



Terms and Conditions

The Niché Caldwell Company

Last Updated: February 2026

Effective Date: February 1, 2026

Company: The NC Co. Consulting Group, LLC

Principal Place of Business: Atlanta, Georgia

Website: <https://www.nichecaldwell.com>

1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Agreement") are legally binding and apply to all services, programs, products, memberships, digital assets, and communications made available by The NC Co. Consulting Group, LLC ("Company," "NC Co.," "we," "us," or "our") to any individual or organization ("Client," "you," or "your").

By purchasing, accessing, or using any of our offerings, including but not limited to consulting services, fractional COO services, operational support, coaching, memberships, digital products, templates, courses, opt-ins, e-books, videos, webinars, blog posts, newsletters, emails, social media communications, or any other services (collectively, "Offerings"), you agree to be bound by these Terms in full.

If you do not agree to these Terms, STOP now and do not proceed with any purchase, access, or use of our website or Offerings.

You must be at least 18 years old to access or purchase any Offering.

2. SCOPE OF SERVICES

Types of Services Provided

The Company provides professional business services including:



- **Fractional COO and operations leadership**
- **Operational consulting and implementation**
- **CRM strategy, selection, setup, and implementation**
- **Systems audits and technology stack optimization**
- **Workflow design, automation, and optimization**
- **Team training and process documentation**
- **Strategic planning and execution support**
- **Business coaching and mentoring**
- **Digital products, templates, and educational programs**
- **Membership programs and online courses**

Nature of Services

Services are professional business consulting and implementation services. They are **NOT** legal advice, financial advice, accounting advice, medical advice, psychological counseling, or therapy, and should not be construed as such. For any legal, financial, medical, or mental health matters, you are responsible for consulting with appropriate licensed professionals.

No Employment or Fiduciary Relationship

Engagement with the Company does not create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship. The Company operates as an independent contractor.

Service Delivery

Services are delivered based on:

- The scope outlined in your accepted proposal, service package, or checkout page
- Information and access provided by you
- Timely cooperation from your team and vendors
- Reasonable access to systems, platforms, and stakeholders

Delays caused by lack of access, approvals, information, or participation may impact timelines and deliverables without constituting a breach of this Agreement.

3. CLIENT RESPONSIBILITIES



To ensure successful service delivery, you agree to:

- Provide accurate, complete, and timely information
- Grant appropriate access to platforms, tools, systems, and accounts as required for service delivery
- Designate a primary point of contact for decisions and approvals
- Ensure team participation in scheduled calls, meetings, and training sessions
- Maintain active accounts and subscriptions for third-party platforms used in implementation
- Respond to requests for feedback, approvals, or information within reasonable timeframes (typically 3-5 business days)
- Complete assigned tasks or "homework" when requested (note: failure to complete tasks may slow progress)

Your Business Decisions

You retain sole responsibility for all business decisions made during and after our engagement. While we provide strategic guidance, operational recommendations, and implementation support, you are ultimately responsible for the decisions and actions taken within your organization.

4. NO GUARANTEES & LIMITATION OF LIABILITY

No Guarantees of Results

The Company does not guarantee specific business results, revenue increases, cost savings, funding awards, operational performance, or other measurable outcomes.

Success depends on numerous factors outside our control, including but not limited to:

- Your execution and follow-through
- Market conditions
- Your team's capabilities and commitment
- Third-party platform performance
- External factors beyond anyone's control

Assumption of Risk



By accessing our Offerings, you assume all risk of your access and any subsequent actions you choose to take as a result of the information, guidance, or services provided.

Limitation of Liability

The Company accepts no liability for:

- Business decisions you make following our consultation, advice, or services
- Financial outcomes, whether gains or losses, resulting from implemented strategies or recommendations
- Any perceived failure to achieve desired business outcomes or goals
- Recommendations provided in sessions, documentation, blog posts, events, or other communications
- Actions taken or not taken by your team, contractors, or stakeholders
- Technical issues, outages, or changes to third-party platforms or tools
- Loss of revenue, funding, profits, or business opportunities
- Business interruptions or indirect/consequential damages
- Data loss caused by third-party systems or platforms

To the maximum extent permitted by law:

