

Website Terms of Service Kelly Bixler August2025

The following Terms of Use are entered into by and between You and DizzyBix Productions (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**” or “**Agreement**”), govern Your access to and use of www.kellybixler.com, including all subdomains, content, functionality, and services offered on or through www.kellybixler.com (the “**Website**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before You start to use the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to You, You accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If You do not want to agree to these Terms of Use including the agreements incorporated by reference herein, You must not access or use the Website.

By using this Website, You represent and warrant that You are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If You do not meet all of these requirements, You may not access or use the Website without express consent of Your parent or guardian.

Changes To the Terms Of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website thereafter. Your continued use of the Website following the posting of the revised Terms of Use means that You accept and agree to the changes. You are expected to check this page from time to time so You are aware of any changes, as they are binding on You.

Privacy Policy

Your use of the Website is also subject to the Company’s Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms of Use.

Accessing The Website And Account Security

We reserve the right to withdraw or amend this Website and any service or material we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

To access the Website or some of the resources it offers, You may be asked to provide certain registration details or other information. It is a condition of Your use of the Website and any resources downloaded from the Website that all the information You provide on the Website is correct, current, and complete. You agree that all information You provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on

the Website, is governed by our Privacy Policy, and You consent to all actions we take with respect to Your information consistent with our Privacy Policy.

If You choose or receive a username, password, or any other piece of information as part of our security procedures, You must treat such information as confidential, and You must not disclose it to any other person or entity. You also acknowledge that Your account is personal to You and agree not to provide any other person with access to this Website or portions of it using Your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of Your user name or password or any other breach of security. You also agree to ensure that You exit from Your account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by You or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, You have violated any provision of these Terms of Use.

No Unlawful Or Prohibited Use And Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and the resources available for download from the Website strictly in accordance with these Terms of Use.

As a condition of Your use of the Website, You warrant to the Company that You will not use the Website or any of the resources available for download from the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website or any of the resources available for download from the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

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 Website, is the property of the Company 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 Website or any of the resources available for download from the Website.

The Company content is not for resale. Your use of the Website or any of the resources available for download from the Website does not entitle You to make any unauthorized use of any protected content, and 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 individual use and will make no other use of the content without the express written permission of the Company.

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 the Company or our licensors except as expressly authorized by these Terms.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

For Educational And Informational Purposes Only

The information contained on this Website and the resources available for download through this website are for educational and informational purposes only. The information contained on this Website and the resources available for download through this Website are not intended as, and shall not be understood or construed as professional advice.

While the employees and/or owners of the Company are professionals and the information provided on this Website relates to issues within the Company's area of professionalism, the information contained on this Website is not a substitute for advice from a professional who is aware of the facts and circumstances of Your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that You should not consult with a professional to address Your particular information. The Company expressly recommends that You seek advice from a professional.

Not Legal Advice

The information contained on this Website and the resources available for download through this website are not intended as, and shall not be understood or construed as, legal advice. The information contained on this Website is not a substitute for legal advice from a licensed attorney who is aware of the facts and circumstances of Your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that You should not consult with an attorney to address Your particular information. The Company expressly recommends that You seek advice from an attorney prior to taking any actions.

Neither the Company nor any of its attorneys shall be held liable or responsible for any errors or omissions on this website or for any damage You may suffer as a result of failing to seek competent legal advice from a licensed attorney who is familiar with Your situation.

Not Financial Advice

The information contained on this Website and the resources available for download through this

website are not intended as, and shall not be understood or construed as, financial advice. The information contained on this Website is not a substitute for financial advice from a professional who is aware of the facts and circumstances of Your individual situation.

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Website should be understood as a recommendation that You should not consult with a financial professional to address Your particular information. The Company expressly recommends that You seek advice from a professional.

Neither the Company nor any of its employees or owners shall be held liable or responsible for any errors or omissions on this website or for any damage You may suffer as a result of failing to seek competent financial advice from a professional who is familiar with Your situation.

No Professional-Client Relationship

Your use of this Website – including implementation of any suggestions set out in this Website and/or use of any resources available on this Website – does not create a professional-client relationship between You and the Company or any of its professionals.

The Company cannot accept You as a client unless and until we determine that there is a fit and until various requirements, such as fee arrangements, are resolved. Thus, You recognize and agree that we have not created any professional-client relationship by the use of this Website.

