**TERMS AND CONDITIONS OF USE**

*Last Updated on December 2024*

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**GENERAL PROVISIONS**

This website is owned and operated by Mind n Moxie, a New Jersey company. Our principal place of business is located at Spring Avenue. You must be at least sixteen years of age to use Our website. Use of this website is at Your own risk. We host Our site on a reputable platform and take reasonable efforts to maintain and host the site. However, We make no explicit representations or warranties as to the safety of Your individual use of the website. The Terms and Conditions contained on this page are subject to change at any time.

**TERMS​ ​OF​ ​SITE & COURSE ACCESS AND​ PRODUCT​ ​PURCHASER​ ​AGREEMENT**

All programs, products, and ​are owned and provided by Mind n Moxie(“Company” or “We” or “Us” or “Our”). The term “You” or “Your” refers to any user or purchaser of said program(s), product(s) or service(s) (the “Offering”). These Terms and Conditions of Use govern and define how You are allowed to use and access Company’s Offering. We reserve the right to update and change these Terms and Conditions of Use at any time, and will update them accordingly with the ‘date last updated’ at the top of this page.

You are legally bound to these Terms and Conditions of Use whether or not You have read them. If You do not agree with any of Our Terms and Conditions of Use, please email Us at [**Eliza@mindnmoxie.com**](mailto:Eliza@mindnmoxie.com)and We will make reasonable efforts to remove Your name, email, and access to Our Offering and website(s).

**YOUR​ ​PRODUCT​ ​OR​ ​COURSE​ ​USE​ ​AND​ ​CONSENT**

When You purchased Our Offering, You were given a reasonable notice that these Terms and Conditions of Use existed. By moving forward with Your purchase of the Offering and further access of the Offering, You implicitly agreed and continue to agree to abide by these Terms and Conditions of Use, as well as any disclaimers and privacy disclosures contained in these Terms and Conditions of Use.

You agree You are at least 18 years old or of age in Your applicable jurisdiction to access the Offering. Access of Our Offering and related materials by a minor is a violation of use, and We reserve the right to terminate Your access if such an issue is discovered.

When using Our website, You must not:

1. Engage in any action that causes or could cause damage to Our website or impair the performance, availability or accessibility of Our website.
2. Transmit or attempt to transmit to Our website any virus, malware or malicious code.
3. Use Our website in any manner that is unlawful, illegal or fraudulent.
4. Engage in any use of Our Offering or any content on Our website in any manner in connection with artificial intelligence and related technologies, including but not limited to machine learning systems, algorithms or models, or any other automated processes capable of altering, modifying or manipulating the content, unless We provide advanced written authorization to do so.

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to maintain the integrity of it, We cannot allow any third party use.

**REQUEST​ ​FOR​ ​PERMISSION​ ​TO​ ​USE​ ​CONTENT ​**

If You wish to use, publish, or access any of Our content, Offering(s), or related materials, You must do so by requesting permission prior to commencing use of the same by emailing Us at **​Eliza@mindnmoxie**

**CIVIL​ ​AND​ ​CRIMINAL​ ​PENALTIES**

Even though Our Offering is not necessarily something You can physically hold in Your hand and walk away with, it is nevertheless considered theft to steal, infringe, or otherwise violate these Terms and Conditions of Use. We reserve the right to prosecute infringers to the fullest extent allowed by criminal or civil statute in any jurisdiction allowed. You explicitly consent to personal jurisdiction in **New Jersey** by opting into or purchasing any Offering or accessing its related communications and/or materials.

**YOUR​ ​MATERIALS​ ​AND​ ​CONTRIBUTIONS**

​By submitting a comment, photo, video, or other material(s) onto any website or platform owned or maintained by Us, including but not limited to third-party access sites, such as Our Facebook group(s) or online software platforms that We use to distribute Our Offering and related materials, You agree that We have a non-revocable, commercial license to re-publish Your submission in whole or in part unless You explicitly state that We may not do so with said submission. You have no right to privacy by accessing Our Offering or related materials, and We reserve the right to disclose Your participation in the same.

