

Terms and Conditions of Use for Carlo Solutions / Coates Data Strategies Training Programs

Policy last updated: December 9, 2022

Please read these Terms and Conditions of Use (“**TOU**”) carefully. You must agree to these TOU before you are permitted to use any Carlo Solutions/Coates Data Strategies digital or downloadable resources, online course, one-on-one or group coaching, class, program, workshop, or training, or enter any online private discussion areas operated by Carlo Solutions and/or Coates Data Strategies (for any purpose), whether on a website hosted by Carlo Solutions/Coates Data Strategies or on a third-party online course platform (collectively “**the Program**”).

If you do not agree with these TOU, you may not use the Program. By using any of our Programs, you are agreeing to the TOU as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these TOU, please do not use our Programs.

As used in these TOU, the term “**Releasees**” is defined to include the following: (i) Carlo Solutions/Coates Data Strategies, their subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors, and assigns (collectively “**CS/CDS**”, “we” or “us”); (ii) any CS/CDS volunteers.

1. Participants

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in this Program may not be appropriate for children. CS/CDS hereby disclaims all liability for use by individuals under the age of 18.

2. Payments and Refunds

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to CS/CDS, without any additional authorization, for which you will receive an electronic receipt. You also agree that CS/CDS is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If you fail to make payment in a timely manner in accordance with these TOU, or voluntarily decide to withdraw from the Program at any time or for any reason, you will remain fully responsible for the full cost of the Program. CS/CDS reserves the right to charge a late fee on all balances more than 30 days overdue. You agree to reimburse CS/CDS for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

Your satisfaction with the Program is important to us. Extensive time, effort, preparation, and care goes into creating and providing the Program.

Unless otherwise provided by law, you acknowledge that there is a no-refund policy. The issuance of a refund would be a rare exception because every participant brings their own expectations, experience level, priorities, and effort level to the Program. Refund and rescheduling provisions include:

- For dissatisfied participants: To request a refund, a detailed statement with specifics about why the Program was not satisfactory will be required. Issuance of partial or full refunds will be considered on a case-by-case basis by Carlo Solutions/Coates Data Strategies, based on information provided by you.
- For unexpected changes in participant schedule or priorities: Upon request, you may substitute another person from your organization in the Program or reschedule to a later Program delivery date.

Since we have a clear and explicit Refund Policy in these TOU that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the chargeback.

3. Intellectual Property Rights

a. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases, and all other information and intellectual property accessible on or through CS/CDS website, any third-party website that CS/CDS may use to distribute or host the

Program, and contained in e-mails sent to you by CS/CDS, as well as the look and feel of all of the foregoing ("**the Content**") is property of CS/CDS and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

b. CS/CDS's Limited License to You; Use of Editable Content

If you view, purchase, or access any Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use, limited to you only.

Edits are prohibited for all Content, unless expressly allowed for a specific document.

A subset of Content in the Program will include downloadable templates, checklists, and documents ("**Editable Content**"), which will clearly indicate that edits are permitted. This is a limited, personal, non-exclusive, non-transferable license to use our Content for your own personal or internal business use.

You may not republish, reproduce, reverse engineer, alter, duplicate, enhance, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third-party money (other than by applying them generally in your own organization). This includes original Content plus derivative works originating from Editable Content. By downloading, printing, or otherwise using the Program or Content for personal use you in no way assume any ownership rights of the Content – it is still CS/CDS property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

You must receive our express written permission before using any of the Program or Content for your own commercial use, or before sharing with others outside of your organization.

The trademarks and logos displayed on the Program or Content are trademarks belonging to CS/CDS, unless otherwise indicated. Any use including framing, metatags, or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these terms or any express written license, are reserved by us.

c. Unauthorized Use

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$10,000 if you did not pay fees for the Program, in addition to any legal or equitable remedies CS/CDS may be entitled to pursue. This is not a penalty, but an agreed liquidated damage charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Us that may not be adequately compensated by damages, entitling Us to obtain injunctive relief, without bond, in addition to all legal remedies.

d. Your License to CS/CDS for Use in Testimonials and Marketing

By posting or submitting any material during the Program such as feedback, comments, questions, chat messages, posts, photos, designs, graphics, images, videos, or other communication facilities designed to enable you to communicate with the group (collectively, "**Participant Contributions**"), you are representing to us that you are the owner of all such materials, and you are at least 18 years old.

You also grant us, and anyone authorized by us, the right to identify you as the author and individual depicted in Participant Contributions. This includes identifying you by name, screen name, likeness, or face which may be recognizable to other participants, and extends to delivery of Content to current and future Program participants. It does NOT include advertising or marketing purposes. You acknowledge that we have the right but not the obligation to use any Participant Contributions from you, and that we may elect to cease the use of any such contributions in the Program or in our Content at any time for any reason.

We will explicitly request your permission to use any of feedback you provide on the Program for testimonial, advertising, or marketing purposes. When you have authorized use of your feedback on the Program, you are granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display your feedback, in whole or in part, in any manner or medium.

e. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property

belonging to us, you must request permission in writing BEFORE you use the Content: [Contact Form](#)

If you are granted permission by CS/CDS, you agree to use the specific Content that CS/CDS allows and only in the ways for which CS/CDS has given you its written permission. If you choose to use the Content in ways that CS/CDS does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

f. Use of Freely Available Community Content

Blog posts, videos, diagrams, and presentation materials published to the Community Resources area of the Coates Data Strategies website or the Power BI Tips website ("**Community Content**") are subject to a [Creative Commons license](#), which requires attribution and allowed no changes. All other Content, including the Program, remains the intellectual property of CS/CDS and NOT subject to a Creative Commons license.

