

Terms and Conditions

Welcome to BBARS of Excellence!

Thank you for using BBARS of Excellence and the products, services and features available.

Our Service

The services provided by BBARS of Excellence are designed to help you and thereby the individuals you support gain skills to more successfully navigate challenges.

Your Service Provider

BBARS of Excellence is a DBA of Resilient Roots, PLLC located at 614 Franklin Pierce Hwy, Barrington, NH 03825 and operates under the laws of New Hampshire, USA.

Applicable Terms

Your use of the BBARS of Excellence products, resources and features is subject to your inherent agreement to abide by copyright law and refrain from infringement on intellectual property rights. Your use is also subject to your understanding that the owner of this site nor BBARS of Excellence is not liable for the outcome of your use of its products, services, resources and features. Your use is also subject to your understanding that use of the BBARS of Excellence products, services, resources and features is not mental health treatment. If you are experiencing a mental health concern, you are encouraged to seek out professional mental health support. If you are experiencing a mental health emergency, seek immediate professional support such as the emergency room. If you are located in the USA, you may call 988.

If you do not understand or agree with these terms, then you may not use BBARS of Excellence.

Who may use this Service?

Users must be 18 years of age or older. If you are under age 18, please consult your parent or legal guardian for the ability to use the Service with their agreement and supervision. If a parent or legal guardian agrees for a child under the age of 18 to utilize the Service, they are taking on the responsibilities of agreeing to the Terms and Conditions on the behalf of the child.

The Service includes information that assists users in supporting people of all ages including individuals under the age of 18. The way the Service is used to support others is the responsibility of the user.

Permissions and Restrictions

You may view the content on this website for your personal and professional use at your own

risk.

You may not:

-Tamper with the security or content of the website in any way.

-Copy or use the content without citing proper credit to BBARS of Excellence.

Disclaimer

The user understands that BBARS of Excellence is owned and operated by a Coach/Consultant who is an experienced professional and Entrepreneur with a Master's in Counseling acting as a coach/consultant.

The user understands that the Coach/Consultant is not providing or acting under her therapist license. The Coach/Consultant and users work together is not a substitute for professional mental health therapy, psychiatric or medical advice. The Client understands that the Coach/Consultant does not guarantee any outcome, income revenue, and/or profit from the Parties' work together.

Limitation of Liability

Notwithstanding anything to the contrary contained herein, the users sole and exclusive remedy for negligence, failure to perform, or breach by BBARS of Excellence and its employees hereunder shall be a refund of the amount paid but not earned on the Agreement. IN NO EVENT SHALL BBARS OF EXCELLENCE NOR ITS EMPLOYEES BE LIABLE TO THE USER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

Indemnification

User agrees to indemnify and hold harmless BBARS of Excellence and its agents, employees, representatives, successors and assigns from all direct and third party claims, losses, expenses, fees, including attorneys' fees, costs, and judgments that may be asserted against BBARS of EXCELLENCE DBA Resilient Roots, PLLC or the Coach/Consultant, by any third parties that result from the errors, negligence, acts, and/or omissions of the Client and/or BBARS of EXCELLENCE nor its employees.

Arbitration

Any controversy or claim between the Parties shall be settled by arbitration before a single, mutually agreed upon arbitrator under the then current rules of the American Arbitration Association (“AAA”). If the Parties cannot agree upon an arbitrator, then each party shall appoint one arbitrator and then both arbitrators, in turn, shall appoint a third neutral arbitrator to hear the matter. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in a state court of New Hampshire. The arbitration hearing shall be held in the state of New Hampshire. Each party shall pay its own costs and expenses related to the arbitration, and shall split the cost of the arbitrator equally. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. No damages excluded by or in excess of any damage limitations set forth in this Agreement shall be awarded. The sole remedy for the user shall be a refund of any amount paid to BBARS of EXCELLENCE.

Third-Party Links and Services

BBARS of Excellence may contain, provide and/or utilize third-party links and software. BBARS of Excellence does not have control over these third-party sites or software. The user is encouraged to read the terms and conditions of each of the linked or utilized third-party prior to consuming/engaging in its content or service. The BBARS of Excellence website is hosted through Wix. It's social media links are through Facebook, Instagram and LinkedIn. It's course content is integrated into the BBARS of Excellence website through Thinkific. BBARS of Excellence utilizes the third-party services of Zoom for video conferencing and creation and Constant Contact for newsletters and payment purposes.

About this Agreement

This agreement may change at any time without notice. The user is responsible for viewing the Terms and Conditions each time they utilize BBARS of Excellence services or content.

Severance

If a portion of this agreement is not enforceable by law, it is not mean that the other terms within

this document are void.

No Waiver

If you fail to comply with the Terms and Conditions, BBARS of Excellence has the right to take action without a limited timeframe.