

Terms of Service

Updated: May 18, 2020

Terms of Service

Thank you for your interest in, and for taking the time to visit our website, www.cashflowcoachusa.com (“Company” “us” “our” or “we”). The purpose of this website (the “website” or the “Site”) is to include helpful information related to Financial Education and Services.

This web page contains the Terms and Conditions (also referred to as the “Terms of Use” “Terms of Service” or just “Terms”) that govern your use of the Site. If you do not wish to abide by these Terms, then you may click away at anytime. Your continued use and enjoyment of the information and resources of this Site indicates that you consent to these Terms and Conditions.

You should be aware that this Site is owned and operated by Cash Flow Coach USA, (the “Company”).

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND MAKE SURE YOU UNDERSTAND THIS AGREEMENT BEFORE ACCESSING, USING, SUBSCRIBING OR PLACING AN ORDER ON WWW.CASHFLOWCOACHUSA.COM. THIS AGREEMENT CONTAINS A DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES. THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. YOU MAY NOT USE OR ACCESS OUR SITE IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

Your Private Information. Your continued use of this Website indicates that you have read and approved of the way we collect and store your private

information as stated in our privacy policy, which is incorporated into this agreement by reference. A link to our full privacy policy can be found at the bottom of any page on the Website.

General Disclaimer. The content on this website is provided for informational purposes only. Although we have made every effort to ensure the accuracy of all information posted to this Website, we can make no guarantees as to how the information and advice provided herein will affect you and your personal situation. If you need or require individual advice or guidance, then you should consult with a professional who can assist you.

Earnings Disclaimer. Be aware that earnings and income statements made by www.cashflowcoachusa.com and its advertisers/sponsors are only estimates of your possible earnings capacity. We provide absolutely no guarantee that you can or will earn income at the same level as those illustrations and statements provided on this Site. Individual results may vary based on the individual, and their level of business expertise, experience, and level of desire. We provide absolutely no guarantees as to your individual level of success. Past results are by no means indicative of future success. Going into and operating a business comes with a great deal of inherent risk, much of which is unforeseeable and unpredictable. As a result, we cannot be held responsible if your venture is unsuccessful. The effort you put into your business and the resulting success or failure will be purely as a result of your own work, energy and the time that you devote to your business. Any success or failure on your part is a result of your own hard (or lack thereof) work and neither we nor any of our advertisers or sponsors will be held liable for any success or failure on your part.

Affiliate Disclaimer. Be aware that some of the links contained in our Site are affiliate links. This means that if you click on one of these links and decide to make a purchase, then we will earn a commission as a result of your transaction. We link to these companies and their products because of the quality of their service or products, and not because of the commission we receive from your purchases. The

decision of whether or not to make a purchase is yours alone and we will not be held responsible for any issues, problems or damages that arise as a result of your use or purchase of any such products or services.

Use of Testimonials. Throughout the Site are testimonials and reviews from past clients and customers of www.cashflowcoachusa.com. Your experience on our Site may not be the same as what is described in any particular review, testimonial or endorsement. The reviews and testimonials are only one person's experience with our Site and should in no way be construed as a guarantee, promise, or reflection of the feelings of every user. We do NOT provide any compensation for testimonials.

Educational Purposes Only. This website is created for educational purposes only and does not provide any professional advice of any kind. Professional advice can only be given with a full understanding of a client's unique personal situation, and typically can only be given with a license. Accordingly, any recommendations, advice, or information provided on this website should be viewed within the context of general information and education. If you require additional advice or guidance, we recommend you seek out the assistance of a professional in your local area.

Permitted Uses. This site is intended for your personal, non-commercial use only. You may download or print out the information in this site, subject to restrictions outlined below and elsewhere provided for in these Terms and Conditions. However, we appreciate that other people may want to share our content. We would like to support and encourage others to share our content, while at the same time protecting our intellectual property. Here are some guidelines of what you can and cannot do with our content.

