

Last updated: December 12, 2016

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the www.celebratingwealth.com website (the “Website”) operated by Catherine Borowski (“us”, “we”, “our”) as these Terms and Conditions contain important information regarding limitations of our liability.

Your access to and use of the Website is conditional upon your acceptance of and compliance with these Terms. These Terms apply to everyone, including, but not limited to: visitors, users and others, who wish to access or use the Website.

By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have our permission to access or use the Website.

This Website is provided to familiarize users and visitors with Catherine Borowski’s life coaching services and to provide life coaching workshops.

Purchases

If you wish to purchase any product or service made available through the Website (“Purchase”), you will be asked to supply your full name, email address, phone number, credit card number, expiration date, CVV and zip code to Square for payment. We do not collect or store this information. We are not responsible for your information on Square and do not guarantee that your payment or other personal information will be safe.

You hereby represent and warrant that: (i) you have the legal right to use any payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

We reserve the right to refuse or cancel your order at any time for reasons including, but not limited to: product or service availability, error(s) in your order, or for any other reason.

We have the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected. If fraud or an unauthorized or illegal transaction is suspected, we have the right to contact law enforcement to report the above actions and to provide your information.

Cancellation Policy

We do not offer cancellations on purchases.

Refunds

We do not offer refunds on purchases.

Availability, Errors and Inaccuracies

We assume no liability for availability, errors, or inaccuracies in the information provided on this Website. We may experience delays in updating information on the Website and in our advertising on other websites. The information, products and services found on the Website may contain errors or inaccuracies or may not be complete or current. Products or services may be incorrectly priced, described inaccurately, or unavailable on the Website and we cannot guarantee the accuracy or completeness of any information found on the Website. We expressly reserve the right to correct any pricing errors on our Website.

Celebrating Wealth makes no representations about the suitability of the information, products, and services contained on this Website for any purpose, and the inclusion or offering of any products or services on this Website does not constitute any endorsement or recommendation of such products or services by us. All such information, products, and services are provided “as is” without warranty of any kind. We disclaim all warranties and conditions that this Website, its servers or any email sent from us are free of viruses or other harmful components. We hereby disclaim all warranties and conditions with regard to this information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, title and non-infringement. We disclaim all warranties that the workshops provided through our Website are proper for your industry. We disclaim all warranties regarding the effectiveness of the workshops and do not guarantee that the workshops will help you.

Links to Third-Party Sites

This Website may contain hyperlinks to websites operated by parties other than Celebrating Wealth. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Intellectual Property

All contents of this Website are ©2016 Catherine Borowski and Celebrating Wealth. All rights reserved. Celebrating Wealth, www.celebratingwealth.com, and all content and other materials on this Website, including, without limitation, all logos, designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of Catherine Borowski and Celebrating Wealth, and are either registered trademarks or trademarks of Catherine Borowski and Celebrating Wealth in the U.S. and/or other countries. Other logos and product and company names mentioned herein may be the trademarks of their respective owners. We are not responsible for content on websites operated by parties other than us.

If you are aware of an infringement of our intellectual property, please let us know by contacting us at catherine@celebratingwealth.com.

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Website infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to catherine@celebratingwealth.com, with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims”. Our copyright agent is Catherine Borowski. The following is her contact information:

Catherine Borowski
catherine@celebratingwealth.com
2455 West Ohio Street, #15E
Chicago, IL 60612
(312) 513-4099

You may be held accountable for damages (including costs and attorneys’ fees) for any misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Website on your copyright.

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information. Please note that we will not process your complaint if it is not properly filled out or is incomplete. To report that your intellectual property rights have been infringed upon, please email us at catherine@celebratingwealth.com and include the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;
2. a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
3. your address, telephone number, and email address;
4. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through the Website may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Indemnification

In no event shall Celebrating Wealth and Catherine Borowski, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Website; (ii) any conduct or content of any third party on the Website; (iii) any content obtained from the Website; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Damages

In no event shall we be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and services obtaining through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if we have been advised of the possibility of such damages.

If, despite the limitation above, we are found liable for any loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Celebrating Wealth and Catherine Borowski will in no event exceed \$100.00.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms of Use is found to have failed of its essential purpose. The limitations of liability provided in these Terms of Use inure to the benefit of Celebrating Wealth and Catherine Borowski.

Governing Law, Severability, Dispute Resolution, and Venue

These Terms shall be governed and construed in accordance with the laws of Illinois, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Website, and supersede and replace any prior agreements we might have had between us regarding the Website.

Any controversy or claim arising out of or relating to these Terms and Conditions, including, without limitation, the interpretation or breach thereof, shall be submitted by either party to arbitration in Cook County, Illinois and in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted by one arbitrator, who shall be (a) selected in the sole discretion of the American Arbitration Association administrator and (b) a licensed attorney with at least five (5) years' experience in the practice of law and at least five (5) years' experience in the negotiation or litigation of Terms and Conditions disputes. The arbitrator shall have the power to enter any award that could be entered by a judge of the state courts of Illinois sitting without a jury, and only such power, except that the arbitrator shall not have the power to award punitive damages, treble damages, or any other damages which are not compensatory, even if permitted under the laws of the State of Illinois or any other applicable law. The written decision of the arbitrator shall be final and binding and enforceable in any court having jurisdiction over the parties and the subject matter of the arbitration. The non-prevailing party shall pay all arbitration fees of the prevailing party. Notwithstanding the foregoing, this Section shall not preclude either party from seeking temporary, provisional, or injunctive relief from any court.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

By continuing to access or use our Website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Website.

Contact Us

If you have any questions about these Terms, please contact us at catherine@celebratingwealth.com.