

Terms of Use

Effective date: August 1, 2024

These Terms of Use ("Terms") govern your use of www.rachel-leduc.com, www.coercivecontrolcommunicator.com, and www.divorcedynamics.com and the coaching, digital products, community, and tools offered by Divorce Dynamics (a sole proprietor, "DD," "we," "us"). By using the site or buying from us, you agree to these Terms and our Privacy Policy. If you do not agree, please do not use the Services.

1. Coaching is not legal, financial, or mental health advice

DD provides divorce coaching and educational resources. We are not a law firm, and nothing on this site or in our Services is legal advice, financial advice, therapy, or counseling. No attorney-client, therapist-client, or other professional relationship is created by your use of the Services. Laws and court practices vary, so consult a licensed attorney about your case and a licensed mental health professional about your wellbeing. You remain responsible for your own decisions.

2. Not an emergency service

The Services are not for emergencies or crisis support. If you are in danger, call 911 or the National Domestic Violence Hotline at 1-800-799-7233.

3. Eligibility and accounts

You must be at least 18 to use the Services. If you create an account, keep your login private and secure, and tell us promptly about any unauthorized use. You are responsible for activity under your account.

4. Coaching services

Private coaching is governed by a separate coaching agreement, which controls if it conflicts with these Terms. Sessions must be rescheduled or canceled at least 24 hours in advance, or the session may be forfeited.

5. Purchases, payments, and refunds

Prices are listed in U.S. dollars and may change at any time, but not for orders already paid. Payments are processed by Stripe.

- **Digital guides and downloads** (including Name It, Respond, Protect Them, bundles, worksheets, and all other digital products) are delivered immediately and are **non-refundable** once purchased, except where required by law.

- **Coaching:** May be canceled at any time by emailing help@rachel-leduc.com. Payments already made for sessions are not refunded.
- **Community memberships and Coercive Control Communicator access** renew automatically at the then-current rate until canceled. You may cancel at any time by emailing help@rachel-leduc.com, and cancellation takes effect at the end of the current billing period. We do not provide partial refunds.

6. License to digital products

When you buy a guide, worksheet, template, or course, we grant you a personal, non-transferable, non-exclusive license to use it for your own non-commercial purposes. You may not copy, share, resell, distribute, post publicly, or use our materials to coach others without our written permission.

7. Coercive Control Communicator and AI-assisted tools

Our tools use artificial intelligence to help you draft communications. Output may be inaccurate, incomplete, or unsuitable for your situation. Review and edit every message before sending, and have your attorney review anything that may be used in court. You are solely responsible for what you send and how you use any output. We do not guarantee any result in your case.

The Coercive Control Communicator runs on OpenAI's ChatGPT platform. Using it requires a ChatGPT account and is also subject to OpenAI's terms of use and privacy policy. We do not control OpenAI's platform and are not responsible for its availability, changes, or how OpenAI handles your data.

8. Community rules

Our community is a place for support. By participating, you agree to:

- Keep what other members share confidential and never screenshot, copy, or repost it
- Treat others with respect and refrain from harassment, threats, or hate speech
- Not post anyone's identifying information, including your ex's, your children's, or other members'
- Not promote products or services or solicit members without permission
- Not offer legal or medical advice as fact

We may remove content or suspend or terminate access, without refund, for violations. Members are responsible for what they post, and we cannot guarantee that other members will keep information confidential.

9. Your content

You keep ownership of what you post or submit. You give us a limited license to host and display community posts as needed to run the Services. We will not use your story, testimonial, or likeness in marketing without your written permission.

10. Intellectual property

All site content, including the C.L.E.A.R. Method, guides, videos, text, graphics, logos, and the Divorce Dynamics name, is owned by or licensed to DD and protected by copyright, trademark, and other laws. You may not use it except as these Terms allow.

11. Prohibited uses

You may not use the Services to break the law, harass or stalk anyone, upload malicious code, scrape or copy the site, attempt to gain unauthorized access, or misrepresent your identity.

12. Disclaimer of warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE ANY PARTICULAR OUTCOME IN YOUR DIVORCE, CUSTODY, OR OTHER LEGAL MATTER.

13. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, DD AND ITS OWNERS, EMPLOYEES, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS ARISING FROM DECISIONS YOU MAKE BASED ON THE SERVICES. OUR TOTAL LIABILITY FOR ANY CLAIM WILL NOT EXCEED THE AMOUNT YOU PAID US IN THE 12 MONTHS BEFORE THE CLAIM.

14. Indemnification

You agree to defend and indemnify DD against claims, losses, and expenses (including reasonable attorney's fees) arising from your misuse of the Services, your content, or your violation of these Terms.

15. Governing law and venue

These Terms are governed by the laws of the State of South Carolina, without regard to conflict-of-law rules. Any dispute will be brought exclusively in the state or federal courts located in York County, South Carolina, and you consent to their jurisdiction.

16. Changes and termination

We may update these Terms by posting a new version with a new effective date. Continued use after changes means you accept them. We may suspend or end access to the Services at any time for violation of these Terms.

17. General

If any part of these Terms is found unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. These Terms, the Privacy Policy, and any signed coaching agreement are the entire agreement between us about the Services.

18. Contact us

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