

## **Terms of Use**

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If you wish to purchase a service or product through our Website, you agree to these Terms of Use and our Terms and Conditions of Purchase for each product or service purchased. In the event of any conflict between these policies, the Terms and Conditions of Purchase shall control.

### **User Rights, Conduct, and Limitations**

Your privacy is important to us. Please review our Privacy Policy for information about what data we collect, how we collect your data, why we collect your data, how long we retain your data, when we may share your data, and your rights regarding your personal data.

If you are under 18, you must obtain parental consent to use this Website. In our sole discretion, we reserve the right to refuse service, remove or edit content, and terminate accounts.

You hereby acknowledge and agree that these Terms of Use are supported by reasonable, adequate, and valuable consideration including, but not limited to, your access to the information and resources provided through this Website.

Users may access and use this Website for lawful purposes only. By accessing this Website, you agree not to post, transmit, email, or in any other way make available content that infringes on the trademark, copyright, propriety, or privacy rights of any

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You agree not to post, transmit, email, or in any other way make available content that is obscene, defamatory, pornographic, sexually explicit, promotes violence, contains hate speech, or invades the privacy of another.

You agree not to access this Website to carry out commercial activity or transmit spam.

You agree not to use any robot, scraper, or spider to access this Website.

You agree not to interfere with advertisements or safety features on this Website in any way including blocking or obscuring such advertisements or safety features.

You acknowledge and agree that Horlander Financial Coaching, LLC, in its sole discretion, may remove any content it deems to violate these Terms or otherwise constitute a criminal offense, fraud, or potentially create civil liability.

In the event of third-party legal action against you arising from or relating to your use of this Website, you agree to hold harmless and indemnify Horlander Financial Coaching, LLC from any related claims or actions.

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Subject to the terms set forth in our Privacy Policy, no user submissions will be treated as confidential and your submission of data or information to us does not form a confidential or fiduciary relationship, nor does it create any expectation of confidentiality between you and Horlander Financial Coaching, LLC.

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Plano, TX 75094-1621

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If your billing information changes or your account or credit card is lost, stolen, or compromised, you must promptly inform us. If your purchase requires ongoing automatic payments and the credit card information you provided us with expires, you hereby authorize Horlander Financial Coaching, LLC to determine or obtain replacement expiration dates for your credit card in order to process your authorized payment.

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### **Indemnification**

BY ACCESSING AND USING THIS WEBSITE, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS HORLANDER FINANCIAL COACHING, LLC FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, EXPENSES, LIABILITIES, CAUSES OF ACTION, AND/OR CLAIMS ARISING OUT OF OR RELATED TO YOUR BREACH OF THESE TERMS, YOUR VIOLATION OF THIRD PARTY RIGHTS, OR YOUR MISUSE OF THIS WEBSITE OR OUR CONTENT.

## **Termination**

Any violation of these Terms of Use may lead to termination of user's access to this Website and/or appropriate legal action. In our sole discretion, we may, for any reason, limit, restrict, suspend, or terminate your access to this Website without prior notice or liability.

## **Jurisdiction**

The terms of this Agreement will be governed by the laws of the State of Texas. The state and federal courts located in Texas will have exclusive jurisdiction over any case or controversy arising from or relating to this agreement, use of this Site, or any products or services provided by Horlander Financial Coaching, LLC or disputes arising out of or relating to your use of this Website. You hereby unconditionally and irrevocably consent to the personal and subject matter jurisdiction of the federal and state courts of the State of Texas for purposes of any claim or action arising out of or relating to these Terms.

By accessing or using this Website, you consent irrevocably to personal jurisdiction in such courts in relation to any matter in connection with your use of this Website or use of services provided by or products purchased from Horlander Financial Coaching, LLC and waive any defense of forum non conveniens. Through your access and use of this Site, you are deemed to have knowingly and voluntarily waived any right to a trial by jury in any case or controversy related to this Agreement, use of this Website, or any services provided by or products purchased from Horlander Financial Coaching, LLC.

## **Dispute Resolution**

If a dispute arises from or relating to this Agreement, our Content, or Website, and the Parties are unable to settle the dispute through direct communication, the Parties agree to first try to settle the dispute by mediation with the help of a mutually agreed upon mediator in Texas. The Parties shall share any costs and fees related to the mediation equally, other than attorney fees. If mediation does not resolve a controversy or claim arising out of or related to this Agreement, the Parties further agree that any unresolved controversy or claim arising out of or related to this Agreement will be settled by arbitration administered by the American Arbitration Association and the judgment on the arbitration award may be entered in any court having jurisdiction over the matter.

## **Miscellaneous**

Any failure by us to act on or enforce any provision contained within these Terms shall not constitute or be construed as a waiver of the provision or any other provision contained within these Terms. To be effective, a waiver of any provision contained within these Terms must be made by us in a signed, written agreement and no such waiver shall constitute a waiver of any other provision within these Terms besides the provision expressly waived in that signed writing.

The section headings contained within these Terms shall not be given any legal meaning or significance and are provided simply for convenience.

## **Severance**

If any provision of this Agreement is found unenforceable, illegal or invalid, it shall not affect any other provisions of this Agreement.

## **Complete Understanding**

This Agreement supersedes any prior agreement, communication, or representations between you and Horlander Financial Coaching, LLC and constitute a complete and final agreement regarding your use of this Website.