

WEBSITE TERMS OF USE

Welcome to our website. By using the www.sonjagriggcoaching.com website (this “Website”), you agree to follow and be bound by these terms of use (these “Terms of Use”), and our Privacy Notice, which is hereby incorporated into these Terms of Use. In these Terms of Use, the words “you” and “your” refer to each Website visitor or user, “we,” “us,” and “our” refer to Weightless, LLC d/b/a Sonja Grigg Coaching, a North Carolina limited liability company (“Sonja Grigg Coaching”), and “Services” refers to all services provided by us.

We may revise these Terms of Use at any time without notice to you. It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable, or if you do not agree to these Terms of Use, please do not use this Website.

YOU AGREE THAT BY USING THIS WEBSITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE, YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT AND AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

1. **Privacy.** Your visit to our Website is also governed by our Privacy Notice. Please review our Privacy Notice at www.sonjagriggcoaching.com.
2. **Ownership.** Sonja Grigg Coaching owns and operates the Website. All right, title, and interest in and to the materials provided on this Website, including but not limited to information, documents, logos, graphics, sounds and images (the “Materials”) are owned or licensed either by Sonja Grigg Coaching or by our service providers. Except as expressly stated in these Terms of Use, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the Website shall be construed to confer any license under any of Sonja Grigg Coaching’s intellectual property rights, whether by estoppel, implication or otherwise. Sonja Grigg Coaching expressly reserves any rights not expressly granted herein.
3. **Intended Audience.** This Website is intended for adults residing in the United States only. This website is not intended for any children under the age of 18 or for anyone living outside of the United States.
4. **Trademarks.** Trademarks, service marks, logos, and copyrighted works appearing on this Website are the property of Sonja Grigg Coaching or the party that provided such intellectual property to us. Sonja Grigg Coaching and any party that provides intellectual property to us retain all rights with respect to any of their respective intellectual property appearing on this Website, and no rights in such materials are transferred or assigned to you.
5. **Website Use.** The Website is available only for your personal and non-commercial use, unless otherwise specified. You may not use any service provided by the Website for any other purpose, including any commercial purpose, without the prior express written permission of an authorized representative of Sonja Grigg Coaching. You may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works from, transfer, sell or otherwise infringe on any intellectual property rights related to any information, content, software, products or services obtained from or otherwise connected to this website.

- 6. Account Information.** You may be required to create an account to access portions of our Website or to purchase our services. When you create an account with us, you must provide complete and accurate information as requested on the registration form. Accountholders of this Site ("Users") will also be asked to create a username and password. If you choose to register, you agree to: (a) supply the information requested in the registration process; (b) ensure that all the information you supply to us is accurate; and (c) update your personal information whenever it changes. You are entirely responsible for maintaining the confidentiality of your username and password. You may not use a third party's account, username or password at any time. You agree to notify Sonja Grigg Coaching immediately of any unauthorized use of your account, username or password. Sonja Grigg Coaching shall not be liable for any losses you incur as a result of someone else's use of your account or password, either with or without your knowledge. You may be held liable for any losses incurred by Sonja Grigg Coaching, our affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account or password.
- 7. Fees for Services.** If you sign up for Services that require payment of a fee, you agree to pay all fees associated with such Services and agree to provide us with accurate and complete billing information, including a valid payment method, your name, address and telephone number. All charges are final and non-refundable. If, for any reason, your payment is not honored, you agree that we may, at our option, suspend or terminate your access to the Services and require you to pay the overdue amount by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.
- 8. Compliance with Laws.** You agree to comply with all applicable laws regarding your use of the Website. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.
- 9. Indemnification.** You agree to indemnify, defend and hold Sonja Grigg Coaching and our partners, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Website.
- 10. Nature of Information Provided on the Website.** Any information provided on the Website is provided for informational purposes only. Sonja Grigg Coaching does not diagnose, heal, treat, or claim to cure any medical or psychological condition, and you should not take any information available on the Website as medical or mental health advice.
- 11. Disclaimer.** THE INFORMATION ON THIS WEBSITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THIS WEBSITE IS AT YOUR SOLE RISK. SONJA GRIGG COACHING DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE WEBSITE SHALL BE TO DISCONTINUE USING THE WEBSITE.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL SONJA GRIGG COACHING BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE WEBSITE, YOUR WEBSITE USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE AND/OR CONTENT IS TO CEASE ALL OF YOUR WEBSITE USE.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

13. Use of Information. Sonja Grigg Coaching reserves the right, and you authorize us, to use and assign all information regarding website uses by you and all information provided by you in any manner consistent with our Privacy Policy.

14. Links to Third Party Sites. This Website may contain links to websites controlled by Parties other than Sonja Grigg Coaching (each a “Third-Party Site”). Sonja Grigg Coaching provides these links only as a convenience. We are not responsible for and do not endorse or accept any responsibility for the availability, contents, products, services or use of any Third-Party Site, any website accessed from a Third-Party Site, or any changes or updates to such websites. We make no guarantees about the content or quality of the products or services provided by such websites, and we are not responsible for any loss or damage of any sort you may incur from dealing with a Third-Party Site.

15. Applicable Law. You agree that the laws of the state of North Carolina, without regard to conflicts of law provisions, will govern these Terms of Use and any dispute that may arise between you and Sonja Grigg Coaching or its affiliates.

16. Venue. Any legal action or proceeding relating to your access to or use of this Website or the Materials shall be instituted in a state or federal court in the State of North Carolina. You and Sonja Grigg Coaching agree exclusively and irrevocably to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such legal action or proceeding.

17. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

18. Waiver. The failure of Sonja Grigg Coaching to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Sonja Grigg Coaching must be in writing and signed by an authorized representative of Sonja Grigg Coaching.

- 19. Modification and Termination of the Website.** Sonja Grigg Coaching reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website or any service provided by the Website (or any part thereof) with or without notice.
- 20. Relationship of the Parties.** Nothing contained in this Agreement or your use of the Website shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.
- 21. Entire Agreement.** This Terms of Use constitutes the entire agreement between you and Sonja Grigg Coaching and governs the terms and conditions of your use of the Website, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Sonja Grigg Coaching with respect to this Website. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Website. Sonja Grigg Coaching may revise these Terms of Use at any time by updating this Agreement and posting it on the Website. Accordingly, you should visit the Website and review the Terms of Use periodically to determine if any changes have been made. Your continued use of this website after any changes have been made to the Terms of Use signifies and confirms your acceptance of any such changes or amendments to the Terms of Use.
- 22. Contact Information.**
- If you have any questions regarding these Terms of Use, please contact us at sonja@sonjagriggcoaching.com.