

Terms of Service

TERMS OF PARTICIPATION

Please read carefully. By purchasing this product, the following Terms and Conditions are entered into by Heather Stuess Land dba Gutsy Cooking ("Company", "we", or "us") and You ("Client" or "You") agree to the following terms stated herein.

MEMBERSHIP/SERVICE

Heather Stuess Land dba Gutsy Cooking (herein referred to as "Heather Stuess Land dba Gutsy Cooking" or "Company") agrees to provide Membership, "Gutsy Cooking Membership" (herein referred to as "Membership") identified in the online commerce shopping cart. As a condition of participating in the Membership, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Membership, the Company shall provide the following to the Client:

A Password Protected Membership Site Area: The Company shall maintain a Membership Area that will include video, audio and written lessons, worksheets, checklists, and other training and support information. You shall have access to this Membership Area for as long as the Membership Area exists unless you or we terminate your subscription. In the event that Company intends to close the Membership Area, it shall provide clients with a 30-day notice.

Membership Discussion Group: The Company shall create and maintain a private group for students of the Membership. This is a community-run group, meaning that students are encouraged to help each other. The Company is charged with overseeing the group and ensuring that it runs smoothly.

From time to time, the Company will offer bonuses to individuals who sign up for the Membership. You shall be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the Membership and they vary depending on specific live and automated promotions throughout the year.

DISCLAIMER

The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this

Agreement, each of those agreements and policies shall apply fully to your participation in the Membership.

Client understands Heather Stuess Land (herein referred to as "Consultant") and Heather Stuess Land dba Gutsy Cooking, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this Membership. If the Parties wish to continue their relationship, they shall execute a separate agreement.

FEES

COURSES

In consideration of Your access to Courses, You agree to pay the annual or monthly fees listed on the checkout page for the Course you choose.

In the event that any payment is not made by the due date, the Company shall immediately suspend Your access to the Course.

MEMBERSHIP

In consideration of Your access to the Membership, You agree to pay the annual or monthly fees listed on the checkout page for the Membership you choose.

You may choose between an annual payment of \$270 (due immediately) or monthly payments of \$27.

The Company will lock in Your annual or monthly payment amount for Your future Membership payments, even if we increase our prices in the future, so long as you continue to be an active subscriber without interruption in your Membership.

However, if You or we terminate Your subscription at any time and You re-

subscribe at a later date, You must purchase a new subscription at the current price and registration fee.

Recurring monthly payments are due and will be charged to your card on the same calendar day each month (if, for example, you sign up on April 15, your card will be charged again on May 15, June 15, and so on).

If You choose monthly payments, you agree to continue making a monthly payment until you request a cancellation according to the Cancellation Policy set forth below, or until we terminate your subscription. In the event that any payment is not made by the due date, the Company shall immediately suspend Your access to the Membership.

If You have chosen an annual Gutsy Cooking Membership subscription, the annual payment is due and Your subscription renews automatically at the end of twelve (12) months and Your debit/credit card will be charged the fee You chose at the time of purchase. Your subscription will be activated as soon as Your debit or credit card is successfully charged.

METHODS OF PAYMENT

You give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your monthly or annual fees, you must provide a new eligible payment method promptly or your Membership access will be removed.

You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Since we have a clear and explicit Refund Policy that you have agreed to prior to completing the purchase of the Membership, we do not tolerate or accept any type of chargeback or dispute threat or actual chargeback from your credit card company or payment processor. In the event that a dispute or chargeback is placed

on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

CANCELLATION POLICY

If you would like to cancel Your monthly subscription, You may request to do so at any time. However, please note that in order to avoid being charged for the next month, You must notify the Company of your request to cancel at least 3 business days before your next bill date. Once We process your cancellation request, You will no longer be charged. Payments for the next billing cycle will not be refunded, so please make sure to cancel at least 3 business days prior to Your upcoming billing date.

We do not provide any refunds for monthly subscriptions.

If you request to cancel an annual subscription at least 3 business days prior to the twelfth month after your purchase, any annual promotions, bonuses, or free months offered at the time of purchase will no longer be valid and we will issue a prorated refund for any full months left in the subscription at the monthly base rate.

The refund rate for annual subscribers will be prorated at the monthly rate of \$27 less any months used. If we cancel your subscription in accordance with the terms of this Agreement, we reserve the right to refuse to issue any refund. Should you request a cancellation, you will have until 3 business days before your cancellation date to withdraw your cancellation request.

