered & Free Membership Community ARE NOT LIABLE TO YOU OR OTHERS IN ANY WAY FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF Empowered & Free Membership Community OR ITS MATERIALS OR CONTENT, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, AND/OR SPECIAL DAMAGES.

YOU AGREE THAT The Nelson Company AND Empowered & Free Membership Community ARE NOT LIABLE FOR ANY LOSS INCURRED BY YOU OR YOUR BUSINESS, INCLUDING, BUT NOT LIMITED TO, LOSS OF CLIENTS, LOSS OF GOODWILL, LOSS OF INCOME OR REVENUE, LOSS OF ANTICIPATED INCOME, LOSS OF SALES, LOSS OF DATA, COMPUTER FAILURE, COMPUTER VIRUS OBTAINED BY USE OF OUR WEBSITE OR ITS CONTENT, OR MEMBERSHIPS PURCHASED THEREFROM, OR VIA MATERIALS REQUESTED THROUGH EMAIL, OR ANY OTHER SIMILAR ISSUE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND.

The Nelson Company AND Empowered & Free Membership Community's CUMULATIVE LIABILITY FOR ANY LOSS OR DAMAGE TO YOU OR OTHERS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED \$300 (USD).

We expressly exclude any liability to the fullest extent of the law.

By accessing and/or using Empowered & Free Membership Community, you agree to this limitation of liability and release The Nelson Company and Empowered & Free Membership Community from any and all claims.

Indemnification

You agree at all times to defend, hold harmless, and indemnify The Nelson Company and Empowered & Free Membership Community and any affiliates, agents, or other party associated with The Nelson Company and Empowered & Free Membership Community, from any cause of action, lawsuits, judgments, including attorney's fees and costs, arising from your use of our website or its content, or memberships purchased therefrom, as well as any third party claims of any kind arising from your actions in relation to our website and/or Empowered & Free Membership Community.

Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

No Formal Endorsements

Any reference or link to any other companies, events, services, or products, in Empowered & Free Membership Community does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.

You understand and agree that you must use your own judgment to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.

You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Affiliate Disclosure

We may choose to provide an affiliate link to products and/or services that we believe align with Empowered & Free Membership Community. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.

You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

Third Party Links

We may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by The Nelson Company and Empowered & Free Membership Community. If you use those links, you leave Empowered & Free Membership Community.

You agree that The Nelson Company and Empowered & Free Membership Community are not responsible for the content, availability, or accuracy of other websites that may be linked to Empowered & Free Membership Community. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.

By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that The Nelson Company and Empowered & Free Membership Community are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.

By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from The Nelson Company's and Empowered & Free Membership Community's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

Recurring Payments

Empowered & Free Membership Community is an ongoing and recurring subscription. The credit card information you provide at time of check out will be charged in accordance with the membership type that you purchase. All charges are in USD.

Empowered & Free Membership Community offers the following membership types:

Monthly Membership: A monthly membership is valid for 30 days from the date you join Empowered & Free Membership Community (your anniversary date). Your credit card will be charged each month on your anniversary date until such time as your membership is terminated by you or us.

Annual Membership: An annual membership is valid for 365 days from the date you join Empowered & Free Membership Community (your anniversary date). Your credit card will be charged each year on your anniversary date until such time as your membership is terminated by you or us.

Lifetime Membership: A lifetime membership is valid in perpetuity for so long as Empowered & Free Membership Community is offered. The Nelson Company reserves the right to discontinue Empowered & Free Membership Community at any time for any reason.

We do not offer a month-to-month membership (the purchase of one month at a time).

You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf. You understand and agree that your failure to pay any outstanding balance due does not cancel your obligation to pay said amount (including any surcharge for any failed payment), whether or not you remain an active member.

We reserve the right to refer collection of the outstanding balance to an attorney or collections agency. If your outstanding balance is referred to an attorney or collections agency, you shall pay all reasonable attorney's fees or collections agency fees.

All of the personal information that you provide as part of the purchase process for our membership may be collected by both us and our third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

Our third-party payment processing providers may have privacy policies and terms and conditions that differ from ours. We have no liability or responsibility for the independent policies of our third-party payment processing providers. You are encouraged to read the independent policies contained on the third-party payment processing providers' websites.

You understand and release us from liability for any damage or loss caused by your purchase from our website or by your dealings with our third-party payment processing providers.

Refunds

[a] Due to the extensive time and effort that goes into Empowered & Free Membership Community, there is no refund policy.

We do not tolerate or accept any type of chargeback from your credit card company.

Termination of Membership

Your membership is effective until such time as it is terminated by either you or us.

You have the right to terminate your Empowered & Free Membership Community membership at any time for any reason.

[a] You may terminate your membership by notifying The Nelson Company in writing via email at hello@thenelsonshop.com. Please allow 3 business days from receipt for us to process your termination request.

The Nelson Company reserves the right to terminate your membership at any time for any reason, including due to your breach of these Terms of Use.

Upon the termination of your membership, you shall stop representing yourself as a member of Empowered & Free Membership Community and delete and/or destroy all downloaded and/or printed copies of the materials from Empowered & Free Membership Community obtained during your membership.

Dispute Resolution and Jurisdiction

These Terms of Use shall be governed and construed according to the laws of the State of Connecticut, without regard to conflict of laws principles. The nearest state and federal court to Hartford, Connecticut shall have exclusive jurisdiction over any case or controversy arising from your access and/or use of our website or its content, or Empowered & Free Membership Community.

By accessing and/or using Empowered & Free Membership Community, you submit to the exclusive jurisdiction and venue of these courts and waive any defense of forum non conveniens.

In the event that The Nelson Company must make a claim for any breach of these Terms of Use by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover attorney's fees and costs.

Severability

If any provision of these Terms of Use shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS OF USE, PLEASE CONTACT: Allison Nelson, hello@thenelsonshop.com.

11/18/2019