# EQUnity™

## TERMS & CONDITIONS

*Effective Date: [DATE OF PUBLICATION] | Last Updated: [DATE OF PUBLICATION]*

### 1. Introduction and Acceptance of Terms

Welcome to EQUnity™.

These Terms & Conditions ("Terms") govern your purchase, access, and use of digital products, resources, websites, and related services provided by EQUnity, LLC ("EQUnity," "we," "us," or "our").

Please review these Terms before purchasing or using an EQUnity product or service. When these Terms are presented as applicable to a purchase or service, your purchase or use constitutes your agreement to them.

These Terms should be read together with our Privacy Policy and any additional terms or notices presented in connection with a particular product or service.

If you do not agree with these Terms, please do not complete the applicable purchase or use the applicable product or service.

### 2. Products and Services

EQUnity provides educational resources designed to support emotional intelligence, communication, conversations, relationships, and personal and professional development.

Our offerings may include digital publications, guides, downloadable materials, educational communications, and other related resources.

Product descriptions, prices, availability, and features may change from time to time.

Unless specifically stated otherwise, purchasing a digital product does not include ongoing coaching, consulting, professional services, membership, or subscription services.

### 3. Purchases and Payment

Prices and applicable charges are displayed before you complete a purchase.

You are responsible for providing accurate information necessary to complete your transaction and deliver your purchase.

Payments for EQUnity products are processed through Stripe, our payment-processing provider. By submitting a purchase, you authorize the charge displayed during checkout.

EQUnity does not use the Digital Products Creators (DPC) customer database to store complete payment-card information. Payment information entered during checkout is processed by Stripe in connection with the transaction.

### 4. Digital Delivery

EQUnity digital products are generally delivered electronically using the email address or other delivery information you provide.

You are responsible for providing a valid email address and maintaining reasonable access to it.

If you provide an incorrect email address or experience difficulty accessing your purchase, please contact us. After verifying the purchase, we will make reasonable efforts to correct the information and reissue or restore access where appropriate.

Customers are responsible for reasonably accessing, downloading, and saving delivered digital products.

Unless specifically stated otherwise, purchase of a downloadable product does not guarantee permanent or lifetime access to a particular website, platform, download page, or delivery system.

If a technical problem within EQUnity's delivery process prevents you from receiving a purchased product, we will make reasonable efforts to correct the problem.

### 5. Refunds and Purchase Problems

Because EQUnity products are digital, purchases are generally final and non-refundable once the purchased product has been successfully delivered and is accessible and usable.

We also recognize that genuine billing, payment, access, and delivery problems can occur.

Please contact us if you experience a problem such as:

- A duplicate charge;
- Payment without receiving the purchased product;
- A corrupted or unusable file;
- An unauthorized transaction; or
- Another legitimate billing or delivery problem.

Depending on the circumstances, we may reissue or restore access, replace a defective file, correct a billing problem, refund a duplicate or improper charge, provide a refund when a legitimate delivery problem cannot reasonably be resolved, or take another appropriate action.

Providing incorrect contact information, overlooking a delivery email, or experiencing another customer-side access issue does not automatically make a purchase refundable. We will, however, make reasonable efforts to help verify the purchase and resolve the issue.

Nothing in this section limits rights or remedies that cannot lawfully be waived.

## 6. Personal-Use License

When you purchase an EQUnity digital product for individual use, you receive a limited, non-exclusive, non-transferable license to use that product for your personal purposes.

You may:

- Access, read, download, and save your purchased copy;
- Make reasonable print copies for your own personal use;
- Use the material for your own learning and personal development; and
- Apply the ideas, strategies, and principles you learn in your own life and conversations.

Unless EQUnity provides written permission or a separate license, you may not:

- Share or forward the digital file or download link;
- Reproduce or distribute copies to coworkers, teams, organizations, classes, or groups;
- Upload or publicly post the product or substantial portions of it;
- Sell, resell, sublicense, or commercially distribute the product;
- Remove copyright, trademark, or other proprietary notices;
- Commercially exploit protected EQUnity content or present it as your own; or
- Use an individual purchase as an organizational, team, classroom, or group license.

If you would like to use an EQUnity resource with a team, organization, class, or group, please contact us about permission or licensing options.

Nothing in these Terms prevents you from applying the knowledge, strategies, or principles you learn from EQUnity resources in your own life and conversations.

## 7. Intellectual Property

EQUnity products, resources, websites, communications, and related materials may include original writing, scripts, scenarios, graphics, designs, publications, downloads, and other creative content.

Such materials are owned by or licensed to EQUnity, LLC and are protected to the extent provided by applicable intellectual-property laws.

EQUnity™, EQ to the Rescue™, associated logos, and other EQUnity names, marks, and source identifiers are owned by or used with appropriate rights by EQUnity, LLC.

Purchase or receipt of an EQUnity resource does not transfer ownership of EQUnity intellectual property or provide rights to use EQUnity trademarks except as expressly authorized.

Except as permitted by these Terms or applicable law, protected EQUnity materials may not be reproduced, republished, distributed, sold, sublicensed, publicly posted, commercially exploited, or presented as your own without appropriate permission.

Again, these protections apply to the product and protected content—not to your ability to use what you learn.

## 8. Educational and Informational Purposes

EQUnity resources are designed to provide practical educational and informational tools related to emotional intelligence, communication, conversations, relationships, and related areas.