Upon cancellation of your subscription (whether month-to-month or annual), you will no longer have access to the members-only portal and will be removed from the Discussion Group immediately.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: info@gutsycooks.com

To access certain features of the Membership, you may need a username and password. You agree to keep your username and password confidential. During the

registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Membership to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Membership, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

CONFIDENTIALITY

The Company respects the privacy of its clients and will take reasonable steps not to disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Membership, you hereby agree to respect the privacy of other Membership participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Membership participants outside of the bounds of the Membership unless you receive express written permission from such other participants to share the information. Similarly, the content of the Membership contains the Company's proprietary methods, processes, forms, templates, and other information. You agree not to share the information provided to You in the Membership with anyone other than the Company, its owners and employees, and other Membership participants.

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public.

By posting or submitting any material in the Membership, such as questions, comments, posts, photos, images, videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least 18-years-old. You are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us

the right to make it part of our current or future Membership or other content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you.

You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Membership at any time for any reason.

You also grant us the right to use your likeness and identify you by name, email address, or screen name as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you that reference the Company or the Membership, and to identify you as a member of the Membership by name, email address, or screen name, for any purposes, including commercial purposes and advertising.

You are strictly forbidden from the following:

- Causing damage to any Company website or third-party forums operated by the Company
- Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Collecting data from any Company website or third-party forums operated by the Company
- Sharing private and proprietary information from the Program or other participants with anyone else
- Discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels

The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow

these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within any online private forums or groups or on any group call. Therefore, Company shall not be held liable for any participant's comments, actions, posts, content or materials that result in another participant's trauma or discomfort.

You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, "shadow" or unofficial groups on social media or any other platform, or in-person meetups, based on interests or locality.

NO TRANSFER OF INTELLECTUAL PROPERTY; RESTRICTIONS ON USE OF COMPANY INTELLECTUAL PROPERTY

All content included as part of the Membership, such as text, graphics, logos, images, videos, worksheets, and guides, as well as the compilation thereof, and any software used in the Membership, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Membership are the trademarks of their respective owners.

Your participation in the Membership does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Membership, You agree to observe and abide by all copyright and other intellectual property protections.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Membership content and resources. You hereby agree that You will not copy, sell, display, distribute, modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Membership.

The Company content is not for resale. Your participation in the Membership does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Membership will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

Your use of any materials found in the Membership other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Membership in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the Membership, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Us that may not be adequately compensated by damages, entitling Us to obtain injunctive relief, without bond, in addition to all legal remedies.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide

Client with access to the Membership, which provides education and information. The information contained in the Membership, including any interactions with the instructors, is not intended as, and shall not be understood or construed as professional advice.

ACTS OF GOD AND REASONABLE CONTROL

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

MISCELLANEOUS

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Membership and/or any information and resources contained in the Membership. You agree that the Company shall not be liable to you for any type of damage, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Membership.

The information, software, products, and services included or available through the Membership may include inaccuracies or typographical errors. Changes are periodically added to the information in the Membership. The Company and/or its suppliers may make improvements and/or changes in the Membership at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Membership for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Membership, with the delay or inability to use the Membership or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Membership, or otherwise arising out of the use of the Membership, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Membership or any portion of it, your sole and exclusive remedy is to discontinue using the Membership.

ASSIGNMENT

Client may not assign this Agreement without expressed written consent of Company.

MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the Heather Stieß Land dba Gutsy Cooking's website and purchasers shall be notified.

TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Membership and the related services or any portion thereof at any time, if You become disruptive to the Company or other Membership participants, if You fail to follow the Membership guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees in the event of such termination. The restrictions imposed on you in these Terms with respect to the Membership intellectual property will still apply now and in the future, even after termination by you or the Company.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Membership and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Membership. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to Naples, FL.

EARNINGS DISCLAIMER

Every effort has been made to accurately represent our programs and the educational value they provide.

This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by Meta formerly Facebook, nor have they been reviewed tested or certified by Meta formerly Facebook.

By continuing to use our site and access our content, you agree that we are not responsible for any decision you may make regarding any information presented or

as a result of purchasing any of our products or services. Any claims or examples of actual results can be verified upon request.

OUR MINIMUM GUARANTEES

If you do not understand or agree with any of these conditions, please do not order this material. If you require further clarification, please contact info@gutsycooks.com