**MODEL​ ​RELEASE**

You​ ​must​ ​own​ ​the​ ​copyright​ ​to​ ​any​ ​image(s)​ ​You​ ​use​ ​by​ ​default​ ​or voluntarily​ ​on​ ​Our​ ​platforms​ ​or​ ​in​ ​Our​ ​Offering​ ​or​ ​related​ ​materials.​ ​You​ ​grant​ ​Us​ ​a commercial​ ​license​ ​to​ ​any​ ​image(s)​ ​You​ ​submit​ ​to​ ​Us​ ​by​ ​default,​ ​such​ ​as​ ​a​ ​Facebook profile​ ​photo​ ​or​ ​other​ ​profile​ ​image​ ​You​ ​voluntarily​ ​provide​ ​in​ ​accessing​ ​the​ ​Offering,​ ​or voluntarily​ ​upon​ ​Our​ ​request.​ ​Such​ ​a​ ​default​ ​or​ ​voluntary​ ​release​ ​of​ ​Your​ ​image​ ​and likeness​ ​may​ ​be​ ​used​ ​for​ ​any​ ​reasonable​ ​future​ ​business​ ​use.

**NOTIFICATION​ ​OF​ ​USE**

​We are not obligated to notify You or anyone in photographs of Our publication or other use of any image or images You submit by default or voluntarily.

**SECURITY​ ​AND​ ​ASSUMPTION​ ​OF​ ​RISK**

**SECURITY**

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It is Your responsibility to secure Your username and password from theft or any other means of unauthorized use that would violate these Terms and Conditions of UseWe do not store any whole credit card numbers or payment information, and instead, these are processed through third-party processors such as Stripe, Paypal, or Intuit**​**. By utilizing these payment processors to gain access to the Offering, You indemnify Us and instead assume any and all risk or liability for the security of the payment details, and agree to be bound by the third-party payment processor’s applicable terms and conditions of use.

**CONFIDENTIALITY**

​You have no right to confidentiality unless otherwise explicitly stated, such as in a subsequent client agreement, or otherwise implicitly agreed upon as mandated by law or fiduciary duty.

**ASSUMPTION​ ​OF​ ​RISK**

​By accessing Our Offering and/or related materials, whether paid or unpaid, You assume all the risk of Your access and any subsequent actions You choose to take as a result of the influence, information, or educational materials provided to You.

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This website is updated on a regular basis and while We try to make accurate statements in a timely and effective manner, We cannot guarantee that all materials and related media contained herein are entirely accurate, complete, or up to date. You expressly acknowledge and understand that any information or knowledge You gain as a result of using this website is used at Your own risk. If You should see any errors or omissions and would like to let Us know, please email Us at **Eliza@mindnmoxie.com**

**EARNINGS​ ​DISCLAIMER**

​You agree that You understand individual outcomes will vary. Case studies or testimonials are not indicative of typical results. Each individual approaches Our Offering(s) with different backgrounds, disposable income levels, motivation, and other factors that are outside of Our control. Therefore, We cannot guarantee Your success merely upon access or purchase of Our Offering(s) or related material(s).

**GENERAL​ ​DISCLAIMER**

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**THIRD​ ​PARTY​ ​DISCLAIMER**

​You acknowledge and agree that We are not liable for any defamatory, offensive, or illegal conduct of any other participant or user, including You.

**WARRANTIES​ ​DISCLAIMER**

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**TECHNOLOGY​ ​DISCLAIMER**

​We make reasonable efforts to provide You with modern, reliable technology, software, and platforms from which to access Our Offering(s) and related material(s). However, in the event of a technological failure, You accept and acknowledge Our lack of responsibility for said failure, and while We will make reasonable efforts to support You, some technological issues are far outside Our control and will require You to access support from a third-party provider, such as **Teachable, Kajabi.**

**ERRORS​ ​AND​ ​OMISSIONS**

​We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in Our Offering(s). We are not liable for any inaccuracies, errors, or reliance on personal opinions contained in Our Offering(s) or related material(s).

