

## TERMS AND CONDITIONS

Thank you for visiting my website and choosing to spend your time on these pages.

Bellow I have listed some important legal terms that apply to you - the visitors to and users of my website (“Visitor”, or “User”, or “You”). These terms are a necessary form of protection for both you (the “Visitor” or “User”) and me (“Teodora Pavkovic”, “I”, or “me”).

Please read the following terms and conditions (referred to as the “Terms and Conditions” or “Agreement”) fully and carefully before you continue to use this website and the services provided on it. This agreement sets forth legally-binding terms and conditions for your use of this website and its content. By using this website, you are agreeing with these terms and conditions as they appear here, whether or not you have read them.

*By accessing and/or using this website, including but not limited to visiting or browsing its pages, downloading information and/or documents from it, contributing to and/or sharing its content, and/or purchasing available content, you agree to be bound by these terms and conditions. You acknowledge that your participation in the usage of this website and/or its content is voluntary and that you alone are responsible for your actions and results. You agree that you will use your own diligence and judgement before accepting, applying and/or implementing any advice and/or recommendations you may receive through this website and/or its content. You acknowledge and accept that you take full responsibility for your health, life and well-being, and for all decisions now and in the future, as they pertain to your usage of this website and/or its content. You also represent and warrant that you are at least 18 years of age and that you agree to these terms and conditions. Any registration by, use of, and/or access to this website and its content by a person under the age of 18 is unauthorized, unlicensed and in violation of these terms and conditions. Should you have any reason not to fully agree to and/or understand these terms and conditions, please leave this website immediately and avoid or discontinue the use of any of its services.*

### **Intellectual Property:**

The content and features of this website have been created and are owned by Teodora Pavkovic as of 2017. Certain background images have been provided free of charge by Wix.com, Inc. Where this website displays or uses other intellectual property that is neither owned by me nor within the public domain, a clearly marked reference will indicate to whom the material belongs originally and/or was created by. While every effort has been made to accurately cite the original sources of information (in all its forms, including but not limited to pictures, videos and text) provided on this website, there may be some errors and/or omissions present, in which case you acknowledge and agree that I shall not be liable for these errors and/or omissions and any results that may arise from them to the fullest extent permitted by law.

You acknowledge and agree that due to the fast-paced and changeable nature of scientific research, I cannot be held responsible or accountable for the accuracy of the content on this website. I make no warranty or guarantee of the accuracy or completeness of any content

provided herein, and you acknowledge and accept that such information may be inaccurate or incomplete to the fullest extent permitted by law.

**Limited License:**

If you view my website and/or use and/or purchase any of its content, you are a licensee of that content. You understand and accept that if you purchase any of the available online programs and/or services you are granted a revocable, non-transferable license for personal, non-commercial use only, that is limited to you alone. You also understand and accept that you are purchasing one single copy of each program only.

You understand and accept that you do not have the permission to duplicate, copy and/or share any of the products you have downloaded and/or purchased as that is considered theft, and those who do so will be prosecuted to the full extent of the law.

The information provided on this website, whether free of charge or chargeable, is provided solely for your own personal non-commercial use. You may not use this information in any way that constitutes an infringement of my rights or in a way that has not been approved and/or authorized by me. Furthermore, unless specifically authorized by me, the information on this website shall not be reused, shared, copied, published, modified, uploaded, posted, transmitted, sold, exploited, distributed, derived from or tampered with in any way or through any medium (including, but not limited to by e-mail and/or other electronic means). The information on this website that is provided free of charge and is clearly marked as such (in the form of downloadable documents), may be downloaded by you and printed by you in one copy only, and used for your own personal, non-commercial use, provided that you give me full attribution and credit by name, keep intact all copyright, trademark and other proprietary notices and, if used electronically, you must include the link back to the website page from which the content was obtained by you. You may not remove any intellectual property and/or copyright notices on any of the materials available on this website.

Recording, photographing, copying in writing and/or reproducing in any other way any of the material on my website, including but not limited to photos, videos and/or text, is absolutely prohibited. You agree that you will not use any device, including but not limited to a smart phone, tablet, digital camera and/or personal computer to do so, as that would lead to a direct violation of these terms and conditions.

You may establish a hypertext link to any of the pages on this website, so long as the link does not state or imply in any way any sponsorship of your website by this website and/or by me. You may not, without my prior authorization, frame or inline link any of the content of this website or incorporate into another website or other service any of the content, material or intellectual property on this website.

You may not at any time and in any way, including but not limited to copying, sharing and using, imply that this website and/or its content was created by you or is yours. You do not in any way assume ownership of this website and/or its content by visiting and/or using this website, and/or downloading and/or purchasing any of the content available therein.

You must receive my written permission before using any of the content available on my website for your own business/commercial use or before sharing it with others. I am granting you a limited license to access and enjoy my website and its contents for your own personal use and not for your own business/commercial use, or in any manner that earns you money, unless I give you written permission to do so.

As a licensee, you understand, acknowledge and accept that I have developed/obtained this website and its contents through the investment of significant time, knowledge, experience, effort and expense, and that this website and its content are valuable assets of mine that need to be protected from improper and/or unauthorized use. You may not use this website or its contents in a manner that constitutes an infringement of my rights or in a way that has not been authorized by me.

