

## **TERMS OF USE**

### **Centro Forza Group, LLC**

**Effective Date: 18<sup>th</sup> May 2026**

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“you,” “your,” or “User”) and Centro Forza Group, LLC, a North Carolina limited liability company (“Company,” “we,” “us,” or “our”). These Terms govern your access to and use of our website [www.centroforzagroup.com](http://www.centroforzagroup.com) (the “Website”) and all related services, including but not limited to executive coaching, leadership development, group coaching, one-on-one coaching, workshops, webinars, digital resources, assessments, programs, and any other offerings we make available (collectively, the “Services”).

**PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE WEBSITE OR SERVICES.** By accessing or using the Website or Services, or by clicking a button or checking a box indicating your acceptance, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms in their entirety, you must immediately stop accessing or using the Website and Services.

These Terms incorporate by reference our Privacy Policy [insert link] and Disclaimer [insert link], which collectively form part of your agreement with us.

#### **1. ELIGIBILITY**

The Website and Services are intended solely for individuals who are at least 18 years of age and who possess the legal authority to enter into a binding contract. By accessing or using the Website or Services, you represent and warrant that:

- You are at least 18 years old;
- You have the full power, capacity, and authority to agree to these Terms on your own behalf and, if applicable, on behalf of the organization or entity you represent;
- All registration and other information you submit is truthful, accurate, and complete; and
- Your use of the Website and Services does not violate any applicable law, regulation, or third-party right.

If you do not meet these requirements, you must not access or use the Website or Services.

#### **2. MODIFICATIONS TO THESE TERMS**

We reserve the right to modify, update, or replace these Terms at any time in our sole discretion. The most current version will always be posted on the Website with the “Effective Date” at the top. We may, in our discretion, provide additional notice for material changes, such as sending an email to the address associated with your account or placing a prominent notice on the Website.

**Changes become effective immediately upon posting unless otherwise noted.** Your continued access to or use of the Website or Services after the updated Terms have been posted constitutes your unconditional acceptance of the revised Terms. If you do not agree to the modifications, you must stop using the Website and Services immediately. We encourage you to review these Terms periodically to stay informed of your rights and obligations.

#### **3. INCORPORATION OF PRIVACY POLICY AND DISCLAIMER**

Your use of the Website and Services is also governed by our **Privacy Policy**, which explains how we collect, use, disclose, and safeguard your personal information, and our **Disclaimer**, which clarifies

the nature of our Services and limits our liability. Both documents are fully incorporated into these Terms by reference. By using the Website or Services, you consent to all practices described in those documents.

## **4. ACCESS TO THE WEBSITE AND ACCOUNT SECURITY**

### **4.1 Availability and Modification of Services**

We reserve the right, without prior notice, to modify, suspend, or discontinue (temporarily or permanently) any part of the Website or Services, including the availability of any feature, database, or content. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance.

### **4.2 Registration and Account Security**

To access certain features of the Website or Services, you may be required to register and create an account. You agree to:

- Provide current, complete, and accurate information as prompted by the registration form;
- Maintain and promptly update your account information to keep it accurate;
- Maintain the confidentiality and security of your username, password, and other login credentials;
- Accept full responsibility for all activities that occur under your account, whether authorized by you or not;
- Notify us immediately of any unauthorized use of your account or any other breach of security.

We reserve the right to suspend or terminate your account, or to refuse any and all current or future use of the Website or Services, if we reasonably believe that any information you provide is inaccurate, fraudulent, or incomplete, or that you have violated these Terms or any applicable law.

## **5. INTELLECTUAL PROPERTY RIGHTS**

### **5.1 Ownership of Content**

All content, features, and functionality available on the Website and through the Services—including but not limited to text, graphics, logos, icons, images, audio clips, video recordings, digital downloads, data compilations, software, frameworks, assessments, coaching tools, methodologies, presentations, course materials, and the selection and arrangement thereof (collectively, the “Content”)—is the exclusive property of Centro Forza Group, LLC, its licensors, or other providers of such material and is protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Company’s name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates. You must not use such marks without the prior written permission of the Company. All other names, logos, and marks appearing on the Website or Services are the property of their respective owners.