You are free to do the following without our permission:

- Link to our site or any specific post on our site. In addition, users are permitted to share content on social media channels, as long as a link to our Website is included.
- Reprint copies of our posts or articles for internal distribution within your own company or organization.
- Print our posts in any non-commercial publication (e.g., company newsletter, community newsletter, class syllabus, etc.), provided you include this copyright notice: “© 2020, Cash Flow Coach USA. All rights reserved. Originally published at www.cashflowcoachusa.com”

Impermissible Uses. If you would like to do any of the following with any content on our Site, you must have our express written consent:

- Use our content for any and all commercial purposes, including selling or licensing printed or digital versions of our content, including posts, articles, videos, podcasts, etc.
- Create a “derivative work” as defined by the United States Copyright Act.
- Reproduction or duplication of any content on the Website for commercial purposes;
- Modification of any content on this website, unless said content is specifically and expressly made available for modification;
- Redistribution of content of the Website, unless content is specifically and expressly made available for redistribution;
- From time to time, we may utilize various plugins, widgets, or other software that will allow sharing of content via social media, email or other methods. Use of these tools does not constitute any waiver of our intellectual property rights. Use of these tools is a limited license to republish the content of our

website on approved social media channels, so long as you do not alter the content, including images, and give full credit to Cash Flow Coach USA;

- You shall not conduct any systematic or automated data collection activities, including, but not limited to scraping, data mining, data extraction or data harvesting on or in relation to the Website without our express written permission;
- You shall not use the Website to transmit or send any unsolicited commercial communications;
- You must not use the Website for any third-party marketing without our express written permission or consent;
- Although we would like to, we do not permit the re-posting of our posts or articles in their entirety. This is because Google and other search engines may penalize our website for publishing duplicative content. Google often can't tell which site hosts the original, so we risk getting penalized if we grant this permission;
- Finally, we cannot allow the translation and/or publication of our work in a language other than English.

Copyright. The design, content, images, and all other components of the Site are copyrights owned by Cash Flow Coach USA or other third parties. Accordingly, they are protected by the United States and international copyright laws. You may not use or republish any information, content, images or other related data from this website without our express written permission.

User generated content and Related Rules. By using and posting to our Site, you grant us a license to use the materials you post. This means that when you submit or post text, blog posts, comments, articles, drawings, photographs, videos, graphics, or other information, in any form or medium, to our Site (“User Generated

Content”), you are granting our Company and its affiliates, officers, directors, employees, consultants, agents, and representatives a perpetual, irrevocable, and fully-paid license to use, display, or publish the User Generated Content on the Website or any other online or offline platform, to store and distribute the User Generated Content, and to use said content for promotional and marketing purposes as we, in our sole discretion, should choose. We reserve the right to edit, modify, or create derivative works from the User Generated Content. You shall have no rights to said content. Under no circumstances will you be compensated for any User Generated Content. You agree that we may publish or otherwise disclose your name in connection with your User Generated Content. By posting User Generated Content on our Site, you warrant and represent that you own the rights to the User Generated Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Generated Content.

All User Generated Content is the sole responsibility of the person who provided it. We reserve the right to, in our sole discretion, remove, move, block, edit, or refuse any User Generated Content for any reason. Opinions or other statements expressed in User Generated Content are not necessarily the opinions of our Company or Brand.

Defamatory Comments and other Inappropriate Content. In conjunction with your use of our Site, you agree not to upload, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. We reserve the right to terminate your receipt, transmission, or other distribution of any such material using our Site or Services, and, if applicable, to delete any such material from its servers. We also intend to cooperate fully with any law

enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any other applicable laws.

THE COMPANY IS NOT RESPONSIBLE FOR USER GENERATED CONTENT

You agree and understand that you may be held legally responsible for damages suffered by other Website Users or third-parties as the result of your remarks, information, feedback or other content posted or made available on the Site that is deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, the Company is not legally responsible for, nor can it be held liable for damages of any kind arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other content posted or made available on the Site.

Communication. If you send us an email, respond to one of our emails, register to use our Site, or otherwise provide your email address to the Company in any other way, you consent to receive email communication from us. Notwithstanding the same, you may opt out of these communications as described more fully in our privacy policy. You agree that all legal notices sent electronically satisfy our legal burden or requirement to provide written notice.