By downloading the Community Content, you agree that the Community Content you download may only be used by you for your personal or business use and may not be sold or redistributed without the express written consent of CS/CDS.

By downloading the Community Content, you further agree that you shall not create any derivative work based upon the Community Content and you shall not offer any competing products or services based upon any information contained in the Community Content.

4. Your Conduct in the Program; Confidentiality

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by CS/CDS and any third-party sites and forums operated by CS/CDS. Any material you post on CS/CDS's website or in any third-party sites and forums operated by CS/CDS may become public.

CS/CDS is not legally bound to keep your information confidential. Nevertheless, CS/CDS agrees to keep all information about our relationship strictly confidential except in very rare circumstances where disclosure is required by law, for example when a court might issue a subpoena for the file or information, or if you threaten to harm yourself, or others. You acknowledge that our communications are not covered by any type of

privilege.

You agree to keep all information you learn about other Program participants, their organization, or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on CS/CDS's website and any third-party sites and forums operated by CS/CDS, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory, or obscene or otherwise in violation of any law or the rights of others. You agree to post comments or other material only one time.

CS/CDS, in its discretion, may delete or modify, in whole or part, any post, comment, or submission to CS/CDS's and any third-party sites and forums operated by CS/CDS. CS/CDS does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. CS/CDS neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on CS/CDS website or any third-party sites and forums operated by CS/CDS. CS/CDS shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on CS/CDS website and any third-party sites forums operated by CS/CDS.

You are strictly forbidden from the following:

- Causing damage to any CS/CDS website or third-party sites and forums operated by CS/CDS
- Using any CS/CDS website or third-party sites and forums operated by CS/CDS for any unlawful, illegal, fraudulent, or harmful purpose or activity
- Using any CS/CDS website or third-party sites and forums operated by CS/CDS to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, trojan horse, keystroke logger or other malicious software
- Using any CS/CDS website or third-party sites and forums operated by CS/CDS to transmit, send, or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from any CS/CDS website or third-party sites and forums operated by CS/CDS
- Sharing private and proprietary information from the Program with anyone else

5. Username and Password

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures for the Program, you must treat such information as confidential, and you must not disclose it to any other person or entity. During the registration process, you agree to provide true, accurate, current, and complete information about yourself. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Program or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

If CS/CDS has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, CS/CDS has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any Content, in whole or part, without refund.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if, in our opinion, you have violated any provision of these Terms of Use.

Any personally identifiable information you provide as part of the registration process is governed by the terms of CS/CDS's website Privacy Policy.

6. Termination

CS/CDS reserves the right in its sole discretion to refuse or terminate your access to the Program and Content, in full or in part, at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Program and its Content will still apply now and in the future, even after termination by you or CS/CDS.

7. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You acknowledge that, by engaging with CS/CDS for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless

for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Program, whether or not caused by the active or passive negligence of the Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to CS/CDS for the Program.

- b. The information contained in this Program and the Content available through the Program is not intended as, and shall not be understood or construed as, professional advice. While the owners of CS/CDS are professionals, and the information provided in this Program relates to issues within CS/CDS's area of professionalism, the information contained in this Program is not a substitute for advice from professionals who are aware of the facts and circumstances of your individual situation. You agree to use judgment and conduct due diligence before taking any action or implementing any plan or policy suggested or recommended in this Program.

We have done our best to ensure that the information provided in this Program and the resources available for download are accurate and provide valuable information. Regardless of anything to the contrary, nothing available on or through this Program should be understood as a recommendation that you should not consult with a professional to address your particular situation. CS/CDS expressly recommends that you seek advice from a professional.

Neither CS/CDS nor its owners shall be held liable or responsible for any errors or omissions in this Program or for any damage you may suffer as a result of failing to seek competent advice from a professional who is familiar with your situation. CS/CDS disclaims any liability for your reliance on any opinions or advice contained in the Program.

- c. Earnings and Results Disclaimer. You agree that CS/CDS has not made and does not make any representations about the earnings or results you may receive as a result of your participation in the Program. CS/CDS cannot and does not guarantee that you will achieve any particular result or earnings from

your use of the Program, and you understand that results and earnings differ for each individual.

- d. Any links to third-party products, services, or sites are subject to separate terms and conditions. CS/CDS is not responsible for or liable for any content on or actions taken by such third-party CS/CDS or website. Although CS/CDS may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- e. CS/CDS tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, CS/CDS cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.
- f. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, CS/CDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CS/CDS DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
- g. CS/CDS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

8. Security

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, CS/CDS cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to CS/CDS, you accept that you do so at your own

risk.

9. Jurisdiction, Venue

These Terms shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws. The nearest state and federal court to Milwaukee, Wisconsin shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or Content, including but not limited to the Privacy Policy or these TOU. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens.

10. Users Outside United States

CS/CDS controls and operates the Program from offices in the United States. CS/CDS does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

11. Indemnification

You agree to defend, indemnify, release, and hold harmless CS/CDS and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to CS/CDS's website or any third-party site or forum or website operated by CS/CDS, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by CS/CDS) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You expressly agree that these TOU are intended to be as broad and inclusive as permitted by the law of the State of Wisconsin, and that if any portion is held invalid, it is agreed that it will be severed, and the balance shall continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees. This is the entire agreement of the parties, and reflects a complete understanding of the parties with respect to the subject matter. This agreement supersedes all prior written and oral representations.

CS/CDS may change, modify, or update these TOU at any time. Any access or use of the Program or Content by you after CS/CDS publicly posts or distributes such changes shall constitute consent of such modifications. If you have any questions or concerns about these Terms: [Contact Form](#)