Terms & Conditions

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These Terms & Conditions ("Terms") govern your use of elisabetfountain.com and your purchases, registrations, downloads, and participation in services offered by Elisabet Fountain ("we," "us," or "our"). By using our website or purchasing or participating in an offering, you agree to these Terms, subject to rights that cannot be waived under applicable law.

1. Services and Eligibility

Elisabet Fountain offers educational, coaching-related, spiritual reflection, and community experiences, including The Garden Biblical and Reflective cohort tracks, speaking and teaching services, written resources, downloadable eBooks, and gift certificates. Offer descriptions, availability, dates, meeting schedules, included materials, and prices are stated on the applicable offer or checkout page and may be updated before purchase. You are responsible for providing accurate registration information and using the Services lawfully.

2. The Garden Cohorts: Registration and Capacity

Each Garden track has limited places, generally up to 16 participants per designated group. Registration is complete only when payment or another approved enrollment arrangement has been confirmed and we have received the information needed to assign the correct participant to the selected season and track. A purchaser is not automatically the participant. When purchasing for another person or for multiple attendees, you must supply accurate recipient information and ensure that you are authorized to share it. Each paid seat is for one identified participant unless we expressly agree otherwise.

Enrollment is subject to the availability of the chosen season and track. Payment, a gift certificate, waitlist placement, or an inquiry does not guarantee a place in a particular group until enrollment has been confirmed. Participants are responsible for internet access, a compatible device, and any stated materials needed for online participation.

3. Prices, Payment, and Purchases

Prices and any discounts are those disclosed at the time of checkout. Applicable taxes or fees, if any, will be shown as required. Payments are handled through third-party processors. Unauthorized payment reversals, fraudulent transactions, or failure to provide required participant details may delay or prevent enrollment, without affecting rights available under law. Promotional and multi-enrollment discounts, when offered, may be subject to stated eligibility and cannot be combined unless expressly allowed.

4. Refunds, Cancellations, and Schedule Changes

Unless otherwise expressly agreed in writing or required by applicable law, purchases of Garden cohort enrollments are final and nonrefundable. Requests arising from exceptional circumstances may be reviewed individually at our discretion; an exception in one case does not establish a general refund policy. Participants

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who cannot attend should contact us as early as possible to inquire about availability of a transfer; transfers are not guaranteed.

If Elisabet Fountain cancels a cohort or cannot conduct it as scheduled, we will offer to transfer the amount paid toward a future comparable cohort, subject to availability. If a future cohort is not reasonably available, or applicable law requires a different remedy, we will provide the remedy required by law. We may adjust facilitators, formats, schedules, or program details when reasonably necessary and will communicate material changes to affected registrants.

5. Gift Certificates for Cohort Enrollment

Purchased Garden gift certificates are intended to be redeemed toward one eligible Garden cohort enrollment for a person chosen by the purchaser or recipient. The recipient may request an upcoming cohort that has not yet begun; all redemptions remain subject to seat availability and enrollment confirmation. If a preferred cohort is full, the recipient may select another eligible future cohort.

We encourage recipients to use purchased gift certificates within 12 months so they can choose from upcoming offerings. However, purchased gift certificates issued in Florida do not expire or incur post-sale inactivity, dormancy, or service fees, except where applicable law expressly permits. No one-year expiration of paid value is imposed. Gift certificates are not redeemable for cash except as required by law, and may not be resold without permission. If the program structure or pricing changes, we will honor any remaining paid certificate value consistent with applicable law and the terms disclosed at purchase.

6. Digital Products, eBooks, and Books

Digital downloads, eBooks, and other electronically delivered materials are nonrefundable once purchased, except where required by law or where we agree otherwise in writing. Access is for the purchasing user's personal, noncommercial use unless a written license says otherwise. Unauthorized sharing, resale, copying, or distribution is prohibited.

Physical books linked from our website may be sold and fulfilled by Amazon or another third-party retailer. Those purchases are governed by the retailer's checkout, shipping, return, and refund terms, not by a separate Elisabet Fountain book-sales refund policy. Please review the retailer's terms before buying.