### **5.2 Limited License**

Subject to your strict compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, view, and use the Content solely for your personal, non-commercial, or internal organizational leadership development purposes. This license does not include any resale or commercial use of the Website, Services, or Content; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website, Services, or Content; or any use of data mining, robots, or similar data gathering and extraction tools.

### **5.3 Prohibited Uses of Content**

Except as expressly permitted in these Terms or with our prior written consent, you shall not (and shall not permit any third party to):

- Copy, reproduce, modify, adapt, translate, distribute, transmit, broadcast, publicly display, publicly perform, or create derivative works of the Content;
- Use the Content for any commercial purpose, including selling, licensing, or charging others for access to the Content;
- Upload, repost, or publish the Content on any third-party platform, social media network, or file-sharing service;
- Use the Content for the purpose of developing, training, or enhancing any artificial intelligence or machine learning model;
- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices affixed to or contained within the Content.

Any unauthorized use of the Content may violate copyright, trademark, and other laws and could result in legal action.

### **5.4 User Feedback**

If you provide us with any suggestions, ideas, improvements, or other feedback regarding the Website or Services (“Feedback”), you hereby grant us a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, modify, and incorporate such Feedback into our Website, Services, or other offerings without any obligation of compensation, attribution, or confidentiality to you.

### **5.5 Copyright Infringement (DMCA Notice)**

We respect the intellectual property rights of others and expect our users to do the same. If you believe that any material on our Website infringes your copyright, please provide our Copyright Agent with a written notice containing the following information required by the Digital Millennium Copyright Act (17 U.S.C. § 512):

- An electronic or physical signature of the person authorized to act on behalf of the copyright owner;
- A description of the copyrighted work you claim has been infringed;
- A description of where the infringing material is located on the Website (URL);
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Notices should be sent to our designated Copyright Agent at [info@centroforzagroup.com](mailto:info@centroforzagroup.com). We reserve the right to remove any content that is alleged to be infringing and to terminate the accounts of repeat infringers.

## **6. NATURE OF EDUCATIONAL AND COACHING SERVICES**

### **6.1 Informational Purposes Only**

All information, materials, coaching sessions, workshops, programs, and resources provided by

Centro Forza Group are for educational, informational, and professional development purposes only. Our Services encompass executive coaching, leadership development, emotional intelligence training, communication skills improvement, and related leadership resources. Coaching is a collaborative partnership focused on reflection, goal setting, and personal and professional growth.

### **6.2 Not Professional Advice**

Coaching is not a substitute for professional medical, mental health, therapeutic, legal, financial, or tax advice. Nothing provided by Centro Forza Group constitutes the practice of medicine, psychology, law, accounting, or any other licensed professional service. If you require such services, you are encouraged to seek the advice of a qualified licensed professional in the appropriate field.

### **6.3 Personal Responsibility**

You acknowledge and agree that you are solely responsible for your own decisions, actions, and results arising out of or in connection with your participation in our Services. We do not and cannot control your actions or the outcomes you experience.

## **7. NO GUARANTEES**

We make no representations, warranties, or guarantees of any kind, express or implied, regarding any specific outcomes, results, promotions, income increases, career advancements, organizational improvements, or other results from your use of the Website or participation in our Services. Any testimonials, case studies, or examples featured on the Website or in promotional materials are for illustrative purposes only; they reflect the unique experiences of individual clients and are not a promise or guarantee that you will achieve the same or similar results.

## **8. PAYMENT, REFUNDS, AND CANCELLATIONS**

### **8.1 Payment Terms**

All fees for our Services are due and payable at the time you enroll, register, or as otherwise specified in a separate signed agreement. By providing a payment method, you represent that you are authorized to use that payment method. You must provide current, complete, and accurate billing and account information for all purchases. We reserve the right to refuse or cancel any order at any time.

### **8.2 Taxes**

You are responsible for all applicable federal, state, local, or foreign taxes, duties, or charges imposed by any governmental authority on your purchases, other than taxes based on our net income.

### **8.3 Refund Policy**

Unless otherwise explicitly stated in a separate written agreement, or as required by applicable law, **all sales of digital products, programs, workshops, and coaching services are final and non-refundable.** We do not provide refunds for partial use, non-use, dissatisfaction, or any other reason, except as expressly set forth in your coaching engagement agreement.