Accuracy And Personal Responsibility

We have done our best to ensure that the information provided on this Website and the resources available for download are accurate and provide valuable information, but we cannot guarantee the accuracy of the information. Neither the Company nor any of its owners or employees shall be held liable or responsible for any errors or omissions on this Website or for any damage You may suffer as a result of failing to seek competent advice from a professional who is familiar with Your situation.

By using this Website, You accept personal responsibility for the results of Your actions. You agree to take full responsibility for any harm or damage You suffer as a result of the use, or non-use, of the information available on this Website or the resources available for download from this Website. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended on this Website.

No Guarantees As To Results

You agree that the Company has not made any guarantees about the results of taking any action, whether recommended on this Website or not. The Company provides educational and informational resources that are intended to help users of this Website succeed. You nevertheless recognize that Your ultimate success or failure will be the result of Your own efforts, Your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles set out in this Website are no guarantee that You or any other person or entity will be able to obtain similar results.

Links To Third-Party Websites And Services

The Website may contain links to other Websites (“**Linked Websites**”). The Linked Websites are not under the control of the Company and the Company is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. The Company is providing these links to You only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the Website or any association with its operators.

Certain services made available via the Website are delivered by third-party Websites and organizations. By using any product, service, or functionality originating from the Website, You hereby acknowledge and consent that the Company may share such information and data with any third party with whom the Company has a contractual relationship to provide the requested product, service, or functionality on behalf of the Website’s users and customers.

No Endorsements

From time to time, the Company will refer to other products, services, coaches, consultants, and/or experts. Any such reference is not intended as an endorsement or statement that the information provided by the other party is accurate. The Company provides this information as a reference for users. It is Your responsibility to conduct Your own investigation and make Your own determination about any such product, service, coach, consultant, and/or expert.

Testimonials

At various places on this Website, You may find testimonials from clients and customers of the products and services offered on this Website or by the Company. The testimonials are actual statements made by clients and/or customers and have been truthfully conveyed on this Website.

Although these testimonials are truthful statements about results obtained by these clients and/or customers, the testimonials are not a guarantee of results that You or anyone else will obtain by using any products or services offered on this Website or by the Company.

Reviews

At various times, we may provide reviews of products, services, or other resources. This may include reviews of books, services, and/or software applications. Any such reviews will represent the good-faith opinions of the author of such reviews. The products and services reviewed may be provided to the Company for free or at a reduced price as an incentive to provide a review.

Regardless of any such discounts, we will provide honest reviews of these products and/or services. You recognize that You should conduct Your own due diligence and should not rely solely upon any reviews provided on this website.

We will disclose the existence of any discounts or incentives received in exchange for providing

a review of a product. If You would like more information about any such discounts and incentives, send an email to hello@kellybixler.com that includes the title of the reviewed product as the subject line. We will respond via email and disclose any incentives or discounts we received in association with any such review.

Affiliate Links

From time to time, the Company participates in affiliate marketing and may allow affiliate links to be included on some of our pages. This means that we may earn a commission if/when You click on or make purchases via affiliate links. The Company will inform You when one of the links constitutes an affiliate link.

As a policy, the Company will only affiliate with products, services, coaches, consultants, and other experts that we believe will provide value to our customers and followers.

You recognize that it remains Your personal responsibility to investigate whether any affiliate offers are right for Your business and will benefit You. You will not rely on any recommendation, reference, or information provided by the Company but will instead conduct Your own investigation and will rely upon Your investigation to decide whether to purchase the affiliate product or service.

Use Of Paid Products

The Company provides various paid digital products and programs for sale on this Website (the "**Paid Products**"). The Company grants You a limited, personal, non-exclusive, non-transferable license to use our Paid Products for Your own personal or internal business use. Except as otherwise provided, You acknowledge and agree that You have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Paid Products beyond the license granted herein.

As a condition of purchasing and/or using the Paid Products, You agree that the Forms You purchase or download may only be used by You for Your personal or business use and may not be sold or redistributed without the express written consent of the Company.

As a condition of purchasing and/or using the Paid Products, You further agree that You shall not create any derivative work based upon the Paid Products and You shall not offer any competing products or services based upon any information contained in the Paid Products.

