

SchlesingerConsulting.info / Schlesinger Consulting

Assent to Terms & Conditions of Use

Definitions

I/we/client/me: The client or prospective client(s).

You/Schlesinger Consulting/SC/The Company: Any natural person or entity affiliated with Schlesinger Consulting or SchlesingerConsulting.info.

Contract/agreement/terms: These "Terms and Conditions".

Services: Any work done, discussed or contemplated by or on behalf of Schlesinger Consulting for or on behalf of a client or prospective client.

Plaintiff: The party raising the issue or bringing the dispute.

Acceptance of Terms

-I understand that access to Schlesinger Consulting and use of its website (SchlesingerConsulting.info) is subject exclusively to these Terms and Conditions. I agree not to use this website for any unlawful purpose or one prohibited by these Terms and Conditions. I understand that, by using this website, I am fully accepting the terms, conditions, and disclaimers contained in this notice. If I do not accept these Terms and Conditions I understand that I must immediately exit this website.

No Medical or Legal Advice

-I understand that the information provided on this web site and in conversations with SC or its affiliates is for informational purposes only, and should not be considered legal, medical, psychiatric, psychological or behavioral health care advice. I understand that any recommendations or suggestions made are merely the company's personal opinions, and that these opinions are not intended to be a substitute for professional legal or physical/mental health treatment or advice. I understand that I am solely responsible for deciding whether and/or how the company's statements apply to me, and whether I should act in accordance with them.

Financial Advice

-I understand that any financial advice that I receive is merely the company's opinion, and that it is my responsibility to verify with a certified public accountant, financial planner, estate planner, or tax attorney whether this opinion is actually best for my particular situation.

Indemnification

-I agree to hold harmless Schlesinger Consulting, Jason Schlesinger, and any other natural person or entity affiliated with services that I receive for any harm that I suffer as a result of any errors, omissions, acts, or negligence during, or in connection with my communications with or relationships established as a result of my relationship with Schlesinger Consulting. I understand that any relationships formed that arise out of introductions and/or statements made by SC are established solely as a result of my own decision, and that by assenting to any contract or proposal I agree that my legal remedies are limited to the legal pursuit only of the company that I hired, retained, paid, or contracted with, and not Schlesinger Consulting.

-I agree to indemnify SC, Jason Schlesinger, and/or any other natural person or entity affiliated with the services that I receive from Schlesinger Consulting, for any losses that they incur as a result of any actions, legal or otherwise, that I directly or indirectly take against them. I agree not to charge back (or allow any other party to charge back on my behalf) any credit or debit charges, or to stop or dispute payment(s) made by check, whether paid electronically or by physical means. I agree to indemnify SC for any lost fees and/or income plus any costs incurred by SC for any credit chargebacks initiated by me or on my behalf. I further agree to make indemnification in whole within ten (10) business days of the date that I am notified of the loss suffered.

Cessation

-I understand that SC may terminate its relationship with me and/or my business at any time with no advanced notice, and that I have the same right to terminate my relationship with SC for any reason. I agree, without reservation, to compensate SC for time spent in consultations with me, and for the hours that SC spends working on my behalf at either the rate of \$200 USD per hour, or at the most recently written agreed upon rate.

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Disclaimers and Limitation of Liability

-No representation, warranty, or endorsement is made of any product, service, or company, or of the content or accuracy of any materials contained in, or linked to, any advertisement or link on the site.

-I understand that SC does not endorse any product or service other than its own, and the choice of whether to utilize any other product or service is solely mine. **NO EXPRESS WARRANTIES OR GUARANTEES** of any kind, other than that of receiving a single free 30-minute consultation are made by SC. **ALL LANGUAGE CONSTRUED AS AN EXPRESS WARRANTY IS HEREBY DISCLAIMED.** I understand that the only warranties that exist, if any, are those created and prescribed by law.

No Refunds

-Under no circumstance will a refund or credit be honored, except for cancellations received 48 hours in advance of the originally scheduled consultation or meeting. Such notice may be provided by telephone, voicemail, email, United States Postal Service (or other courier), or fax but must be confirmed in writing by SC before becoming valid.

Reservation of Right To Refuse Clients

-SC does not knowingly provide services when it might cause additional or unnecessary risk to the client. SC assumes that clients report to SC honestly, and SC bases its judgments on this assumption. SC reserves the right to exercise professional judgment, and may choose to terminate or decline requests for services for any reason. In such cases SC will attempt to provide appropriate direction to the person requesting services.

Confidentiality

-I understand that no representative or agent of SC will disclose any information discussed in confidentiality to any person or entity outside of SC except: as necessary to complete the service requested and secure the services of a 3rd party or support company; in situations where it is reasonably and genuinely believed that there is a substantial risk of potential harm to me (the client), an agent of the company, or a third party; when the client provides written or verbal consent; or for administrative purposes, including without limitation, billing and record keeping.

-I agree not to share with any person or entity other than SC, any opinion or information offered to me, except with written consent by SC, or as may be required by law under subpoena or in cooperation with a law enforcement agency with a valid warrant. Any information unclear as to whether it should be considered confidential, shall be deemed confidential by default.

Proprietary Information

-I understand that all information that I discuss with SC that pertains to the way, method, time, and pace that SC conducts its business, in addition to with whom and with which companies/businesses SC does business is strictly proprietary information. I agree not to share any information that is considered proprietary to SC with any natural person or entity for any reason. If I am uncertain whether specific information is considered proprietary, than I agree to review this website, as any information regarding SC that is not included on SchlesingerConsulting.info is considered proprietary. I agree to immediately pay to SC liquidated damages in the amount of \$250,000 for each separate instance that I share the company's proprietary information, and \$150,000 for each occasion that the information I share is shared with an additional party.

Mediation/Arbitration

-I agree that, with the exception of payment-related issues, all disputes will be settled by facilitative mediation by a mediator agreeable to both parties. I agree that all costs of mediation will be paid by the plaintiff. If mediation is unsuccessful, then all remaining disputes will be decided by a neutral arbitrator with all related costs, including but not limited to legal fees, mediation/arbitration costs, and/or governmental fees, to be paid by the plaintiff. I agree that all mediation agreements and arbitration decisions will be binding on all parties involved.

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Venue and Choice of Law

-I agree that all disputes will be argued within the appropriate state or U.S. federal court encompassed by the federal District of Delaware, and that the laws of the State of Delaware will govern to the extent permitted by the appropriate statute(s) and/or code(s).

Merger and Integration:

-I agree that this contract supersedes all prior written and oral agreements. If any part of these terms and conditions, or any other additional, non-conflicting term, between SC and the client is deemed unenforceable, then the remainder shall remain in effect and fully enforceable.

 X

Signature

Title & Company Name *(if applicable)*

Date

After printing and signing this document, please upload and email it to us at SC@SchlesingerConsulting.info in **PDF, JPG, or BMP** format. If you are having technical trouble, then please call us at 732.658.1056 to receive fax authorization and our fax number.