**ARTIFICIAL INTELLIGENCE DISCLAIMER**

You acknowledge and agree that We shall not be liable for any damages arising out of or in connection with Your use of Our Offering(s), the content on Our website, Our products or services in any manner in connection with artificial intelligence and related technologies, including but not limited to machine learning systems, algorithms or models, or any other automated processes capable of altering, modifying or manipulating the content, regardless of whether We provide authorization for such use.

**INDEMNIFICATION,​ ​LIMITATION​ ​OF​ ​LIABILITY,​ ​AND​ ​RELEASE​ ​OF​ ​CLAIMS**

**INDEMNIFICATION**

​​​You ​​agree​​ at ​​all​​ times​​ to​​ indemnify​​ and ​​hold​​ harmless​​ Our​​ Company, ​​as well​ ​as​ ​any​ ​of​ ​Our​ ​affiliates,​ ​agents,​ ​contractors,​ ​officers,​ ​directors,​ ​shareholders, employees,​ ​joint​ ​venture​ ​partners,​ ​successors,​ ​transferees,​ ​assignees,​ ​and​ ​licensees,​ ​as applicable,​ ​from​ ​and​ ​against​ ​any​ ​and​ ​all​ ​claims,​ ​causes​ ​of​ ​action,​ ​damages,​ ​liabilities, costs​, ​and​ ​expenses,​ ​including​ ​legal​ ​fees​ ​and​ ​expenses,​ ​arising​ ​out​ ​of​ ​or​ ​related​ ​to​ ​​(i) Our Offering(s)​, (ii) Your use of Our website, (iii) Your breach of these terms or (iv) Your violation or alleged violation of any laws in connection with Your use of Our website.

**LIMITATION​ ​OF​ ​LIABILITY**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE WILL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING ​​​INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OUR WEBSITE, ANY UNAVAILABILITY OF OUR WEBSITE, OUR OFFERING(S), OR ANY THIRD PARTY CONDUCT, ACCIDENTS, DELAYS, HARM, OR OTHER DETRIMENTAL NEGATIVE OUTCOMES AS A RESULT OF YOUR ACCESS OF OUR WEBSITE OR OUR OFFERING(S) AND RELATED MATERIAL(S).

**AFFILIATES**

This site may use affiliate links to sell certain products or services. We disclaim any and all liability as a result of Your purchase through one of these links. We will use reasonable efforts to notify You when and where We have placed affiliate links in addition to this disclaimer located in these Terms and Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications.

**TERMINATION**

If at any time We feel You have violated these Terms and Conditions, then We shall immediately terminate Your use of Our website and any related communications as We deem appropriate. It is within Our sole discretion to allow any user’s access of Our website, and We may revoke this access at any time without notice, and if necessary, block Your IP address from further visits to Our site(s).

**FINANCIAL​ ​CONSIDERATIONS**

**REFUNDS**

We take Your investment seriously, and We’d appreciate if You took Our investment of time and resources into Your success seriously, too.

Due to the nature of the services and/or products provided, refunds will not be given unless otherwise specified in writing.

**Mind n Moxie** reserves the right to charge 1.5% interest per day upon any outstanding sum left unpaid on or after 14 calendar days from due date.

Example:

$100 due March 1

$101.50 due March 15

$103.03 due March 16

Sent to Collections April 15

After 30 days of outstanding payment, **Mind n Moxie** reserves the right to send You to collections, upon which You will owe the total amount of any outstanding payments plus any collection costs including reasonable attorney’s fees.

**​COURSE PURCHASE REFUNDS**

Within30 days of Your initial purchase or payment of the Offering, We will refund You if You have accessed all the Offering materials, provided Us with proof of completion, and agree to a 30-60 minute phone call to discuss why the Offering was not a good fit for You.

**CHARGEBACKS**

​​You agree to make every attempt to file a refund prior to attempting a chargeback with Your financial institution. In the event of a chargeback attempt, You expressly agree to forfeit any and all of Our bonuses, affiliate bonuses, or other materials afforded to You in exchange for Your original purchase of Our Offering. We reserve the right to present proof of Your access and these Terms and Conditions of Use to the financial institution investigating the dispute.

