

## **TERMS OF SERVICE**

By accessing 'Dress to Impress—Yourself!' (the "Program") from Total Image Consultants (the "Company," "we," or "us"), you and the Company agree to the following legal terms and conditions, without modification, and you acknowledge reading them:

### **ACCESS TO PROGRAM**

The Program includes, but is not limited to, course content, written content, recorded videos and audio content and discussions in Program related forums (collectively, "Materials").

The Program and Materials may only be accessed by you - the individual who is the customer on record with the Company. You agree that the Program and Materials, including any usernames or passwords, may only be used by you as permitted herein and may not be sold or distributed without the Company's express written consent.

Your access to the Program may be revoked for failure to abide by these Terms of Service or for failure to make timely and full payments to the Company for your purchase of the Program.

### **ACCOUNT CREATION**

In order to use the Program, you may be required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you provide will always be accurate, correct and up to date.

### **OUR INTELLECTUAL PROPERTY**

You agree that the Program and Materials contain proprietary information that is owned by the Company and is protected by copyright, trademark and other applicable intellectual property laws. You will not use the Program or Materials in a manner that constitutes an infringement of the Company's rights or that has not been authorized by the Company. The use of the Company's Program or Materials, except as permitted herein, is strictly prohibited and infringes on the intellectual property rights of the Company and may subject you to civil and criminal penalties, including possible monetary damages, for infringement on the Company's intellectual property rights.

Company grants you a limited, personal, non-exclusive, non-transferable license to access the Program and Materials for your own personal and non-commercial use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, sell, distribute, duplicate, lease, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Program or Materials in any manner or medium (including by email or other electronic means). You shall not remove any copyright notice or author designation from any part of the Program and Materials.

### **REFUND POLICY**

Within 30 calendar days of the Program Start Date, you may request a refund of the amount you paid for the Program. The Program Start Date is defined as the first day the Company provided you access to the Program. To be eligible for a refund, you must demonstrate the following to the Company's satisfaction:

- That you did all the homework assignments and exercises in full in each module
- Joined and participated in the Facebook group
- Have a brief conversation by phone with Ginger Burr (no pressure—this is just to explore and see how I can help)

Requests for refunds will not be honored 31 calendar days after the Program Start Date and any outstanding balance owed to the Company for the Program must be paid in full.

### **CUSTOMER SUPPORT**

Email support for the Program will be available at [ginger@totalimageconsultants.com](mailto:ginger@totalimageconsultants.com) while the Program is in session.

### **CUSTOMER FEEDBACK**

With your prior permission, you agree that the Company has the right to use your feedback whether in the form of emails, surveys, comments, discussions in Product related forums, coaching calls, or otherwise, for the purposes of marketing or promoting the Program.

## **LAWFUL PURPOSES**

To access or use the Program, you must be at least eighteen (18) years old and have the requisite power and authority to enter into these Terms of Service. You may use the Program for lawful and legitimate purposes only. You agree to be financially responsible for all purchases made by you, You shall not post or transmit through the Program any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

## **REFUSAL OF SERVICE**

We reserve the right to refuse access to the Program to any person or entity, without the obligation to assign reason for doing so. We may at any time change or discontinue any aspect or feature of the Program, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

We reserve the right to immediately remove you from the Program without refund if you violate these Terms of Service.

## **ERRORS, INACCURACIES, AND OMMISIONS**

Information provided about or in the Program or Materials is subject to change. Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current or error-free. Company disclaims all liability for any inaccuracy, error or incompleteness in the Program or Materials.

## **RELATIONSHIP OF THE PARTIES**

You agree that Company is acting as an independent contractor and that no partnership or joint venture is created between us.

## **DISCLAIMER**

By purchasing the Program, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your wardrobe or personal style results of any kind. The Company does not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing in our Program is a promise or guarantee to you of such results.

## **THIRD PARTY RESOURCES**

The Program or Materials may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **LIMITATION OF LIABILITY**

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE TRANSACTIONS IT CONTEMPLATES (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) AND IRRESPECTIVE OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE PRICE THE CUSTOMER ACTUALLY PAID TO THE COMPANY FOR THE PROGRAM.

## **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Program. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

## **GOVERNING LAW; VENUE; MEDIATION**

The Terms of Service shall be governed by the laws of the State of Massachusetts, and any disputes arising from it must be handled exclusively in the federal and state courts located in County of Essex, Massachusetts. We agree to attempt to resolve any dispute, claim or controversy arising out of or relating to the Terms of Service by mediation. We further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

**RECOVERY OF LITIGATION EXPENSES**

If any legal action or any arbitration or other proceeding is brought for the enforcement of the Terms of Service, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Terms of Service, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**ENTIRE AGREEMENT; WAIVER**

The Terms of Service constitutes the entire agreement between you and the Company pertaining to the Program and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of the Terms of Service by Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Company.

**CHANGED TERMS**

We reserve the right to update our Terms of Service at any time. Such amendments are effective immediately by us posting the new Terms of Service on this Program website at [www.totalimageconsultants.com](http://www.totalimageconsultants.com). Any use of the Program by you after an amendment is made means you accept these amendments.

**EFFECT OF HEADINGS**

The subject headings of the paragraphs of the Terms of Service are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

**SEVERABILITY**

If any term, provision, covenant, or condition of the Terms of Service is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms of Service shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**ASSIGNMENT**

Nothing in these Terms of Service, express or implied, will confer upon any person or entity not a party to these Terms of Service, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of these Terms of Service, except as expressly provided herein.

**OUR PRIVACY POLICY**

Please review our Privacy Policy located at <https://totalimageconsultants.com/privacy-policy/>.

**Effective Date:** November 13, 2018