



**NMc**  
Coaching & Consulting  
THINK DIFFERENTLY.  
**Terms & Conditions**

Agreement between User and NMc Coaching & Consulting Terms and Conditions

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[www.coachingnmc.org](http://www.coachingnmc.org) is an E-Commerce Site.

The purpose of this Site is to introduce potential clients to NMc Coaching & Consulting services.

### **Privacy**

Your use of [www.coachingnmc.org](http://www.coachingnmc.org) is subject to MMC's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting [www.coachingnmc.org](http://www.coachingnmc.org) or sending emails to NMC COACHING & CONSULTING constitutes electronic communications. You consent to receive electronic communications and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email, and on the Site satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and restricting access to your computer. You agree to accept responsibility for all activities under your account or password. You may not assign or transfer your account to any other person or entity. You acknowledge that NMC COACHING & CONSULTING is not responsible for third-party access to your account that results from theft or misappropriation of your account.

NMC COACHING & CONSULTING and its associates reserve the right to refuse or cancel Service, terminate accounts, or remove or edit content at our sole discretion.

### **Children Under Thirteen**

NMC COACHING & CONSULTING does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.coachingnmc.org](http://www.coachingnmc.org) only with the permission of a parent or guardian.

## **Links to Third Party Sites/Third Party Services**

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## **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.coachingnmc.org](http://www.coachingnmc.org) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to NMC COACHING & CONSULTING that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of NMC COACHING & CONSULTING or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends, or other restrictions contained in any such content and will not make any changes thereto.

You will not 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 on the Site. NMC COACHING & CONSULTING content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content. 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 personal use and will make no other use of the content without the express written permission of NMC COACHING & CONSULTING 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 NMC COACHING & CONSULTING or our licensors except as expressly authorized by these Terms.

## **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including email addresses, without their consent; violate any applicable laws or regulations.

NMC COACHING & CONSULTING has no obligation to monitor the Communication Services. However, NMC COACHING & CONSULTING reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. NMC COACHING & CONSULTING reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

NMC COACHING & CONSULTING reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in NMC's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. NMC COACHING & CONSULTING does not control or endorse the content, messages, or information found in any Communication Service; therefore, NMC COACHING & CONSULTING specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts have not authorized NMC COACHING & CONSULTING spokespersons, and their views do not necessarily reflect those of NMC.

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No compensation will be paid with respect to the use of your Submission, as provided herein.

NMC COACHING & CONSULTING is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at NMc's sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section, including, without limitation, all the requests necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated, and administered by NMC COACHING & CONSULTING from our offices within the USA. You are responsible for compliance with all local laws if you access the Service from a location outside the USA. You agree that you will not use the NMC COACHING & CONSULTING Content accessed through [www.coachingnmc.org](http://www.coachingnmc.org) in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless NMC, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or 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. NMC COACHING & CONSULTING reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. In this event, you will fully cooperate with NMC COACHING & CONSULTING in asserting any available defenses.

### **Arbitration**

In the event that the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The Arbitrator's award shall be final, and judgment may be entered upon it in any jurisdiction court. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The Arbitrator shall determine the entire dispute, including the scope and enforceability of this arbitration provision. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place individually; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE

OTHER. Further, unless both you and NMC COACHING & CONSULTING agree otherwise, the Arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NMC COACHING & CONSULTING LLC 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 SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NMC COACHING & CONSULTING LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### **Termination/Access Restriction**

NMC COACHING & CONSULTING reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this Agreement is governed by the laws of the State of Texas, and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and NMC COACHING & CONSULTING as a result of this Agreement or use of the Site. NMC's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of NMC's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by NMC COACHING & CONSULTING with respect to such use. Suppose any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above. In that case, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire Agreement between the user and NMC COACHING & CONSULTING with respect to the Site, and it supersedes all

prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the user and NMC COACHING & CONSULTING with respect to the Site. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this Agreement and all related documents be written in English.

### **Changes to Terms**

NMC COACHING & CONSULTING reserves the right, in its sole discretion, to change the Terms under which [www.coachingnmc.org](http://www.coachingnmc.org) is offered. The most current version of the Terms will supersede all previous versions. NMC COACHING & CONSULTING encourages you to review the Terms to stay informed of our updates periodically.

### **Contact Us**

NMC COACHING & CONSULTING welcomes your questions or comments regarding the Terms:

NMc Coaching & Consulting LLC

Grand Prairie, TX 75052

Email Address: [drmcgruder@coachingnmc.org](mailto:drmcgruder@coachingnmc.org)

Effective as of September 16, 2022.