**RECURRING​ ​PAYMENTS**

​If You have signed up for a payment plan, You hereby authorize Our continued access to Your financial information stored by Our third-party financial processing company referenced in this Agreement until Your payment plan is complete, as set forth in Your acceptance of the purchase terms upon checkout.

**REVOCATION​ ​OF​ ​ACCESS**

​You have the unilateral right to terminate Your use and access to any of Our Offering(s). Please send an email to[**Eliza@mindnmoxie.com**](mailto:Eliza@mindnmoxie.com)to initiate this process. Termination will not excuse You of further payment. Upon confirmation of Your termination, any and all outstanding balances will become immediately due and payable. Any existing balance that remains after 14 days from the date of termination will be sent to a collections agency, and You agree to be responsible for any additional charges, fees, or costs associated with such a collection effort, including but not limited to reasonable attorney’s fees and court costs.

**DISPUTE​ ​RESOLUTION**

​If You and Our Company cannot find a resolution to a dispute or potential claim by means of good-faith negotiation, then You explicitly agree to make a reasonable attempt to resolve any such dispute through Alternative Dispute Resolution or Mediation before filing a civil cause of action.

**NON-DISPARAGEMENT**

​If You are found to be slandering, libeling, or otherwise disparaging Our Company, Offering(s), or related materials at Our discretion, You will be immediately removed from the Offering(s) and any related communications. We reserve the right to file a civil claim of action against You for any such damaging actions You take that materially harm Our Company.

**ENTIRE AGREEMENT**

Before You register with Our website or make any purchases therefrom, You will be asked to consent to Our Privacy Policy. If You have consented, or once You do consent, the terms of the Privacy Policy together with these Terms and Conditions, the information contained herein constitutes the entire agreement between site users and Our company relating to the use of this website.

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These Terms and Conditions of Use and Privacy Policy are governed by and construed in accordance with **The United States** law. Any dispute arising out of or related to the information contained herein is subject to adjudication in the state of **New Jersey**, **United States.**

**CONSENT**

By using Our website, You hereby consent to Our Terms and Conditions of Use and Privacy Policy.

If You require any more information or have any questions about Our Terms and Conditions of Use, or Our Privacy Policy, please feel free to contact Us by email at[**Eliza@mindnmoxie.com**](mailto:Eliza@mindnmoxie.com)**.**

**ELECTRONIC COMMUNICATIONS**

As permitted by applicable law, You consent to receive electronic communications sent from Us to You, such as via email or text, if you contact Us via email or text or otherwise provide Your email or phone number to us. You agree that all agreements and communications we provide to You electronically satisfy any legal requirement that they be in writing.

**ALL​ ​RIGHTS​ ​RESERVED​**

All rights not expressly granted in these Terms and Conditions of Use and Privacy Policy or any express written here, are reserved by Mind n Moxie.

**SEVERABILITY**

If any part of these Terms and Conditions of Use and Privacy Policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

**CONTACT INFORMATION**

**Email:** [**Eliza@Mindnmoxie.com**](mailto:Eliza@Mindnmoxie.com)

**DO NOT SELL OR SHARE MY PERSONAL INFORMATION**

As described in our [Privacy Policy](https://static.showit.co/file/4zCIeSwhm1kqpX1_Qp2Csw/111068/mind_n_moxie_-_privacy_policy_dec2024.pdf), We collect information from You when You visit Our website, make purchases, or interact with Us on social media. Some of this information We collect is personal information to which you may have rights under data privacy regulations.

If you would like to opt out of activity that may be considered a "sale" or "share," or "targeted advertising", please submit your information below. “Sharing” refers specifically to sharing for cross-context behavioral advertising, which is the targeting of advertising to a consumer based on the consumer’s personal information obtained from the consumer’s online activity across numerous websites.

If required by an applicable data privacy regulation, such as the California Privacy Rights Act, we will wait at least 12 months before asking You to opt back in to the sale or sharing of your personal information.

Full Name:

Email Address:

Mailing Address: I am submitting a request to:

Alternatively, you may email us at [**Eliza@mindnmoxie.com**](mailto:Eliza@mindnmoxie.com)explicitly request to opt out of the sale of your data and/or exercise any of Your other privacy rights.