- The Company's total liability for any claims related to services provided shall not exceed the total amount paid by you for the specific engagement
- The Company is not liable for indirect, incidental, consequential, special, exemplary, punitive, or enhanced damages
- This limitation applies regardless of whether damages were foreseeable or whether you were advised of such damages

5. FEES, PAYMENTS & REFUND POLICY

Payment Terms

- All fees are agreed upon in advance via proposal, checkout page, or signed agreement
- Payments are due in advance of service delivery according to your selected payment schedule
- Payment methods may include one-time payment, monthly installments, or payment plans as offered at checkout
- You are responsible for ensuring payment methods remain current and valid



- Failed or late payments may result in service suspension, acceleration of full balance due, and/or late fees

Payment Plans

- If you select a payment plan, you authorize the Company and our third-party payment processors to charge your payment method automatically according to the plan terms
- **You may not cancel or void payment plan installments**
- Payment plan obligations continue even if you discontinue use of services
- If payment is not received, there will be a 3-day grace period, after which a \$35 late fee may be assessed
- If payments are delinquent beyond 30 days, the entire project balance becomes immediately due in full
- If payment delinquency exceeds 45 days, the balance may be submitted to collections

Strict No Refund Policy

Due to the nature of digital delivery and professional services, ALL SALES ARE FINAL.

- **No refunds will be provided for any reason, under any circumstances**
- This applies to all services, memberships, courses, digital products, templates, and programs
- No refunds for unused sessions, meetings, or access time
- No refunds upon early termination by either party
- Payments are non-refundable whether services are used or not
- Any services not yet delivered at the time of termination are deemed forfeited

Chargebacks

Initiating a chargeback or payment dispute after receiving access to services or digital products may result in:

- Immediate termination of access
- Legal action to recover funds and associated costs
- Referral to collections

6. MEETINGS, SESSIONS & COMMUNICATION



Scheduling

- Meeting cadence, duration, and format are defined in your specific service package or proposal
- Sessions can typically be booked up to 3 months in advance
- Session length is usually 60-90 minutes unless otherwise specified
- Sessions occur via Zoom, Google Meet, phone, or in-person at a mutually agreed location
- You are responsible for joining scheduled calls at the agreed time

Cancellation & Rescheduling

- **If you need to reschedule a session, provide at least 24 hours' notice**
- Sessions canceled or rescheduled with less than 24 hours' notice may be counted as completed and forfeited
- We will make reasonable efforts to accommodate rescheduling requests when proper notice is given
- No refunds for missed, canceled, or rescheduled sessions

If We Need to Reschedule

- In rare circumstances, we may need to reschedule a session
- We will provide as much notice as possible and work to find a mutually satisfactory alternative time
- If we must cancel with less than 24 hours' notice, we will offer a complimentary make-up session

Between-Session Support

- Asynchronous support via email or shared workspace is included only as specified in your service package
- Response time for asynchronous communication is typically within 48 business hours during standard business hours
- We will notify you in advance if any request falls outside your package scope and may incur additional charges
- **No additional charges will be imposed without your prior agreement**
- The Company does not provide on-demand or emergency services unless explicitly agreed upon in writing

Session & Access Expiration



- **Sessions and access must be used within the timeframe specified in your package** (typically 4-12 months from start date)
 - Any unused sessions after the package term expires are forfeited with no refund or extension
 - Access to online programs, templates, and training materials expires at the end of your paid engagement period
 - Access to project boards and shared workspaces will be maintained for at least 30 days after engagement completion unless otherwise specified
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7. SCOPE MANAGEMENT & CHANGES

Defined Scope

Services are delivered according to the scope outlined in your accepted proposal, service package, or agreement. The scope is binding and defines what is included and excluded.

Requests Outside Scope

Requests that fall outside the agreed scope may require:

- A scope adjustment or amendment
- Additional fees
- A revised proposal or agreement
- Additional time beyond the original timeline

We reserve the right to decline work that materially exceeds the agreed scope without a formal amendment.

