**Terms and Conditions**

**Last updated:** October 4, 2023

**Agreement between User and www.rhonaberens.com**

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Www.rhonaberens.com is an E-Commerce Site.

Rhona Berens is a Professional Individual & Relationship Coach, Speaker, Writer, Trainer & Workshop Facilitator and Tina Stanley is a Licensed Clinical Social Worker, Certified Hypnotherapist, Writer, and Workshop Facilitator. Rhona is the author and creator of online and in-person coaching and informational and training programs, materials and services, including but not limited to Tame Your Critic, Parent Alliance, and Prep For Parenting, and co-author and co-creator of coaching and informational and training programs, materials and services, including but not limited to the book *Fight Right For Your Baby: The How: To Guide for Expecting and New Parents to Shift from Conflict to Connection*. Tina is the author and creator of informational and training programs, materials and services, and co-author of the book *Fight Right For Your Baby: The How: To Guide for Expecting and New Parents to Shift from Conflict to Connection*. The Sites offer and sell online and in-person coaching and informational programs, provide content about leadership, relationships, free and fee-based resources and services, video and audio recordings (including podcasts), and printable exercises and materials in printable and other formats. Rhona Berens also coaches individual and relationship clients privately around the world, and customizes workshops and services for individual, relationship and organizational (i.e., educational, non-profit, and for-profit) clients around the world. Tina Stanley also provides therapy to individual and relationship clients in California.

**Privacy**

Your use of the Sites is subject to Fight Right Books’ and Rhona Berens's Privacy Policy. Please review the Fight Right Books and Rhona Berens Privacy Policy and the Rhona Berens, Inc. Privacy Policy, which also govern the Sites and inform users of our data collection practices.

**Electronic Communications**

Visiting www.rhonaberens.com or FightRightBooks.com or sending emails to Rhona Berens or Tina Stanley constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically, via email and on the Sites, satisfy any legal requirement that such communications be in writing.

**Your Account**

If you use the Sites, and create an Account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Fight Right Books, Rhona Berens, Rhona Berens, Inc., and Tina Stanley are not—individually or collectively—responsible for third party access to your account that results from theft or misappropriation of your account. Rhona Berens, Fight Right Books and their associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**Children Under Thirteen**

Rhona Berens and Fight Right Books do not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.rhonaberens.com and www.FightRightBooks.com only with permission of a parent or guardian.

**Cancellation/Refund Policy**

Coaching Services Cancellation & Refund Policy: (1) Coaching Sessions: All coaching session fees are payable in full on or before the day upon which services are rendered; coaching fees are also payable in full in the event a client(s) cancels a booked coaching session less than 24 hours in advance of the session date and time, except on case of an emergency. Please contact rhona@rhonaberens.com in the event of an emergency or other urgent matter, e.g., your child's illness, to revisit the cancellation policy. (2) Coaching Packages: All packages are payable in full prior to the first coaching session. All coaching packages are non-refundable, though they are transferable upon approval in writing by Rhona Berens. Please contact rhona@rhonaberens.com for additional information regarding the cancellation and/or refund policy.

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**International Users**

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**Indemnification**

You agree to indemnify, defend and hold harmless Rhona Berens and Fight Right Books, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Sites or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Rhona Berens and Fight Right Books reserve the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Rhona Berens and Fight Right Books in asserting any available defenses.

**Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Rhona Berens and/or Fight Right Books agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

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**Termination/Access Restriction**

Rhona Berens and Fight Right Books reserve the right, in their sole discretion, to terminate your access to the Sites and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California, and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Sites. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you, Rhona Berens, and/or Fight Right Books as a result of this agreement or use of the Site. Rhona Berens's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rhona Berens's and Fight Right Books’ right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Rhona Berens and Fight Right Books with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rhona Berens and/or Fight Right Books with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rhona Berens and/or Fight Right Books with respect to the Sites. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Changes to Terms**

Rhona Berens and Fight Right Books reserve the right, in their sole discretion, to change the Terms under which www.rhonaberens.com and/or www.FightRightBooks are offered. The most current version of the Terms will supersede all previous versions. Rhona Berens and Fight Right Books encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Rhona Berens welcomes your questions or comments regarding the Terms:

Rhona Berens, Inc.

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Effective as of October 4, 2023