

## **Website Terms and Conditions:**

### ***Terms & Conditions***

BY VISITING [WWW.TALKOFFTHEEDGE.COM](http://WWW.TALKOFFTHEEDGE.COM) and/or [WWW.FRANKLINANDFOLGER.COM](http://WWW.FRANKLINANDFOLGER.COM) YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.

### ***Overview***

- The terms “we,” “us,” and “our” refer to Franklin and Folger LLC, including its employees, associates and contractors.
- The term the “site” refers to [www.talkofftheedge.com](http://www.talkofftheedge.com).
- The terms “user,” “you,” and “your” refer to site visitors, customers, and any other users of the site.
- Use of [www.talkofftheedge.com](http://www.talkofftheedge.com), including all materials presented herein and all online services provided by us, is subject to the following terms and conditions. These apply to all site visitors, customers, and all other users of the site. By using the site or service, you agree to these terms and conditions, without modification, and acknowledge reading them.

### ***Use of the Site and Service***

To access or use the site, you must be 18 years of age or older and have the requisite power and authority to enter into these terms and conditions. Children under the age of 18 are prohibited from using the site.

Information provided on the site and in the service related to career coaching, coaching, leadership support, and other information are subject to change.

Franklin and Folger LLC makes no representation or warranty that the information provided, regardless of its source (the “content”), is accurate, complete, reliable, current, or error-free. Franklin and Folger LLC disclaims all liability for any inaccuracy, error, or incompleteness in the content.

### ***Lawful Purposes***

You may use the site and service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the site. You agree to use the site and to purchase services or products through the site for legitimate, non-commercial purposes only.

### ***Refusal of Service***

The services are offered subject to our acceptance of your order or requests. We reserve 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 us until payment has been processed. We may at any time change or discontinue any aspect or feature of the site or service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

### ***Order Confirmation***

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

### ***Product and Service Description***

We endeavor to describe and display the products and services as accurately as possible. While we try to be as clear as possible in explaining the service, please do not accept that the site is entirely accurate, current, or error-free. From time to time we may correct errors in pricing and descriptions.

### ***Our Intellectual Property***

The site, products and services contain intellectual property owned by Franklin and Folger LLC, including 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 site or service content or intellectual property, in whole or in part, without our prior written consent.

We reserve the right to immediately remove you from the service, without refund, if you are caught violating this intellectual property policy.

### ***Changed Terms***

We may at any time amend these terms and conditions. Such amendments are effective immediately upon notice to you by us posting the new terms and conditions on this site. Any use of the site or service by you after being notified means you accept these amendments.

We reserve the right to update any portion of our site and service, including these terms and conditions, at any time. We will post the most recent versions to the site and list the effective dates on the pages of our terms and conditions.

### ***Limitation of Liability***

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE, PRODUCTS OR SERVICES. ADDITIONALLY, FRANKLIN AND FOLGER LLC 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 FRANKLIN AND FOLGER LLC 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 FRANKLIN AND FOLGER LLC'S CUMULATIVE LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF THE SERVICE YOU HAVE PURCHASED FROM FRANKLIN AND FOLGER LLC, AND IF NO PURCHASE HAS BEEN MADE BY YOU FRANKLIN AND FOLGER LLC'S CUMULATIVE LIABILITY TO YOU SHALL NOT EXCEED \$100.

### ***Third Party Resources***

The site and the service may contain links to third party websites and resources. You acknowledge and agree that we are 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 Franklin and Folger LLC. 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 us and our contractors 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 site or service.

You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem 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 Franklin and Folger LLC pertaining to the site, products and services and supersedes all prior and contemporaneous agreements, representations, and understandings between us.

No waiver of any of the provisions of this agreement by Franklin and Folger LLC 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 Franklin and Folger LLC.

***Notices***

All notices, requests, demands, and other communications under this agreement shall be in writing and properly addressed as follows: 300 Village Drive Suite 619, King of Prussia, PA 19406.

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

This agreement shall be construed in accordance with, and governed by, the laws of the state of Pennsylvania as applied to contracts that are executed and performed entirely in the United States.

The exclusive venue for any arbitration or court proceeding based on or arising out of this agreement shall be King of Prussia, Pennsylvania.

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this agreement by mediation, which shall be conducted under mediation procedures.

The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

***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.

**TYOL/Franklin and Folger Coaching Session Policies**

- Coaching sessions are conducted by phone at the time(s) you selected.
- If you need to reschedule, you need to do so via [www.talkofftheledge.com](http://www.talkofftheledge.com) a minimum of 24 hours in advance of the session start time, otherwise you forfeit the session fee.
- If you are interested in additional coaching sessions, you can reserve a session with a coach you previously talked with or book with any other coach...the choice is yours.
- Your coach will use discussion and questions to assist you as you identify professional/business goals, develop strategies and action plans. You acknowledge the decisions of how to implement choices and actions discussed in coaching sessions are solely your responsibility.
- Since you are responsible for your own decisions, achievements, and success level, the coaching process cannot guarantee you will attain any specific outcomes. You understand that the ultimate outcome of these coaching services is not guaranteed by your coach or Franklin and Folger LLC.
- Coaching does not involve counseling, therapy or psychological treatment.
- You understand that coaching is not to be used as a substitute for professional advice by legal, medical, financial, business, spiritual or other qualified professionals. You will seek independent professional guidance for these matters.
- You are 18 years of age or older and have the power and authority to agree to these terms and conditions.

By booking a session, you accept these terms and conditions.