Modifications

- The service plan or scope may be adjusted by mutual written agreement throughout the engagement
 - We will discuss any necessary scope changes with you before implementing them
 - Changes to deliverables, timeline, or fees require written confirmation from both parties
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8. TERMINATION



Termination by Client

- You may terminate your engagement at any time by providing written notice to hello@nichecaldwell.com
- **No refunds will be issued for prepaid services or unused sessions**
- All unpaid balances become immediately due upon termination
- Any services not yet delivered at the time of termination are deemed forfeited
- Term commitments (6-month or 12-month engagements) are non-cancelable; early termination does not relieve you of payment obligations

Termination by Company

- We reserve the right to terminate an engagement early if:
 - We determine the working relationship is unworkable, unsafe, or unethical
 - Terms of this Agreement are violated
 - Payment obligations are not met
 - You engage in abusive, harassing, or threatening behavior toward our team
- In such cases, we will provide written notice
- **No refunds will be provided for services already rendered**
- We may refuse to provide further services at our sole discretion

Force Majeure

In the event of extraordinary circumstances beyond our control (natural disasters, pandemics, serious illness, government orders, etc.) that prevent service delivery:

- We will notify you within 5 days of the event
- We will work with you to provide the same services at a mutually satisfactory alternative timeframe
- If the event persists for more than 30 days, either party may terminate the agreement
- All payments made up to the date of the force majeure event are non-refundable

9. CONFIDENTIALITY & PRIVACY

Your Information is Protected

All business information, financial data, strategic plans, operational details, and personal information you share with us will be treated as strictly confidential ("Confidential Information").



We will not disclose this information to any third party without your prior written permission, except:

- As required by law or legal process
- To subcontractors, collaborators, or service providers bound by confidentiality obligations
- As necessary to provide services to you

Client Privacy & Public Disclosure

- We respect your privacy and will seek written permission before publicly disclosing that you are a client
- We will not use your name, logo, or business information in case studies, testimonials, or marketing materials without your express consent
- You may revoke permission for public disclosure at any time by providing written notice

Data Security & Protection

- All client data is handled in accordance with applicable data protection laws and regulations (including GDPR where applicable)
- We use commercially reasonable security measures to protect your data
- However, no method of transmission or storage is 100% secure, and we cannot guarantee absolute security

Payment Data

- **The Company does not retain credit card or payment account data**
- All payments are processed through secure third-party merchant gateways (Stripe, ThriveCart, PayPal, etc.)
- We never access or store your cardholder account information
- Payment security is subject to the terms and policies of the payment processor

Use of Client Data

Information and documentation related to your engagement will be:

- Used solely for the purpose of delivering services to you
- Retained for our records in accordance with legal requirements
- Used for internal analysis and service improvement (in aggregated, anonymized form)

No Right to Privacy in Communications



Unless otherwise explicitly stated in a separate agreement, you have no right to confidentiality for:

- Communications made through our website contact forms, blog comments, or newsletter sign-ups
 - Content posted in group programs, communities, or shared platforms
 - Information shared on social media or public platforms
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10. INTELLECTUAL PROPERTY

Company's Intellectual Property

All content, materials, frameworks, templates, methodologies, processes, systems, training materials, course content, designs, graphics, trademarks, service marks, logos, taglines, and intellectual property created by or licensed to The NC Co. Consulting Group, LLC remain our exclusive property.

This includes but is not limited to:

- Proprietary frameworks and methodologies
- Templates, worksheets, and workbooks
- Training videos and course materials
- Website design, layout, and overall look and feel
- Trademarks (whether common law or federally registered)
- Copyrighted content and materials

Your License

You receive a **limited, non-transferable, non-exclusive, revocable license** to:

- Access the Offerings for your personal or internal business use
- Download and print materials for your internal business use (one license per team member; additional team members require additional licenses)
- Use provided materials solely for your internal business purposes during and after the engagement

Restrictions - You May NOT:

- Resell, redistribute, or transfer your access to the Offerings



- Share login credentials or Offerings with anyone who has not purchased their own access
- Reproduce, republish, or distribute any materials as your own
- Modify or create derivative works based on our intellectual property for distribution
- Claim ownership of any Company intellectual property
- Use our intellectual property for unlawful purposes
- Include Company assets in any resale products, DIY programs, or done-with-you offerings without written permission
- Remove copyright notices, trademarks, or attribution from materials

Work Product & Deliverables

- Custom deliverables created specifically for you (e.g., custom SOPs, workflows, implementation documentation) become your property upon full payment
- We retain the right to create similar work products for other clients
- You may use these deliverables for your internal business purposes

Permission to Use Content

If you wish to use, publish, or distribute any of our copyrighted content beyond the scope of your license, you must request permission in writing by emailing hello@nichecaldwell.com.