Use Of Free Downloadable Content

The Company provides various resources on this Website, which users may access by providing an e-mail address. The Company grants You a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address (the "**Freemium Content**") for Your own personal or internal business use. Except as otherwise provided, You acknowledge and agree that You have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Freemium Content in any manner.

By downloading the Freemium Content, You agree that the Freemium Content You download

may only be used by You for Your personal or business use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Freemium Content, You further agree that You shall not create any derivative work based upon the Freemium Content and You shall not offer any competing products or services based upon any information contained in the Freemium Content.

Guests

The Company may, from time to time, provide information from a third party in the form of a podcast guest interview, interview on another platform, guest blog post, or other medium. The Company does not control the information provided by such third-party guests, is not responsible for investigating the truth of any information provided, and cannot guarantee the veracity of any statements made by such guests.

Individuals who agree to appear as guests on any podcast offered by the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

Refund Policy

For the sale of certain products, the Company provides a money-back guarantee. That money-back guarantee is governed by the following terms, except to the extent that the terms of a specific product or service provide otherwise. If the terms of a particular product contain a different refund policy, that policy governs as to those products.

We want You to be satisfied with Your purchase, so we will refund Your purchase without questions if You ask within the refund period. To claim a refund, You must request Your money back within 30 days of the purchase. You may request Your money back by emailing hello@kellybixler.com. That email must reference the product purchased, the date of Your purchase, and the email and name associated with the purchase. You are not required to submit any proof that You have completed any work or meet any other requirements.

Upon determining that You are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If You receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted You to use the material provided to You as part of that purchase. You shall immediately cease using the material and shall destroy all copies of the product.

No Warranties

THE COMPANY MAKES NO WARRANTIES REGARDING THE PERFORMANCE OR OPERATION OF THIS WEBSITE. THE COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE INFORMATION, CONTENTS, MATERIALS, DOCUMENTS, PROGRAMS, PRODUCTS, BOOKS, OR SERVICES INCLUDED ON OR THROUGH THIS WEBSITE. TO

THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

YOU AGREE TO ABSOLVE THE COMPANY OF ANY AND ALL LIABILITY OR LOSS THAT YOU OR ANY PERSON OR ENTITY ASSOCIATED WITH YOU MAY SUFFER OR INCUR AS A RESULT OF THE USE OF THE INFORMATION CONTAINED ON THIS WEBSITE AND/OR THE RESOURCES YOU MAY DOWNLOAD FROM THIS WEBSITE. YOU AGREE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TYPE OF DAMAGES, INCLUDING DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EQUITABLE, OR CONSEQUENTIAL LOSS OR DAMAGES FOR USE OF THIS WEBSITE.

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE WEBSITE AT ANY TIME.

THE COMPANY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE COMPANY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY 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 WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY 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 WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE.

Choice of Law & Choice of Forum

The Parties agree that this Agreement shall be construed under the laws of New Hampshire regardless of any choice of law rules.

Each Party irrevocably and unconditionally agrees that any dispute arising under or related to this Agreement shall be resolved exclusively through individual, non-class arbitration to be held in Rockingham County, New Hampshire under the rules of the American Arbitration Association. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such arbitration and agrees to bring any such dispute only in such forum. Each Party agrees that a final judgment by such arbitration is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Fee Shifting

The Parties agree that the prevailing Party in any action relating to or arising out of this Agreement will be awarded its reasonable attorneys' fees and costs incurred as a result of such a proceeding.

Miscellaneous Clauses

The Parties further agree:

Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Assignment. Neither Party may assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. For the avoidance of doubt, any party may rely upon employees or independent contractors to perform any work required of it in this agreement, but the Party shall remain ultimately responsible for the completion of that work and its quality. Any purported assignment or delegation in violation of this Section shall be null and void.

Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Indemnification. Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, and agents for any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising from the Indemnifying Party’s (i) breach or non-fulfillment of any representation, warranty, or covenant in this Agreement, (ii) breach of this Agreement, or (iii) grossly negligent behavior in connection with this Agreement.

Force Majeure. Neither Party shall be liable or responsible to the other, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of that Party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage. If the event in question continues for a continuous period in excess of 15 days, either Party shall be entitled to give notice in writing to the other to terminate this Agreement.

Contact Us

The Company welcomes Your questions or comments:

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Newton, NH 03858

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