### **Terms of Service**

Effective Date: 8/7/2025

Welcome to <a href="https://www.mkhemingway.com">www.mkhemingway.com</a> (the "Site"), operated by MK Hemingway Consulting, LLC ("Company," "we," "us," or "our"). By accessing or using this Site, you agree to be bound by these Terms of Service ("Terms") and our <a href="https://www.privacy.policy">Privacy Policy</a> (the "Agreement"). If you do not agree with these Terms, please do not use the Site.

#### 1. Use of the Site

You agree to use the Site in accordance with all applicable laws and regulations. You may not:

- Use the Site for any unlawful purpose
- Attempt to gain unauthorized access to any part of the Site
- Interfere with or disrupt the operation or security of the Site
- Use the Site to distribute unsolicited or unauthorized advertising (spam)

We reserve the right to suspend or terminate your access to the Site at our sole discretion and without notice if we believe you are violating these Terms.

#### 2. Services Offered

MK Hemingway Consulting, LLC provides coaching and consulting services to individuals, professionals, and organizations. All services are subject to the terms outlined in service agreements, which may be separate from this website.

We reserve the right to modify, discontinue, or refuse service to anyone for any reason at any time.

### 3. Intellectual Property

All content on the Site, including text, images, logos, graphics, videos, downloads, and other material ("Content") is owned by or licensed to MK Hemingway Consulting, LLC and is protected by U.S. and international copyright, trademark, and other intellectual property laws.

You may not reproduce, distribute, modify, or otherwise use any Content without our prior written permission.

## 4. Payments and Refunds

If you purchase services or products through the Site, you agree to pay all applicable fees. Payment terms will be outlined at the time of purchase or in your service agreement. Unless otherwise stated, all fees are non-refundable.

If you have questions or concerns about a payment, please contact us at <a href="mickey@mkhemingway.com">mickey@mkhemingway.com</a> .

### 5. Disclaimer of Warranties

This Site and the services provided are offered "as is" and "as available" without warranties of any kind, either express or implied. We do not guarantee:

- That the Site will be error-free or uninterrupted
- That the information provided is accurate, complete, or current
- That using the Site will result in specific business or personal outcomes

Coaching and consulting are not substitutes for professional legal, medical, financial, or mental health advice. You are solely responsible for decisions and actions taken based on our services or site content.

### 6. Limitation of Liability

To the fullest extent permitted by law, MK Hemingway Consulting, LLC shall not be liable for any direct, incidental, special, or consequential damages resulting from:

- Your use or inability to use the Site
- Any errors or omissions in the Site's content
- · Services purchased through the Site

This limitation applies even if we have been advised of the possibility of such damages.

## 7. Third-Party Links

Our Site may contain links to third-party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of those third-party sites.

### 8. Governing Law

These Terms are governed by the laws of the **State of Idaho**, without regard to its conflict of law provisions. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the courts in Idaho.

# 9. Changes to These Terms

We may update these Terms at any time. When we do, we will revise the "Effective Date" at the top of this page. Your continued use of the Site constitutes your acceptance of any revised Terms.

### 10. Contact Us

If you have any questions about these Terms, please contact us at:

# MK Hemingway Consulting, LLC

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Email: mickey@mkhemingway.com

**Phone:** 208-610-0342