Infringement & Enforcement

Unauthorized use of our intellectual property is theft and may be prosecuted to the fullest extent of civil and criminal law, including:

- Financial damages
- Injunctions
- Legal fees and costs
- Criminal penalties where applicable

11. YOUR MATERIALS & CONTRIBUTIONS

Content You Submit

By submitting comments, photos, videos, testimonials, or other materials to our website, social media, online platforms, or communities, you grant us:



- A non-revocable, worldwide, royalty-free, commercial license to republish your submission in whole or in part
- The right to use your submission for marketing, testimonials, case studies, or promotional purposes
- The right to edit or modify your submission for clarity or length

You may explicitly opt out of this license by stating so at the time of submission.

Model Release

By using a profile image or photo in our platforms (e.g., Facebook group photo, course platform profile), you grant us a commercial license to use that image for reasonable business purposes, including marketing materials.

Ownership & Copyright

You must own the copyright to any images, content, or materials you submit. You represent and warrant that you have the legal right to submit such materials and grant us the license described above.

No Obligation to Use

We are not obligated to use, publish, or respond to any materials you submit.

12. THIRD-PARTY TOOLS & PLATFORMS

No Warranties for Third-Party Services

As part of our services, we may recommend, implement, or integrate third-party platforms such as:

- CRM systems (e.g., ClickUp, Monday.com, HubSpot)
- Email marketing tools (e.g., Flodesk, Mailchimp, ConvertKit)
- Project management software
- Website platforms and hosting services
- Payment processors
- Analytics and automation tools



We do not warrant the performance, reliability, availability, security, or suitability of any third-party tools or platforms.

Your Responsibility

You are responsible for:

- Reviewing and accepting the terms of service and privacy policies of any third-party platforms
- All subscription costs, fees, and charges for third-party platforms (unless explicitly included in your service package)
- Maintaining active accounts and ensuring payment for third-party services
- Data security and backup for information stored in third-party platforms
- Compliance with third-party platform usage policies

No Liability for Third-Party Issues

We are not liable for:

- Third-party platform outages, downtime, or service interruptions
- Data loss, corruption, or breaches on third-party platforms
- Changes to third-party pricing, features, or policies
- Discontinuation of third-party services
- Third-party platform performance or functionality issues
- Integration failures caused by third-party API changes

Platform Cost Estimates

When recommending tools, we will provide cost estimates to the best of our knowledge. However, third-party pricing is subject to change without notice, and we are not responsible for price increases.

13. FEEDBACK & SERVICE QUALITY

We Welcome Your Input

Open and honest communication is encouraged throughout our engagement. You have the right to:



- Discuss any concerns about service delivery, approach, or process
- Provide feedback during sessions or via email to hello@nichecaldwell.com
- Request adjustments to communication style or approach (within the scope of services)

Service Evaluation

At the conclusion of your engagement, you may be asked to complete a feedback survey to help us continuously improve our services.

Referrals to Other Services

There may be occasions when we recommend that you seek alternative or additional services better suited to your needs, such as:

- Legal counsel
- Financial advisors
- Specialized consultants
- Mental health professionals
- Technical experts

We will fully discuss the reasons for any such recommendation. **The decision to pursue alternative services is entirely yours, and we accept no liability for outcomes resulting from that decision.**

14. DISPUTE RESOLUTION

Good Faith Negotiation

If you and the Company cannot resolve a dispute through good-faith negotiation, you agree to make a reasonable attempt to resolve the dispute through mediation before filing any legal action.

Mediation & Arbitration

Any disputes or disagreements that cannot be resolved amicably shall be:

1. First addressed through mediation in accordance with standard mediation procedures
2. If mediation is unsuccessful, resolved through binding arbitration in accordance with the rules of the American Arbitration Association



3. Conducted in Matanuska-Susitna Borough, Alaska or Atlanta, Georgia (at Company's discretion)

The decision of the arbitrator(s) is final and binding. Each party is responsible for its own costs and expenses in presenting the dispute.

