

Website Terms and Conditions of Use with Disclosures and Disclaimers

By visiting and using this website, you agree that you have read, understood, and agree to the following Terms and Conditions of Use by AshleyClairSkywalker.com (doing business as Ashley Clair Skywalker).

Course, Program, & Workshop Disclaimer

By registering for Courses, programs, or workshops on AshleyClairSkywalker.com for yourself or another individual, you agree to accept the website Terms and Conditions. If you are registering another person (unless acting in capacity as parent/guardian) to take an AshleyClairSkywalker.com course or workshop, you undertake to inform them of these Terms and Conditions.

1. Intellectual Property

This website includes materials protected by intellectual property laws, including without limitation written text, logos, photos, videos, music, art, designs and/or graphics.

You may view, download, print, and use materials from this website for personal, noncommercial purposes only. Any reproduction or unauthorized use of any materials found on this website shall constitute infringement.

2. Coaching, Course, & Workshop Materials

Client acknowledges that Ashley Clair Skywalker owns, or has permission to use, all copyrights, trademarks, and other intellectual property rights in any written or online materials, workshops, or videos that may be used during coaching relationship. Coach hereby grants Client permission to use these materials for Client's own personal use only. Client agrees not to copy, share, sell, or distribute any of these materials to anyone else.

3. Termination and Refunds

All fees for sessions, courses, and workshops are non-refundable.

4. Visitor Comments and Posts

If you submit, comment or post any materials (such as photos, videos or written content) to this website, you represent and warrant that: (1) you are at least 13 years old; (2) you are the owner of or have permission to share such materials; (3) you grant Ashley Clair Skywalker a perpetual, royalty-free, worldwide non-exclusive license to use, copy, reproduce, publish, distribute, display

and publicly perform those materials, in whole or part, in any manner or medium, now known or hereafter developed, for any purpose, including commercial purposes and advertising; (4) you grant Ashley Clair Skywalker a perpetual, royalty-free, worldwide non-exclusive license and release to use your name and likeness in connection with such materials for any purposes, including commercial purposes and advertising. Ashley Clair Skywalker does not claim any ownership rights in your materials.

Please choose carefully the materials that you upload to, submit to, or embed on this website. Any material you post on this website becomes public. You are responsible for your material and for any liability that may result from the material you post on this website. You participate, comment, and post material on this website at your own risk. Any communication by you on this website, whether by leaving a comment or participating in a chat room, message board, public forum, chat bot, contact submission form or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

AshleyClairSkywalker.com, in its discretion, may delete or modify, in whole or part, any post, comment or submission to this website. AshleyClairSkywalker.com does not, however, have any obligation to monitor posts, comments, or material submitted by third parties.

AshleyClairSkywalker.com neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on this website. Ashley Clair Skywalker shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on this website.

5. Visitor Behavior on Website

You are strictly forbidden from the following:

- Causing damage to this website
- Using this website for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using this website to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using this website to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from this website

- Sharing private and proprietary information from online courses with anyone else

AshleyClairSkywalker.com may, without notice, refuse access to its website, in whole or part, to any person that fails to comply with these Terms.

6. DISCLAIMERS

This website provides information only, and does not provide any financial, legal, medical or psychological services or advice. None of the content on this website prevents, cures or treats any mental or medical condition. You are responsible for your own financial, legal, physical, mental and emotional well-being, decisions, choices, actions and results. Ashley Clair Skywalker disclaims any liability for your reliance on any opinions or advice contained in this website.

This website is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You should consult with a professional if you have specific questions about your own unique situation.

AshleyClairSkywalker.com may demonstrate certain physical exercises. You understand that physical activity and exercise are inherently risky and dangerous activities. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by AshleyClairSkywalker.com. You acknowledge AshleyClairSkywalker.com and its owners, agents, employees, and contractors may not be a trained or certified exercise instructor or personal trainer.

7. IMPORTANT EARNINGS DISCLAIMER - NO GUARANTEE OF RESULTS OR EARNINGS

You agree that AshleyClairSkywalker.com has not made and does not make any specific representations about the earnings or results you may receive. AshleyClairSkywalker.com cannot and does not guarantee that you will achieve any particular result or earnings from your use of the website, and you understand that results and earnings differ for each individual.

AshleyClairSkywalker.com courses and workshops do not substitute as professional healthcare. Ashley Clair Skywalker does not claim to diagnose or cure any condition. Ashley Clair Skywalker does not give medical advice, perform medical treatment, or interfere with Healthcare professional treatments. The practices and exercises given by Ashley Clair Skywalker are not meant to replace one-to-one professional healthcare. By using content and practices provided by Ashley Clair Skywalker you agree to waive any claims towards Ashley Clair Skywalker for any psychological, emotional, or physical changes, transformations, variance in outcomes, or detox

symptoms that may or may not occur.

8. Links to Third-Party Products, Services, or Sites

Any links to third-party products, services, or sites are subject to separate terms and conditions. AshleyClairSkywalker.com is not responsible for or liable for any content on or actions taken by such third-party company or website. Although Ashley Clair Skywalker may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

9. No Warranty

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THIS WEBSITE ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ASHLEY CLAIR SKYWALKER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ASHLEY CLAIR SKYWALKER DOES NOT WARRANT THAT THIS WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ASHLEY CLAIR SKYWALKER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THIS WEBSITE.

10. General Terms

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to its conflict of laws. The nearest state and federal court to Florida shall have exclusive jurisdiction over any case or controversy arising from or relating to this website, including but not limited to the Privacy Policy or these Terms. By using this website, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

If any provision of these Terms is held invalid or unenforceable, the remainder of these Terms will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision. The prevailing party in any dispute between the parties arising out of or related to these Terms, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

AshleyClairSkywalker.com may change, modify or update these Terms at any time without notice. Any access or use of this website by you after AshleyClairSkywalker.com posts such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms, contact ashleyclairskywalker@gmail.com.

Ashley Clair Skywalker controls and operates this website from offices in the United States. AshleyClairSkywalker.com does not represent that materials on this website are appropriate or available for use in other locations. People who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Disclosure of Relationships.

This website is written and edited by Ashley Clair Bouton operating under pseudonym Ashley Clair Skywalker. AshleyClairSkywalker.com does not accept forms of cash advertising, sponsorships, paid insertions, complimentary products, or other forms of compensation from third parties.

Ashley Clair Skywalker does not have relationships that might present a conflict of interest or influence the content of this website.

Updated on July 31st, 2024