

## TERMS AND CONDITIONS

### **The Beauty Biz Agency, LLC**

("Company")

By participating in any coaching program, course, consulting service, or 1:1 support offered by **The Beauty Biz Agency, LLC** ("Program"), signing this Agreement, submitting partial or full payment, or accessing the Program Member Site ("Site"), you are agreeing to the following terms.

Please read this Agreement carefully before accessing or using any proprietary materials belonging to **The Beauty Biz Agency, LLC**, including any written, audio, or visual presentations or documents associated with the Program.

If you do not understand or accept this Agreement, do not access any Program materials and contact us immediately at **Admin@thebeautybizagency.com**.

This Service Agreement ("Agreement") is entered into and effective as of the date of purchase by you ("Client"), via your acceptance at checkout and/or on the Program sales page.

In consideration of the Company providing coaching, consulting, or educational services, the parties agree as follows:

### **1. Scope of Services**

(a) Program materials and information

(b) Coaching services and course access as outlined on the Program sales page at the time of purchase

The Program services outlined above are referred to as the "Services" or "Program."

(b) Services must be utilized during the Program term.

(c) Any additional services may require additional fees.

(d) Optional 1:1 sessions may be made available for purchase and are governed by this Agreement.

### **2. Client Duties**

(a) Compensation

Client agrees to pay the Program fee as a lump sum or via a payment plan, depending on the option selected at checkout.

Client understands that no invoice reminders will be sent.

If using a payment plan, each installment will be automatically charged every 30 days.

#### (b) Late Payment Fee

If a payment is more than 7 days late, a **10% late fee** will be charged.

Company may restrict access to the Program until the account is current.

#### (c) Chargebacks

Client agrees not to dispute charges.

Any accidental dispute must be immediately withdrawn.

Client is responsible for all attorney fees, collection costs, and fees associated with recovering payment.

#### (d) Tools

Client agrees to provide any tools, information, or documents needed for the Company to perform Services.

#### (e) Participation

Client acknowledges that their commitment and implementation of the Program material directly affects results.

Client must request support when needed.

### 3. Term

The Program term is defined on the Program sales page at the time of purchase.

Access ends when the Program term ends, unless otherwise stated.

Renewal requires a new Agreement.

### 4. Communication

Communication occurs via email or the designated Program portal.

Company Contact:

**Admin@thebeautybizagency.com**

Responses are provided within 24–48 hours (excluding weekends and holidays).

### 5. Cancellations and Refunds

#### (a) Cancellation by Client

Client may cancel participation at any time, but cancellation does **not** cancel payment obligations.

Client remains responsible for paying the full Program fee.

(b) Company-Initiated Termination

If Client engages in abusive or unprofessional behavior, Company may terminate access without refund.

All remaining fees remain due.

(c) Company Cancellation

If Company chooses to terminate the relationship, Client will be released from future payments and may receive a prorated refund for any unused term if paid in full.

(d) Non-Participation

Client's failure to participate is not grounds for a refund.

(e) Rescheduling

All group sessions occur as scheduled.

Recordings will be provided within 72 hours.

Missed calls do not qualify for refunds.

If Company must reschedule due to illness/emergency, reasonable effort will be made to reschedule.

(f) Refund Policy

Due to the nature of the services, **no refunds are provided** under any circumstance.

Chargebacks violate this Agreement.

(g) Pausing

Program access cannot be paused or put on hold.

(h) Force Majeure

Company may be excused from obligations in the event of natural disaster, war, acts of terrorism, pandemics, or other events outside of control.

## 6. No Guarantees

Company cannot guarantee results of the Program.

Client acknowledges that outcomes depend heavily on their participation, implementation, and individual circumstances.

Testimonials reflect possible, not guaranteed, results.

Company may provide referrals or affiliate links but does not guarantee third-party services.

Technical issues will be resolved within 72 hours if possible.

## **7. Confidentiality**

### **(a) Client Information**

Company agrees to keep Client information confidential.

### **(b) Participant Confidentiality**

Client agrees to keep fellow participant information confidential.

### **(c) Company Information**

Client agrees not to share any Company intellectual property, proprietary content, strategies, worksheets, videos, or materials.

### **(d) Non-Disparagement**

Client agrees not to make defamatory or disparaging statements about Company.

### **(e) Violations**

Violation of confidentiality is grounds for removal from the Program with no refund.

### **(f) Client Features**

Company may feature Client results/success unless Client opts out in writing.

## **8. Independent Contractor**

Company is an independent contractor, not an employee.

Client is not responsible for taxes, benefits, or insurance for Company.

## **9. Ownership of Intellectual Property**

All Program content is the exclusive property of **The Beauty Biz Agency, LLC**.

Client receives a **non-transferable, non-commercial license** for personal use only.

Client may not:

- Copy
- Share
- Sell

- Reproduce
- Distribute
- Modify
- Translate
- create derivatives
- Post
- or otherwise exploit Company content

All Program recordings and materials remain Company property.

## **10. Warranties**

Company will deliver services professionally and with reasonable care.  
Client warrants that they have the authority to enter into this Agreement.

No other warranties are expressed or implied.

## **11. Limitation of Liability**

Company is not liable for:

- lost profits
- business interruption
- indirect or consequential damages

Company's liability will not exceed the total fees paid.  
This section does not apply to breaches of confidentiality.  
Company does not provide legal, financial, therapeutic, or medical advice.

## **12. Entire Agreement**

This Agreement supersedes all prior agreements.  
Any modification must be in writing and signed by both parties.

## **13. Neutral Construction**

This Agreement shall not be construed against the Company as the drafter.

## **14. Changed Terms**

Changes must be mutually agreed upon and in writing.

## **15. Assignment**

This Agreement binds both parties and their successors.  
Client may not assign rights without Company approval.

## **16. Notices**

All notices must be sent to:

### **The Beauty Biz Agency, LLC**

*Email:* Admin@thebeautybizagency.com

*Mailing Address:* 1410 County Road 3451, Paradise, Texas 76073

Notices to Client are sent to the email provided during purchase.

## **17. Governing Law**

This Agreement is governed by the laws of **the State of Texas**  
Venue for disputes is the county where Company is located.

Parties agree to attempt mediation before litigation.

## **18. Recovery of Fees**

The prevailing party in legal action may recover attorney fees and costs.

## **19. Severability**

If any provision is found invalid, the rest of the Agreement remains in effect.

## **Digital Acceptance**

Client agrees that checking the box at checkout constitutes a binding signature.