Our materials are not individualized legal, medical, mental-health, financial, employment, or other licensed professional advice and are not intended to replace advice from an appropriately qualified professional.

Purchasing or using an EQUnity resource does not, by itself, create a professional-client relationship.

Scenarios, scripts, examples, strategies, conversation guidance, and suggested language are illustrative tools. Every person, conversation, workplace, relationship, and circumstance is different.

You are responsible for determining whether and how a particular strategy or suggestion is appropriate for your circumstances.

EQUnity does not guarantee a particular response, result, relationship outcome, workplace outcome, or other result from using its educational resources.

Situations involving legal rights, workplace policies, discrimination or harassment, safety, health, finances, or other specialized concerns may require assistance from an appropriate professional, employer resource, agency, or other qualified authority.

## 9. Customer Responsibilities

We ask customers to use EQUnity products and services responsibly.

You are responsible for:

- Providing accurate and reasonably current information;
- Maintaining reasonable access to the email address or other contact information used for delivery;
- Accessing, downloading, and saving digital purchases when appropriate;
- Using EQUnity materials consistently with the personal-use license and applicable law;
- Exercising your own judgment when applying educational material to real-life situations; and
- Refraining from fraudulent, unlawful, harmful, or unauthorized use of EQUnity websites, systems, products, or services.

You may not attempt to gain unauthorized access to our systems, interfere with their operation, knowingly introduce malicious technology, or use our services for fraudulent or unlawful purposes.

If you experience a billing, delivery, access, or product problem, we encourage you to contact us promptly so we have a reasonable opportunity to understand and address it.

## 10. Third-Party Services and Links

EQUnity uses third-party service providers to support portions of its business operations.

Digital Products Creators (DPC) — supports functions such as forms, customer records, communications, digital delivery, automation, analytics, scheduling, and related platform operations.

Stripe — processes payments and related transaction information.

These providers operate their own systems and may maintain their own terms, policies, security practices, and operating requirements.

EQUnity cannot guarantee the continuous availability, operation, security, or performance of independent third-party systems.

However, if a third-party technical issue affects the delivery of an EQUnity purchase, we will make reasonable efforts to assist you and fulfill our obligations.

Our websites, products, or communications may also contain links to independent third-party websites or services. Those third parties are responsible for their own content, operations, terms, privacy practices, and security.

Providing a link does not necessarily mean that EQUnity endorses every aspect of the third party or its services.

## 11. Disclaimers and Limitation of Liability

EQUnity provides its educational resources in good faith with the goal of helping customers approach conversations and relationships with greater awareness, preparation, and emotional intelligence.

Because people and circumstances differ, we cannot guarantee specific results from applying educational material.

You remain responsible for your independent decisions and application of the information, strategies, examples, scripts, and other educational material provided.

To the fullest extent permitted by applicable law, EQUnity will not be responsible for indirect, incidental, special, or consequential losses resulting from a customer's independent application or use of EQUnity educational materials.

This limitation is separate from legitimate transaction or delivery concerns. When an issue involves billing, access, product delivery, or product usability, EQUnity may take appropriate action such as correcting a charge, reissuing access, replacing a file, providing a refund where appropriate, or taking another reasonable remedial action.

Nothing in these Terms excludes or limits liability, consumer protections, remedies, or other rights that cannot lawfully be excluded or limited.

## 12. Suspension, Termination, and Continuing Access

EQUnity may suspend, restrict, or terminate access to websites, systems, delivery services, accounts, or other continuing services when reasonably necessary because of suspected fraud, unlawful activity, unauthorized distribution, intellectual-property misuse or infringement, interference with our systems, or a material violation of these Terms.

Where appropriate, access may be temporarily suspended while a legitimate concern is investigated.

Termination of continuing platform or system access does not ordinarily revoke your right to retain and personally use a legitimately purchased and downloaded product, provided you continue to comply with the applicable license and intellectual-property restrictions.

EQUnity may modify or discontinue websites, platforms, delivery methods, products, or services. Purchase of a downloadable product therefore does not create a promise of permanent platform or download access.

Nothing in this section prevents EQUnity from pursuing reasonable remedies available under applicable law for serious misuse or infringement.

## 13. Governing Law and Resolving Concerns

These Terms are governed by the laws of the Commonwealth of Virginia, to the extent permitted by applicable law and without limiting consumer rights that cannot lawfully be waived or excluded.

If a question, concern, or dispute arises regarding an EQUnity purchase, product, or these Terms, we encourage you to contact EQUnity first so that we have a reasonable opportunity to understand the issue and work toward an appropriate resolution.

Nothing in these Terms prevents either party from exercising rights or remedies that cannot lawfully be waived or restricted.

## 14. Changes to These Terms

EQUnity may update these Terms from time to time to reflect changes in our products, services, business operations, technology, or legal requirements.

When we update these Terms, we will revise the “Last Updated” date.

If we make a material change that significantly affects customer rights or obligations, EQUnity will provide appropriate additional notice, which may include email or another reasonable method.

Changes will apply as described in the applicable notice and subject to applicable law.

Nothing in an update to these Terms eliminates rights or remedies that cannot lawfully be waived.

## 15. Contact Us

If you have questions about these Terms, need assistance with a purchase, or would like to request permission to use an EQUnity resource beyond the personal-use rights described above, please contact:

EQUnity, LLC

Email: wilma@eqtotherescue.com