

NATURALLY CONSCIOUS LEADERSHIP GROUP TERMS AND CONDITIONS

WELCOME TO THE NATURALLY CONSCIOUS LEADERSHIP GROUP (NCLg)!

BY BECOMING A MEMBER OF NCLg, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS AS OUTLINED BELOW.

OVERVIEW

The terms “we,” “us,” and “our” refer to Tigrilla Gardenia dba. The term “Site” refers to <https://community.tigrillagardenia.com/nclg>. The terms “user,” “you,” and “your” refer to site visitors, customers, members and any other users of the site.

SERVICE

The Naturally Conscious Leadership group (NCLg) is a membership group accessible via site and app for online training, coaching, mentoring, and other content relating to self-development (the “Service”).

Use of NCLg, including all materials presented herein and all online services provided by Tigrilla Gardenia dba, is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them.

Parties agree that the Service is in the nature of education. The scope of services provided by Tigrilla Gardenia dba according to this Agreement are limited to those listed on NCLg membership website. Tigrilla Gardenia reserves the right to substitute services equal to or comparable to the services listed if the need arises, without prior notice.

NCLg runs on the Mighty Networks platforms and by becoming an NCLg member you acknowledge that you are also bound by the [Terms of Use of Mighty Networks](#).

1. Payment Plan Agreement Contract

MONTHLY PAYMENT PLAN MEMBERSHIPS

Applies to memberships where payments are made every month during the duration of the membership term.

You understand and agree that you have committed to a contract. And you agree to membership fees payable by you at the rate offered at purchase time every month for a period of three (3) months to access the training site for a period of three (3) months if you purchase any monthly rolling payment plan membership.

FIXED PAYMENT PLAN MEMBERSHIPS

Applies to memberships where payments are made for 12 months of the membership term.

You understand and agree that you have committed to a contract. And you agree to membership fees payable by you at the rate offered at purchase time to access the training site for a period of 1 year if you purchase any 1 year duration fixed payment plan membership.

CANCELLATION OF MONTHLY PAYMENT PLAN

You understand that you are able to cancel your membership within the agreed-upon trial period without incurring any fees. Just go to "[Your Purchases](#)" to cancel. After your trial period, your contract runs out.

You understand that should you cancel, your membership will run through the end of the paid period, then access only for NCLg will be revoked. This will not affect your access to the Naturally Conscious Community nor any other paid programs. There will be no reimbursement for the remaining NCLg period and no additional cancellation fee.

CANCELLATION OF YEARLY PAYMENT PLAN

You understand that you are able to cancel your membership at any time. Just go to "[Your Purchases](#)" to cancel.

You understand that should you cancel before your 12 months are up, your membership will run through the end of the paid year, then access only for NCLg will be revoked. This will not affect your access to the Naturally Conscious Community nor any other paid programs. There will be no reimbursement for the remaining NCLg period and no additional cancellation fee.

2. Membership

If you are under 18 years, you need your parents' permission before becoming a member and accessing the Site.

Your Membership is non-transferable. You must not share your username and password with anyone else or allow anyone else to access the Site using your username and password.

You are responsible for every use of the Site that occurs in conjunction with use of your username and password. You must use reasonable efforts to keep your username and password confidential. You must notify us as soon as you become aware of any unauthorised use of your membership, username or password.

Membership is based on periodic subscription fees which are detailed on the Site's sign up page. Your membership, or access to Content and areas of the Site, will be suspended or cancelled if we do not receive the fees for your subscription type.

You may also have rights granted to you by law which may entitle you to a refund of fees in specific circumstances. Apart from those things, refunds of subscription fees will not be made.

3. Availability and Use of the Site

The Site will usually be available 24 hours a day, seven days a week. The Site is run on the Mighty Networks platform and as such, there may be interruption or suspension of your access to the Site or the provision of the Site's services and Content, for maintenance, technical or other reasons.

When accessing and using the Site and its services and Content, you must comply with directions, instructions or protocols posted on the Site.

We are pleased to be able to offer a wide range of exclusive Content on the Site for your educational and learning needs, which we aim to regularly add to. The Content will be updated, changed or removed from time to time, at our discretion, so we can't guarantee that specific Content will always be available on the Site.

4. RIGHTS TO CONTENT; INTELLECTUAL PROPERTY

Each item of Content is copyright of its author. We own any NCLg-contributed Content, and all other rights in the Site including its design, compilation and look and feel.

Your membership gives you a right (a revocable, non-exclusive licence) to use the Content for personal purposes. You must not redistribute Content (such as call recording, eBooks, videos, courses and source files). You may use, modify and manipulate files for your own personal educational purposes, but you must not otherwise exploit the files and the assets in them, or redistribute the files or assets. If you love the Content, please ask your friends to become members too!

You may freely use the procedures and techniques demonstrated in the Content (that is, the knowledge you gain) for any commercial or personal purpose.