7. Educational and Wellness Disclaimer

Our coaching-related, educational, faith-based, and reflective offerings are for personal learning, discussion, and enrichment. They are not medical care, psychotherapy, psychiatric treatment, crisis services, legal advice, or a substitute for diagnosis or treatment by a licensed professional. No particular personal, health, spiritual, financial, or relational outcome is promised. Participation is voluntary, and you are responsible for your own decisions and well-being. If you require urgent medical or mental-health assistance, contact appropriate emergency or qualified professional services.

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8. Community Conduct, Confidentiality, and Privacy

We ask participants to treat one another with respect, refrain from harassment or discriminatory abuse, and avoid sharing identifiable personal experiences disclosed by other participants outside the group. We may remove a participant from a session or program for disruptive, threatening, or unlawful conduct, subject to applicable law and any appropriate notice. Participants should share only what they are comfortable disclosing in a group setting. Although we encourage confidentiality, we cannot guarantee that other participants will honor it.

9. Zoom Sessions and Recording Consent

Garden sessions may be conducted using Zoom or comparable video-meeting technology. We may wish to record some sessions for internal educational or participant-resource purposes. Any recording will be disclosed before recording begins and will occur only after legally required consent has been obtained from all relevant participants. If you do not consent, contact us before the session to discuss any available alternative. Do not independently record, screenshot, transcribe, or distribute group sessions or identify other participants without express permission from all affected parties and from Elisabet Fountain where applicable.

Session recordings, if made, are not automatically available to all participants; any availability, retention, or access period will be communicated for the applicable program. We will not use identifiable participant recordings or testimonials in public marketing without separate appropriate permission.

10. Intellectual Property and Limited License

All website content, original text, branding, course designs, worksheets, workbooks, exercises, videos, eBooks, teaching materials, downloadable files, and other proprietary materials created or provided by Elisabet Fountain are owned by Elisabet Fountain or used with permission and are protected by intellectual-property laws. Purchasing or accessing an offering gives you only a limited, revocable, nonexclusive, nontransferable license to use the materials for your individual, personal participation or reading, subject to any additional written license terms.

Without prior express written permission, you may not copy, reproduce, distribute, publish, translate, modify, sell, sublicense, teach from, upload publicly, commercially exploit, or create derivative products from our materials. Attribution alone does not constitute permission. No ownership rights transfer to you. Any exceptions mandated by applicable law remain unaffected.

11. Prohibited Use with Artificial Intelligence

Unless Elisabet Fountain gives prior express written authorization, you may not input, upload, paste, submit, or otherwise make our proprietary workbooks, course materials, teachings, recordings, transcripts, or substantial excerpts available to generative artificial-intelligence systems, language models, automated summarization tools, model-training datasets, retrieval systems, or similar technologies for training, summarization, rewriting, content generation, extraction, or redistribution. This restriction applies whether the tools are free, paid, private, or publicly accessible, to the extent enforceable under applicable law. It does not restrict rights that cannot lawfully be waived.

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12. Website Acceptable Use and Third-Party Services

You may not misuse the website, interfere with its functionality, attempt unauthorized access, collect information about other users without permission, or use content for unlawful purposes. Third-party platforms, including payment providers, Zoom, GoHighLevel, and Amazon, may have their own terms and privacy rules. We are not responsible for independent third-party services except as required by law.

13. No Warranties and Limitation of Liability

To the extent permitted by law, website content and Services are provided on an “as available” basis without guarantees of uninterrupted access or specific outcomes. To the maximum extent permitted by law, Elisabet Fountain is not liable for indirect, incidental, special, punitive, or consequential damages arising from use of the website or Services. Nothing in these Terms excludes or limits liability or consumer rights that cannot be excluded or limited by law.

14. Governing Law and Disputes

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-law rules, except where mandatory consumer-protection laws apply. Before filing a legal claim, please contact us at elisabetfountain@gmail.com so we have an opportunity to address the concern informally. Any dispute that cannot be resolved informally may be brought before a court of competent jurisdiction, subject to applicable law.

15. Changes, Severability, and Contact

We may update these Terms by posting a revised version with an updated date. Changes will not retroactively remove rights already established under an earlier purchase where prohibited by law. If any provision is found unenforceable, the remaining provisions will continue to apply to the extent legally permissible.

Questions about these Terms or a purchase may be directed to:
Elisabet Fountain
Florida, United States
Email: elisabetfountain@gmail.com
Website: elisabetfountain.com

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