Class Action Waiver

You agree to resolve disputes on an individual basis and waive any right to participate in a class action lawsuit or class-wide arbitration.

15. NON-DISPARAGEMENT

If you are found to be slandering, libeling, or otherwise disparaging the Company, our Offerings, or related materials (at our discretion), you may be:

- Immediately removed from the Offerings and any related communications
- Subject to legal action for damages

We reserve the right to file a civil claim against you for any damaging actions that materially harm our Company.

16. MEMBERSHIP PROGRAMS & DIGITAL PRODUCTS

Membership Terms (Applicable to The Brand Standard and Similar Programs)

Scope:

- Membership includes access to all current assets available at the time of enrollment
- Company has no obligation to deliver additional assets beyond what exists at enrollment
- Future assets may be added at Company's discretion

Access:

- Membership access may NOT be shared with any third party under any circumstances



- Member receives ONE license to access the membership and its materials
- Sharing login information or access with others may result in immediate termination without refund

Usage:

- Members may use assets for unlimited client projects performed and delivered by Member
- Members MAY share access with individual team members solely to support Member on client projects
- Team members may NOT use materials for their own independent business projects
- Member is responsible for ensuring team members comply with these terms

Restrictions:

- Members may NOT use Company assets to create resale products
- Members may NOT include Company assets in DIY or done-with-you programs without written permission
- Members may NOT distribute, resell, or license Company materials to third parties

Term & Renewal:

- Initial membership term is approximately 12 months (may vary based on enrollment date)
- Membership may auto-renew unless canceled prior to renewal date
- Contact Company to cancel auto-renewal
- Upon expiration, Member may continue using assets acquired during membership while following all terms

17. GENERAL PROVISIONS

Entire Agreement

This Agreement, together with your specific service proposal or checkout confirmation, constitutes the entire agreement between you and the Company and supersedes any prior discussions, communications, or agreements.

Amendments



The Company reserves the right to update these Terms and Conditions at any time. We will update the "Last Updated" date at the top of this page. Material changes will be communicated to active clients. Your continued use of our services after changes constitutes acceptance of the revised Terms.

Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect.

No Waiver

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

Assignment

You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may assign our rights and obligations without restriction.

Headings

Headings and titles in this Agreement are for convenience only and do not affect the interpretation of the Agreement.

Notice

All notices under this Agreement must be in writing and sent via email:

To Company:

The NC Co. Consulting Group, LLC
Email: hello@nichecaldwell.com

To Client:

Email address provided at purchase or enrollment

18. GOVERNING LAW & JURISDICTION



This Agreement shall be governed by and construed in accordance with the laws of the **State of Georgia, United States**, without regard to conflict of law provisions.

You agree that any dispute or lawsuit arising out of or concerning this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction located in **Matanuska-Susitna Borough, Alaska** or **Atlanta, Georgia** (at Company's discretion).

You assume responsibility for your own collection costs and legal fees should enforcement of this Agreement become necessary.

19. CALIFORNIA PRIVACY RIGHTS

If you are a California resident, you have the right to:

- Request information once per year (free of charge) regarding what information we disclose to third-party marketers
- Receive the names and addresses of third parties to whom we disclose your data

If you are a California resident under 18 years old, you have the right to request removal of data you publicly post on our website (though we may not be able to completely remove it from our systems).

To exercise these rights, contact us at hello@nichecaldwell.com.

20. CONTACT INFORMATION

The NC Co. Consulting Group, LLC

Mailing Address:

1870 The Exchange Southeast
Ste 220 PMB 623358
Atlanta, GA 30339

Email: hello@nichecaldwell.com

Website: <https://www.nichecaldwell.com>



For questions about these Terms, your service agreement, or our privacy practices, please contact us at the email above.

21. ACKNOWLEDGMENT & CONSENT

By purchasing, booking, accessing, or using any of our Offerings, including checking an acknowledgment box, proceeding with payment, or participating in any session, you acknowledge that you have:

- Read these Terms and Conditions in full
 - Understood all provisions, including the no-refund policy and limitation of liability
 - Agreed to be legally bound by these Terms
 - Confirmed you are at least 18 years old
 - Consented to the collection and use of your information as described in our Privacy Policy
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