### **8.4 Cancellation, Rescheduling, and Missed Sessions**

Specific policies regarding session cancellation, rescheduling, and missed appointments will be communicated to you in advance through your coaching agreement or program description. It is your responsibility to adhere to those policies.

### **8.5 Chargebacks and Disputes**

If you initiate a chargeback, payment reversal, or dispute with your credit card issuer or payment processor without first contacting us and attempting to resolve the matter in good faith, we reserve the right to immediately suspend or terminate your access to the Services and to pursue all available legal and equitable remedies. You agree to reimburse us for any costs, fees, or expenses (including reasonable attorneys' fees) we incur in connection with resolving such a dispute.

## **8.6 Subscriptions and Recurring Payments (if applicable)**

If you enroll in a program with recurring payments, you authorize us to charge your payment method on a recurring basis at the intervals agreed upon. You may cancel future recurring payments by providing notice in accordance with the cancellation terms applicable to that program.

## **9. ACCEPTABLE USE**

You agree not to use the Website or Services, or assist or permit others to use the Website or Services, in any manner that:

- Violates any applicable local, state, national, or international law, statute, regulation, or ordinance;
- Infringes or violates the intellectual property rights, privacy rights, publicity rights, or other proprietary rights of the Company or any third party;
- Is fraudulent, false, misleading, or deceptive;
- Harasses, abuses, stalks, threatens, defames, or otherwise causes harm to any other person;
- Transmits, or procures the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- Introduces viruses, Trojan horses, worms, logic bombs, time bombs, cancelbots, or other material that is malicious or technologically harmful;
- Attempts to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Engages in screen scraping, database scraping, or any other automated means of obtaining data from the Website;
- Impersonates or attempts to impersonate the Company, a Company employee, another user, or any other person or entity;
- Modifies, adapts, translates, reverse engineers, decompiles, or disassembles any portion of the Website or Services; or
- Removes any copyright, trademark, or other proprietary rights notices from the Website or any Content.

We reserve the right, but have no obligation, to monitor your use of the Website and Services and to terminate or restrict your access if we determine, in our sole discretion, that you have violated these Acceptable Use provisions.

## **10. USER CONTENT AND TESTIMONIALS**

### **10.1 Submissions**

By posting, submitting, uploading, or otherwise providing any comments, testimonials, feedback, suggestions, reviews, or other content (“User Content”) to or through the Website or Services, you:

- Grant us a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, sublicensable license to use, reproduce, modify, adapt, publish, translate, distribute, publicly display, and publicly perform such User Content (in whole or in part) for any purpose, including promotional, educational, and business purposes, in any media now known or hereafter developed;

- Represent and warrant that you own or have all necessary rights, licenses, consents, and permissions to grant the foregoing license and that your User Content is truthful, accurate, and does not violate any third-party rights or applicable laws;
- Acknowledge that we are not responsible for the accuracy, completeness, or legality of User Content posted by you or any other user; and
- Agree that we may, in our sole discretion, remove or refuse to post any User Content for any reason or no reason at all.

### **10.2 No Obligation of Confidentiality**

Unless otherwise expressly agreed in a separate written agreement, any User Content you submit will be treated as non-confidential and non-proprietary, and we shall have no obligation of confidentiality with respect to such material.

## **11. THIRD-PARTY LINKS AND RESOURCES**

The Website and Services may contain links to third-party websites, advertisements, services, plug-ins, or resources that are not owned or controlled by the Company. We provide these links solely as a convenience to you and do not endorse, warrant, or assume any responsibility for the content, privacy policies, or practices of any third-party sites. If you access any third-party website from our Website or Services, you do so entirely at your own risk. We encourage you to review the terms and conditions and privacy policies of every website you visit. We may also include affiliate links, and we will disclose such relationships where required by law.

## **12. DISCLAIMER OF WARRANTIES**

**THE WEBSITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ACCURACY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.**

We do not warrant that:

- The Website or Services will meet your specific requirements;
- The Website or Services will be uninterrupted, timely, secure, or error-free;
- The results that may be obtained from the use of the Website or Services will be accurate or reliable;
- The quality of any information, products, services, or other material obtained by you through the Website or Services will meet your expectations; or
- Any errors in the Website or Content will be corrected.

Your use of the Website and Services is at your own risk. You are solely responsible for any damage to your computer system or loss of data that results from your use of the Website or Services.

