



## **Creative Authority with Ginger Moran**

### **Terms and Conditions**

By enrolling in the Book Expedition, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

This program starts upon receipt of payment.

The Book Expedition program includes:

- One 60-90 minute private coaching session with Ginger Moran
- Review of book outline
- Assessment of current state of project and goals
- Plan for next steps in the project
- Access to a writing Facebook group
- Access to the Pack the Essentials e-course.

You agree to comply with the payment option they signed up for, and authorizes the charge to the credit card on file. You further agree to be bound by this non-cancelable commitment, and further agrees to:

The understanding that coaching is not agenting, marketing, copyediting, proofreading, ghostwriting, or publishing. Ginger Moran cannot guarantee an outcome for the book and the her comments about the book are expressions of opinion only.

You are responsible for obtaining appropriate outside advice for legal, financial, business or other matters as necessary. You should refer all legal, tax, accounting and financially related inquires to appropriately qualified professionals.

You affirm that you own all of the material included in the manuscript from images to research material. Ginger Moran is not responsible for obtaining the rights to the material provided by the participant and may cancel this agreement if it is determined that you have not obtained appropriate rights.

Any book produced by you in collaboration with Ginger Moran belongs entirely to the you. Ginger or Creative Authority (the Company) retains no rights of any kind in the book.

The program benefits expire in one 30-day period from the start date of the program and they do

not extend past that time. You understand that any/all scheduled coaching calls or other benefits expire at the end of 30-day period, and will not be carried-over. It is important to note that your benefits MUST be used during the 30-day period.

You are responsible for full payment of fees for the entire program, regardless of whether you actually complete the program. To further clarify, no refunds will be issued and all scheduled payments must be paid on a timely basis whether you complete the program or not. You agree not to initiate a charge-back procedure on any credit cards on account for any reason. Should a dispute over payment arise, you agree that resolution shall first be attempted between yourself and Ginger Moran.

You agree that if you miss any scheduled coaching calls, you lose that call and cannot reschedule it.

### Confidentiality

Ginger Moran will maintain confidentiality with regards to your work product.

You agree (1) not to infringe the Company's copyright, patent, trademark, trade secret or other intellectual property rights, (2) that any information shared by any representative of the Company is confidential and proprietary and belongs solely and exclusively to the Company, (3) you agree not to disclose such information to any other person or use it in any manner. You further agree that (4) all materials and information provided to you by the Company are its confidential and proprietary intellectual property, belong solely and exclusively to the Company and may only be used by you as authorized by the Company, and (5) the reproduction, distribution and sale of these materials by anyone but the Company is strictly prohibited. Further, by signing below you agree that if you violate or display any likelihood of violating any of your agreements contained in this paragraph the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

### Financial Responsibility

We have made every effort to accurately represent the program and its potential benefits. Results can and do vary; therefore there are no guarantees. The testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including but not limited to, his or her background, dedication, starting point in their business, desire and motivation

### Governing Law

These terms and conditions and performance hereunder shall be governed by the laws of the Commonwealth of Virginia. Sole venue and jurisdiction for any proceedings under this Agreement shall be in the state courts located in the City of Staunton, Virginia, or Federal Courts located in the Western District of Virginia.

### Waiver

The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

### Severability

If any provision of these terms and conditions is invalid, illegal, or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed modified in order to comply with applicable law, and the remaining provisions shall not be affected in any way.

### Entire Terms and Conditions and Amendment

These terms and conditions as well as the program description constitute the entire agreement and understanding between the parties and supersede any prior agreement or understanding whether oral or written relating to the subject matter hereof. The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions of this document.