



Everest Life Coaching **Terms of Service**

Accepting These Terms

Please read these Terms of Service (“Terms”) carefully before using <https://www.everestlifecoaching.com/> (“Site”) operated by Everest Life Coaching (“Company”).

By accessing or using any content on the Site you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Site.

Privacy

Your use of the Site is subject to Everest Life Coaching’s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting the Site or sending emails to Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications provided electronically to you by Company, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Links to Third Party Sites

The Site may link to other websites (“Linked Sites”). These Linked Sites are not under the control of Company. Company is not responsible for the contents of any Linked Sites. Company provides these links as a convenience to you. The links do not constitute endorsement by Company of the site or any association with its operators.

Intellectual Property

You are granted a non-exclusive, non-transferrable, revocable license to access and use the Site in strict accordance with these Terms. All content included on this Site is the property of Company and is protected by copyright and other laws that protect Company’s intellectual property and proprietary rights. You agree to not modify, publish, transmit, reverse engineer, or create derivative works found on the Site. You agree that you do not have nor will have any ownership rights in any protected content, and that Company does not grant you any licenses,

express or implied, to the intellectual property of Company except as expressly authorized by these Terms.

Indemnification

You agree to indemnify, defend, and hold harmless Company, its officers, directors, employees, agents, and third parties, for any losses, costs, liabilities, and expenses relating to or arising out of your use of the Site or services.

Dispute Resolution

Both you and Company agree that any dispute or claim arising from or relating to these Terms shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules.

Liability Disclaimer

The information and content on this Site may include inaccuracies or typographical errors. Company may make periodical changes at any time. Company makes no representations about the suitability, reliability, timeliness, or accuracy or the information on the Site. To the maximum extent permitted by applicable law, in no event shall Company be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any other damages, without limitation.

International Users

Company is owned and operated in the United States of America. If you access the Site or services provided by Company outside of the United States of America, you are responsible for compliance with your local laws.

Access Restriction

Company reserves the right, in its sole discretion, to terminate your access to the Site at any time without notice.

Governing Law

These terms shall be subject to and governed by the laws of the State of Michigan and the laws of the United States of America.

Entire Agreement

This agreement constitutes the entire agreement between you and Company with respect to the Site and supersedes all prior or contemporaneous communications between you and Company.

Severability

If any part of this agreement is determined to be invalid or unenforceable, the rest of this agreement shall still be enforceable and the portion deemed invalid will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

Change to Terms

Company reserves the right, in its sole discretion, to change these Terms. The most current version of the Terms will supersede all previous versions. Company encourages you to periodically review the Terms to stay informed on updates.

Contact Us

Company encourages you to contact us at tom@everest.coach with any questions or comments regarding these Terms.

Last updated: October 29, 2023