

# Website and Company Policies and

## Terms and Conditions Refund Policy

For the purpose of this statement, Tammy Dunnett will be known as “The Owner” The terms “user,” “you,” and “your” refer to Site visitors, customers, and any other users of the Sites. The term "Services" refers to products and services offered by The Owner, including but not limited to, a blog, email series, ebooks, coaching packages, programs and online courses hosted on any of The Owner’s Sites.

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Use of any of The Owner’s sites, including all materials presented herein and all online Services provided by The Owner, is subject to the following Terms and Conditions. These Terms and Conditions apply to all Site visitors, customers, and all other users of the Sites. By using the Sites or Services, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

### Use of the Sites and Services

Information provided on the Sites and in the Services related to Providing Better Patient Care through Eradicating Workplace Bullying and Education and other information are subject to change. The Owner, regardless of its source (the “Content”), is accurate, complete, reliable, current, or error-free. The Owner disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

### Account Creation

In order to use the Sites and Services, you may be required to provide information about yourself including your name, email address, username and password, payment information, address, and other personal information. You agree that any registration information you give to The Owner will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Services, violate any laws in your jurisdiction.

### Lawful Purposes

You may use the Sites and Services for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Sites. You agree to use the Sites and to purchase services or products through the Sites for legitimate, non-commercial purposes only. You shall not post or transmit through the Sites any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

### **Refusal of Service**

The Services are offered subject to The Owner's acceptance of your order or requests. The Owner reserves the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by The Owner until payment has been processed. The Owner may at any time change or discontinue any aspect or feature of the Sites or Services, subject to The Owner fulfilling previous responsibilities to you based on acceptance of your payment.

### **Order Confirmation**

The Owner will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform The Owner as soon as possible.

### **Cancellations, Refunds & Returns**

Terms and conditions of pre-paid coaching packages will be governed by contract agreement entered into between you and The Owner.

Refunds for course purchases of the NurseMinder Education Series hosted at [tammydunnnett.com/NurseMinder](http://tammydunnnett.com/NurseMinder) may be issued upon written request only within the first 7 days of purchase so long as you have not yet claimed the course bonuses. If you have claimed your course bonuses, even if it is within the first 7 days of purchase, you forfeit your ability to request a refund for the Service.

Refunds for purchases of the Communication Crossroads course hosted at [tammydunnnett.com/communicationcrossroads](http://tammydunnnett.com/communicationcrossroads) may be issued upon written request only within the first 14 days of purchase. All refunds are discretionary and are intended to provide the customer with an opportunity to see the course's value without risk, not download materials they plan to use later after a refund is issued. To deserve a refund, customer must prove they have put work into the course by applying the methods taught to their business first.

For all online courses (CommunicationCrossroads.com: NurseMinder.com; TammyDunnnett.com), Site visitors who request and are granted a refund will immediately have their access to all program materials revoked. "Program materials" may include, but are not limited to, members' areas, bonuses, communities and coaching services.

### **Product Description**

The Owner endeavors to describe and display the Sites and Services as accurately as possible. While The Owner tries to be as clear as possible in explaining the Sites and Services, please do not accept that the Sites' and Services' descriptions are entirely accurate, current, or error-free. From time to time The Owner may correct errors in pricing and descriptions. The Owner reserves the right to refuse or cancel any order with an incorrect price listing.

### **Material You Submit to the Sites**

You shall not upload, post or otherwise make available on the Sites any artwork, photos, or other materials (collectively "Materials") protected by copyright, trademark, or other proprietary right without the express written permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any Materials are not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all Materials submitted by you to the Sites, you automatically represent or warrant that you have the authority to use and distribute the Materials, and that the use or display of the Materials will not violate any laws, rules, regulations, or rights of third parties.

### **Intellectual Property Rights to Your Materials**

The Owner claims no intellectual property rights over the material you supply to The Owner. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Sites or Services. Content you submit to The Owner remains yours to the extent that you have any legal claims therein. You agree to hold The Owner harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material on the Sites, you grant The Owner a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

### **The Owner's Intellectual Property**

The Sites and Services contain intellectual property owned by The Owner, including trademarks, copyrights, proprietary information, and other intellectual property. You may

not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Sites' or Services' Content or intellectual property, in whole or in part, without The Owner's prior written consent. The Owner reserves the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

## **Trademarks**

Amazon, Amazon.com, Amazon Prime, Amazon Standard Identification Number (ASIN), Kindle, and Goodreads are trademarks of Amazon.com, Inc.

Facebook is a trademark of Facebook, Inc.

Android, Google Play, Google, Gmail, the Google Logo, Google Chrome, Google Maps, Google Talk, YouTube and other marks are trademarks of Google, Inc.

iBooks and iBookstore are trademarks of Apple, Inc.

iTunes is a trademark of Apple, Inc.

Instagram is a trademark of Instagram, Inc.

LinkedIn is a trademark of LinkedIn Corporation.

Twitter is a trademark of Twitter, Inc.

All other trademarks displayed on the Sites are the intellectual property of their respective owners.

## **Changed Terms**

The Owner may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by The Owner posting the new Terms and Conditions on this Site. Any use of the Sites or Services by you after being notified means you accept these amendments. The Owner reserves the right to update any portion of the Sites and Services, including these Terms and Conditions, at any time. The Owner will post the most recent versions to this Site and list the effective dates below the Terms and Conditions section.

## **Limitation of Liability**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE OWNER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITES OR SERVICES. ADDITIONALLY, THE OWNER IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF,

DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF THE OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE OWNER'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE PRODUCT OR SERVICE YOU HAVE PURCHASED FROM THE OWNER, AND IF NO PURCHASE HAS BEEN MADE BY YOU THE OWNER'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$100.

### **Third Party Resources**

The Sites and the Services contain links to third party websites and resources. You acknowledge and agree that The Owner is not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with The Owner. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **Indemnification**

You shall indemnify and hold The Owner harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Sites or Services. You shall provide The Owner with such assistance, without charge, as The Owner may request in connection with any such defense, including, without limitation, providing The Owner with such information, documents, records, and reasonable access to you, as The Owner deems necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **Effect of Headings**

The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

### **Entire Agreement; Waiver**

This Agreement constitutes the entire agreement between you and The Owner pertaining to the Sites and Services and supersedes all prior and contemporaneous agreements, representations, and understandings between you and The Owner. No waiver of any of the provisions of this Agreement by The Owner shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by The Owner.

## **Notices**

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed via email to The Owner at [info@tammydunnett.com](mailto:info@tammydunnett.com)

## **Governing Law; Venue; Mediation**

Unless otherwise specified, THE OWNER displays this Site and the Contents solely to market and promote THE OWNER services in Canada and United States. THE OWNER controls and operates this Site from its offices in Sherwood Park, Alberta Canada.

These Terms shall be construed according to Canadian Law, without regard to conflicts of laws. Any dispute arising under or relating to these Terms, the Contents, the use of the Site, or products or services purchased using this Site, shall be resolved exclusively by the provincial courts of Alberta, Canada. Your use of the Site constitutes your consent to the jurisdiction and venue of said courts with respect to any such dispute.

These Terms are the entire agreement between you and THE OWNER relating to the Site or its Contents. Any other agreements between you and THE OWNER are superseded and have no force or effect.

## **Recovery of Litigation Expenses**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## **Severability**

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the

Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **Assignment**

These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable, delegable, sublicenseable, or otherwise transferable by you. Any transfer, assignment, delegation, or sublicense by you is invalid.

**Last Updated: April 27, 2019**

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