The trademarks and logos displayed on the Site are, unless otherwise stated, those of Tigrilla Gardenia dba and others, and you must not use these without the approval of the relevant owner.

5. Fair use and prohibited conduct

You are permitted to download Content to your computer as part of your membership. But your membership is subject to a 'fair use' policy. Our 'fair use' policy requires that your use of the Site and the Content must be fair, genuine and reasonable. For example, the total amount of Content you download must be reasonable in light of your genuine education and learning needs, and the time needed to genuinely engage with the Content. We will use our reasonable discretion to decide whether a member has complied with the 'fair use' policy.

You must not use scripts to automatically mass download Content.

You also must not:

- a. use a false email address, impersonate others, or misrepresent your affiliation with others;
- b. insert advertising, branding or other promotional content into the Site or Content;
- c. attempt to gain unauthorised access to computer systems or materials through the Site;
- d. engage in automatic gathering of information from or through the Site (such as "spidering", "screen scraping", "database scraping" or harvesting of email addresses);

- e. attempt to interrupt or alter the Site's operation in any way (for example through sending mass unsolicited messages, "flooding" servers, or introducing a virus, time bomb, trojan horse, worm, cancelbot or other computer routine);
- f. use the Site or the Content in a way that violates applicable law, that violates third party intellectual property or other rights, or that is, fraudulent, obscene, offensive, or defamatory; or
- g. except as allowed in these Membership Terms, copy, distribute, transmit, modify or otherwise exploit the Content or any other data or code made available through the Site.

6. Intellectual property complaints

We respect the intellectual property rights of others, and require that you do the same.

Please contact us if you believe that your intellectual property or other rights are being affected by anything on the Site.

If you are specifically making a copyright-based claim regarding Content, please forward the following information to us:

- a. your address, telephone number, and email address;
- b. a description of the location of the alleged infringing material;
- c. a description of the copyright work that has been allegedly infringed; and
- d. a statement by you that you warrant that the information given in your claim is accurate and that you are either the copyright owner or are authorised to act on the copyright owner's behalf.

7. Site and community rules

Please read our Site and Community rules, which are part of these Membership Terms and apply to content contributed to the Sites by members (such as comments, reviews and forum posts).

We reserve the right, but are not obliged, to monitor all matter posted to the Site. We are not responsible or liable for material posted by others. We do, however, reserve the right to edit, refuse to post or to remove matters that in our discretion are objectionable or in violation of these Membership Terms, our policies or applicable law.

You must not upload or post any materials that:

- a. restrict or inhibit others' use or enjoyment of the Site;

- b. are false, misleading, fraudulent, unlawful, abusive, harassing, defamatory, obscene, vulgar, or offensive;
- c. infringe others' rights, including privacy or intellectual property rights;
- d. disclose personal information about others, particularly sensitive information;
- e. contain a virus, spyware, or other harmful component; or
- f. contain commercial solicitation or 'spam' of any kind.

8. Privacy

Our information collection and use of any personal information about you is set out in our Privacy Policy.

Personal information that you disclose may be used by Tigrilla Gardenia, its agents and contractors in relation to your membership and the Site, including marketing activities for the Site.

We may disclose any personal information as necessary to satisfy any law, regulation or government request.

9. Refusal, suspension or termination of membership

We may, in our discretion, immediately restrict, suspend or terminate your membership and access to the Site if we consider you in breach of these Membership Terms, any other Site rules, or applicable law.

We reserve the right to refuse membership in our discretion (examples include previous breaches of membership terms on any of our websites and previous utilisation of the Site's refund policy).

10. Liability and disclaimer

Except as provided in an applicable Non-excludable Law, we are bound only by the express promises made in these Membership Terms and are not bound by implied terms.

Except as provided in an applicable Non-excludable Law:

a. we do not promise that the Content or your access to the Site will be uninterrupted or error-free, that any defects will be corrected, or that the Site or Content are free of viruses or any other harmful components; and

b. we make no promises regarding your access to, or the results of your access to, the Site or Content in terms of correctness, accuracy, timeliness, completeness, reliability or otherwise.

Except as provided in an applicable Non-excludable Law, we and our affiliates are not liable for indirect, incidental, special or consequential damages, loss or revenue or loss of profits which result from any use of or access to, or any inability to use or access, the Site.

11. Changes to Membership Terms

We may change these Membership Terms from time to time, but we will notify members before doing so. You will be given the opportunity to cancel your subscription with a pro-rata refund (based on time remaining in your subscription) if you do not want to accept the changes. If you do not opt out in this way, your continued subscription to and use of the Site will be an acceptance of the updated Membership Terms.

12. Applicable Laws

The laws of Florida, USA govern these Membership Terms, and you and Tigrilla Gardenia submit to the jurisdiction of the courts there.