Third Party Links. This website contains a number of links to third party vendors, resources, and information. You understand and agree that the websites that these links direct you to are, unless otherwise noted, not owned, operated, or controlled by the Company. You represent and warrant that you have read and agreed to the privacy policies, legal disclaimers and terms of use for each of these websites. We assume no control or liability over the content contained or business practices of any third-party websites that are linked to in the Site. You expressly hold the Company and its owners, affiliates, vendors, employees, and contractors

harmless from any and all liability related to your use of any third-party related websites.

Copyright Infringement. In order to protect our Users from possible copyright infringement, we have put in place certain legally mandated procedures to manage alleged violations of copyright laws that may occur on our Site. Please visit our DMCA Policy link which can be found at the bottom of each page on the site to view and read more about our Digital Millennium Copyright Act (“DMCA”) takedown policies and make an infringement claim. Our DMCA policy is expressly incorporated into this Terms of Use by reference.

Limitation of Liability. IN NO EVENT SHALL THE COMPANY, OUR MEMBERS, DIRECTORS, OFFICERS, MANAGERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, THIRD PARTY LICENSORS, AFFILIATES, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE “WEBSITE PARTIES”) BE LIABLE TO YOU FOR YOUR ACCESSING THIS SITE. THE WEBSITE PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF EXPECTED SAVINGS, OR ANY OTHER NON-DIRECT DAMAGES HOWSOEVER CAUSED, WHETHER OR NOT THE COMPANY OR ANY OF THE WEBSITE PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WEBSITE PARTIES COLLECTIVE MAXIMUM LIABILITY TO YOU UNDER OR RELATED TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR USE OF THE WEBSITE.

THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER TORT AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF CONTRACT OR THE FAILURE OF AN EXCLUSIVE

REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE WEBSITE PARTIES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

No Warranties. THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND MAKES THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR RELATED SERVICES. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. FURTHERMORE, COMPANY DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Indemnification Clause. You agree to defend, indemnify and hold the Company and our members, managers, directors, officers, partners, shareholders, employees, representatives, contractors, affiliates, successors or assigns harmless from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees (including reasonable attorney's fees and costs), alleging or resulting from your access to or use of the Site, your violation of these Terms of Use, or your infringement or infringement by any other user of your account, of any intellectual property or other right of any person or entity. We will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

Arbitration. Any controversy or claim arising out of or relating to this Terms of Use, or the breach thereof, shall be settled by arbitration administered by

the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Claims shall be heard by a single arbitrator. The place of arbitration shall be Georgetown, Texas. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this section. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount. The arbitrator(s) may award to the prevailing party, if any, as determined by the arbitrators, all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

Severability; Waiver. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

No License. Nothing contained in this Terms of Use shall be construed as granting or conferring to you, expressly or impliedly, any rights by license or otherwise, under any patent, copyright, trademark, service mark, trade dress, or other intellectual property rights owned or controlled by the Company.

Choice of Law/Venue/Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort *or statute*) that may be based upon, arise out of or relate to this Terms of Use, or execution or performance of this Terms of Use (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Terms of Use), shall be governed by, *and enforced in accordance with*, the internal laws of the State of Texas, *including its statutes of limitations*. You and we hereby submit to the exclusive forum, jurisdiction and venue of the state courts located in Williamson County, Texas County, Texas and/or the United States District Court in Austin, TX, Texas for any claim related to, arising from or in connection these Terms of Use.

Statute of Limitations. The User must file any Action arising directly or indirectly from this Terms of Use no later than one (1) year after the claim has accrued/. The User waives the right to file an Action arising directly or indirectly from this Terms of Use under any longer statute of limitations.

Entire Agreement. These Terms of Use, our Privacy Policy, and Terms of Sale (if applicable) constitute the sole and entire agreement between you and Company regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site and your use thereof.

Notices. This website is owned and operated by Cash Flow Coach USA. If you have a notice of a copyright infringement claim, please follow the procedures listed on our DMCA Takedown page. All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: info@cashflowcoachusa.com or sent to our mailing address listed below:

Cash Flow Coach USA
896 Summit Street #100
Round Rock, Texas. 78664

Amendments. We reserve the right to amend these terms at any time. We encourage you to check this page frequently to review updates and changes. Should a court of competent jurisdiction rule this amendment provision invalid, then this contract shall revert to the previous set of terms applicable to the website. Amendments are forward-looking only.