

Terms and Conditions of Use

Last Updated: June 21, 2025

The following Terms and Conditions of Use ("Terms") are entered into by and between You and Stephanie Hardison, LCSW ("Company," "we," or "us").

These Terms, together with our Privacy Policy, and any other documents expressly incorporated by reference, govern your use of the website www.theclimbcounseling.com ("Website"), including all materials, resources, information, and services on the Website, whether as a guest or registered user.

Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Website.

By accessing or using the Website, or by clicking to accept or agree to the Terms & Conditions of Use when this option is made available to you, you agree to be bound by these Terms, without modification, and acknowledge reading them. If you disagree with any part of the Terms, you may not access the Website.

PRIVACY POLICY

Your use of the Website is also subject to the Company's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices. Your agreement to the Privacy Policy is hereby incorporated into these Terms.

USE OF THE WEBSITE

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

Information provided on the Website and any resources provided on or available for download from the Website are subject to change. The Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current, or error-free. The Company disclaims all liability for any inaccuracy, error, or incompleteness in the information provided.

The Company reserves the right to withdraw or amend this Website and any service or material provided on the Website in its sole discretion without notice. The Company will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

LAWFUL PURPOSES

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

You shall not post or transmit through the Website any material that:

- Violates or infringes the rights of others,
- Is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable,
- Contains injurious formulas, recipes, or instructions,
- Encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information contained on this Website and the resources, information, webinars, videos, blog posts, courses, downloads, and/or products available through this Website, whether free or paid (the "Resources"), are for educational and informational purposes only. The Company assumes no responsibility for errors or omissions in the contents of the Website.

USE OF FREE DOWNLOADABLE CONTENT

The Company may make resources on this Website accessible to users in exchange for providing an email address ("Gated Content"). The Company grants you a limited, personal, non-exclusive, non-transferable license to use the Gated Content for your own personal or internal business use.

Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or in any way exploit any of the Gated Content in any manner.

By accessing or downloading the Gated Content, you agree that:

- The Gated Content may only be used by you for your personal or internal business use,
- It may not be sold or redistributed without the express written consent of the Company,
- You shall not create any derivative work based upon the Gated Content,
- You shall not offer any competing products or services based upon any information contained in the Gated Content.

MATERIAL YOU SUBMIT TO THE WEBSITE

By posting, uploading, submitting, inputting, providing, or otherwise making available any artwork, photos, written works, or other media, including feedback and suggestions (collectively, "Submissions"), you grant the Company a worldwide, nonexclusive, irrevocable license to use your Submission for promotional, business development, and marketing purposes, including but not limited to:

- Copying, distributing, transmitting, publicly displaying, or performing your Submission,
- Editing, translating, and reformatting your Submission,
- Publishing your name in connection with your Submission.

We claim no intellectual property rights over the Submissions you supply to the Company. You retain copyrights and any other rights you may rightfully hold in any Submissions that you submit through the Website.

You shall not upload, post, submit, or otherwise make available any Submissions protected by copyright, trademark, or other proprietary right without the express written permission of the owner. You shall be liable for any damage resulting from any infringement of rights or harm resulting from such a Submission.

For all Submissions, you automatically represent or warrant that:

- You own or control all rights to your Submission,
- The use or display of the Submission will not violate any laws or rights of third parties.

You agree to hold the Company harmless from and against all claims, liabilities, and expenses arising from any copyright or trademark misappropriation or infringement claimed against you.

The Company is under no obligation to post or use any Submission you provide and may remove any Submission at any time in its sole discretion.

OUR INTELLECTUAL PROPERTY

The Website contains intellectual property owned by the Company, including trademarks, copyrights, proprietary information, and other intellectual property.

We reserve all rights in and to our:

- Common law and registered trademarks,
- Copyrights,
- Text, graphics, photographs, video, design, and packages ("IP").

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce, or perform any of our IP without our prior written consent.

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and its Content strictly in accordance with these Terms.

You agree not to:

- Use the Content for any unlawful purpose,
- Damage, disable, or impair the Website,
- Obtain materials or information through unauthorized means.

All content included on the Website is the property of the Company or its suppliers and protected by copyright laws.

You will not:

- Modify, publish, transmit, reverse engineer, or create derivative works from the Content,
- Delete or alter any proprietary rights notices,
- Use protected content for anything other than individual use without express written permission.

The Company name, logo, slogan, and related names are trademarks of the Company. You must not use such marks without prior written permission.

CHANGED TERMS

We may amend these Terms at any time. The "Last updated" date at the top of this page will indicate revisions. Amendments are effective immediately upon posting.

Your continued use of the Website after revisions constitutes acceptance of the updated Terms.

WARRANTIES

While we strive for accuracy, we do not guarantee that the Website is free from errors.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, we provide the Website and related information "AS IS" and "AS AVAILABLE" without warranties of any kind, including but not limited to:

- Non-infringement,
- Merchantability,
- Fitness for a particular purpose.

ERRORS AND OMISSIONS

This Website is a public resource of general information. We do not guarantee that it is correct, complete, or up to date.

You accept that the information may contain errors and agree to conduct your own due diligence before relying on it.

LIMITATION OF LIABILITY

You agree to absolve the Company of any liability or loss resulting from your use of the Website or Resources.

The Company shall not be liable for:

- Direct, indirect, incidental, or consequential damages,
- Loss of revenue, profits, business, goodwill, or data,
- Third-party theft or unauthorized access to your information.

In states where liability limitations are restricted, our liability is limited to the fullest extent permitted by law.

AVAILABILITY

The Website may experience interruptions or delays. We do not guarantee that it will always be error-free or available.

MALICIOUS CODE

While we take precautions, we do not guarantee that the Website is free from viruses or malicious code. You use the Website at your own risk.

SECURITY

We prioritize security but cannot guarantee against unauthorized access. You assume all risks related to data transmission.

THIRD-PARTY RESOURCES

The Website may contain links to third-party sites. We are not responsible for their content or policies.

REVIEWS

Any reviews on this Website represent the author's honest opinions. Some products/services may have been provided for free or at a discount in exchange for a review.

For disclosure details, email: theclimbcounseling@proton.me with the subject line of the reviewed product.

AFFILIATE LINKS

We may participate in affiliate marketing. If you purchase via an affiliate link, we may earn a commission.

We only affiliate with products/services we believe provide value. You are responsible for investigating affiliate offers before purchasing.

NO ENDORSEMENTS

References to other products, services, or experts do not constitute endorsements. You must conduct your own research.

INDEMNIFICATION

You agree to indemnify and hold harmless the Company from any claims, damages, or expenses arising from:

- Your breach of these Terms,
- Your use of the Website,
- Your failure to maintain confidentiality.

EFFECT OF HEADINGS; SEVERABILITY

Section headings are for convenience only and do not affect interpretation. If any part of these Terms is unenforceable, the rest remains valid.

ENTIRE AGREEMENT; WAIVER

These Terms (with the Privacy Policy) constitute the entire agreement between you and the Company. Any waiver must be in writing.

GOVERNING LAW; JURISDICTION; MEDIATION

These Terms are governed by the laws of CA & CO. Any disputes must be filed in CA & CO courts.

The parties agree to attempt mediation before pursuing legal action.

ALL RIGHTS RESERVED

All rights not expressly granted are reserved by the Company.

CONTACT INFORMATION

The owner of this Website is:
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