Should you want to request written permission to use my content or any other intellectual property or property belonging to me, you must do so *before* you use the content by completing the “Contact” form on this website or sending an e-mail to [psycoach.tp@gmail.com](mailto:psycoach.tp@gmail.com).

You may not use this website and/or its content in any way that goes against these terms and conditions, unless I have given you explicit written permission to do so. If I do give you written permission, you may use this website and the specific content only in the way that I have given you written permission for, and in no other. If you choose to use this website and its content in any other way than you have been given explicit written permission for, you agree now that you will be treated as though you have copied, shared, duplicated and/or stolen such content from me, and you consent to immediately stop using this content and adhere to any instructions I give you in the manner and time that I prescribe in order to protect my intellectual property and ownership rights of my website and its content.

As a licensee, you agree that you are using your own judgement when you are visiting and using my website and its content, and you also agree that you are doing so at your own risk. You understand, agree and accept that you assume all risks and that no outcomes and/or results are guaranteed in any way related to this website and/or any of its content. This website and its content provide educational information and tools to help you make your own decisions about your personal, relational and/or lifestyle choices. You are solely responsible for your own actions, decisions and results based on the use, misuse and non-use of this website and/or any of its content.

All rights not expressly granted in these terms or any express written licenses are reserved by me.

### **Your Conduct:**

You agree that you will not use this website and/or its content in any way that will or may cause it or access to it to become interrupted, damaged and/or impaired in any way. You understand and accept that you alone are responsible for all of the electronic communication as well as all content that is sent from your device, including but not limited to your mobile phone, computer and/or tablet, to this website as well as to me.

You agree that you will only purchase products and/or services from this website for yourself, or for another person whom you are legally permitted to do so and/or whose consent you have received to provide their name, address, method of payment, credit card number and billing information or any other personal information.

You agree to be financially responsible for all of the purchases you make on this website and/or for those made on your behalf by another party, and that you will only use this website and/or its content as laid out in this agreement and not in an illegal, fraudulent, speculative or false manner.

You will not send, use or re-use any material that is offensive or abusive, illegal or defamatory, threatening, harmful or offensive, as well as any material that may be in breach of confidence and intellectual property rights, or invasive of privacy. You also agree that you will not take any action, direct or otherwise, that may infect and/or disrupt my website and/or its content with a virus and/or any other malicious software and/or hardware. This includes, but is not limited to, mass mailings or spam of any kind as well as commercial solicitation.

You will not impersonate any third party or be deceptive in any way as to your identity when viewing and/or using my website and/or its content.

### **Online Purchases:**

If you decide to make a purchase through my website of any program and/or package, you understand and agree that all purchases are final, and that the option of a refund is not available under any circumstance. In the instance that you decide to sign up for a payment plan instead of a one-time lump-sum payment, you understand and agree that you will be required to complete that payment plan in full even if you cease using the purchased product or service or otherwise change your mind about the purchase before the payment plan is completed. There will be no exceptions to this term and no partial refunds will be granted. Please make sure that you take this into consideration before you agree to make a purchase on my website. When purchasing a program, you will be required to read and agree to a separate set of terms and conditions (“Program Client Agreement Form”), one that will be provided at the time of your purchase. Make sure that you read and understand those terms and conditions fully.

If you decide to sign up for one-on-one sessions with me via phone and/or video-conferencing, you will be required to read and agree to a separate set of terms and conditions (“Client Agreement Form”), one that you will be provided at the time of your signing up. Make sure that you read and understand those terms and conditions fully.

You may also choose to make a purchase through other merchants on my website. If you do decide to make such a purchase, the information collected during the transaction, such as your name and payment details, may be collected by me, the merchant and my payment processing company.

Any business dealings and/or correspondence you may have with another individual, company, organization and/or affiliate through my website are solely between you and that merchant, including, but not limited to, any purchase and/or delivery terms and conditions. You understand and agree that I am not liable for any aspect of those dealings, including those that potentially

incur damage, loss and/or refund issues. Always make sure that you read and understand the terms and conditions, and privacy and data collection practices of all merchants you deal and/or correspond with, as they may be different than the ones pertaining to this website and/or its content. You acknowledge and agree that I will not be held liable for the policies and practices pertaining to other merchants.

You release me, as well as my payment processing company and merchants from any of the damages you may incur, and you agree not to assert any claims against me or them that may come about through making a purchase on or using my website and/or its content.

**Termination:**

I reserve to right to, at my sole discretion, partially or fully terminate or block your access to my website and/or its content at any time and without any prior notice. If this should happen, you will no longer be allowed access to that part of the website and/or its content, and this restriction shall apply indefinitely or until such a time as I see fit to re-establish your access.

**Compliance with Laws and Regulations:**

As a visitor and/or user you agree to comply with all applicable laws and regulations and you also agree not to breach or infringe any laws or regulations which for the purpose hereof shall, without limiting the generality of the forgoing, include all statutes, regulations, ordinances, standards, codes, specifications, permits, licenses or other rules of any government, regulatory bodies, or public authority having jurisdiction in the state of New York, U.S.A. This agreement as well as any further rules, policies, or guidelines incorporated by references shall be governed and construed in accordance with the laws of the state of New York, U.S.A., without giving effect to any principles of conflicts of law.

**Changes to Terms and Conditions:**

These terms and conditions are subject to change without prior notice. By using this website, you agree to abide by all terms of conditions as amended and to keep yourself up-to-date on any potential changes made to these terms and conditions.