## **13. LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CENTRO FORZA GROUP, LLC, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, THE**

**“COMPANY PARTIES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, USE, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE COMPANY PARTIES TO YOU FOR ALL CLAIMS, DAMAGES, OR CAUSES OF ACTION EXCEED THE GREATER OF (A) THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).**

Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such jurisdictions, the liability of the Company Parties shall be limited to the maximum extent permitted by law. **Your sole and exclusive remedy for dissatisfaction with the Website or Services is to stop using them.**

#### **14. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless the Company Parties from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- Your access to or use of the Website or Services;
- Your violation of any provision of these Terms;
- Your violation of any law, regulation, or the rights of any third party (including intellectual property, privacy, or publicity rights);
- Any User Content you submit, post, or transmit through the Website or Services; or
- Any fraudulent, negligent, or intentional misconduct on your part.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses. You shall not settle any such matter without our prior written consent.

#### **15. DISPUTE RESOLUTION**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES A MANDATORY MEDIATION AND ARBITRATION PROVISION, A CLASS ACTION WAIVER, AND A JURY TRIAL WAIVER.**

##### **15.1 Good Faith Mediation**

Before initiating any arbitration or litigation, you and Centro Forza Group agree to first attempt to resolve any dispute informally through good-faith negotiations. If the parties are unable to resolve the dispute within thirty (30) days of one party's written notice to the other, either party may submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator in Wake County, North Carolina. The costs of mediation shall be shared equally.

### **15.2 Binding Arbitration**

If mediation is unsuccessful, any dispute, claim, or controversy arising out of or relating to these Terms, the Website, or the Services (including their formation, interpretation, performance, breach, or termination) shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator in Wake County, North Carolina, or via videoconference if mutually agreed. The arbitrator's award shall be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

### **15.3 Exceptions to Arbitration**

Notwithstanding the foregoing, either party may bring an individual action in small claims court in Wake County, North Carolina, for disputes within the court's jurisdictional limits. In addition, we may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of our intellectual property rights or confidential information, without first engaging in mediation or arbitration.

### **15.4 Waiver of Jury Trial and Class Actions**

**YOU AND CENTRO FORZA GROUP EACH EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION, INCLUDING A CLASS ARBITRATION.** All disputes shall be resolved on an individual basis only, and the arbitrator shall have no authority to consolidate claims or to preside over any class, collective, or representative proceeding.

### **15.5 Governing Law for Dispute Resolution**

This Dispute Resolution section is governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and applicable federal arbitration law.

## **16. GOVERNING LAW AND JURISDICTION**

These Terms and all matters arising out of or relating to them shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any conflict-of-law principles that would result in the application of the laws of another jurisdiction. Subject to the Dispute Resolution section above, you irrevocably consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Wake County, North Carolina, for any action not subject to arbitration. You waive any objection based on improper venue, inconvenient forum, or lack of personal jurisdiction.

## **17. SEVERABILITY**

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent as closely as possible. If such modification is not possible, the unenforceable provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

## **18. WAIVER**

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

## **19. ASSIGNMENT**

You may not assign or transfer these Terms, or any of your rights or obligations hereunder, by operation of law or otherwise, without our prior written consent. Any attempted assignment in violation of this section is null and void. The Company may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

## **20. FORCE MAJEURE**

We shall not be liable or responsible to you, nor be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any obligation when such failure or delay is caused by or results from acts beyond our reasonable control, including but not limited to acts of God; natural disasters; pandemics or epidemics; governmental actions or regulations; war, terrorism, or civil unrest; fire, flood, or other catastrophic events; power outages or internet service disruptions; and labor disputes or strikes.

## **21. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy, Disclaimer, and any separate signed coaching agreement or service contract you enter into with us, constitute the entire agreement between you and Centro Forza Group, LLC regarding the Website and Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, concerning the subject matter hereof. No course of dealing, trade usage, or course of performance shall be used to modify or supplement these Terms.

## **22. CONTACT US**

If you have any questions, concerns, or comments regarding these Terms of Use, please contact us at:

### **Centro Forza Group, LLC**

Gina M. Catalano, Founder & President

Raleigh, North Carolina

Website: [www.centroforzagroup.com](http://www.centroforzagroup.com)

Email: [info@centroforzagroup.com](mailto:info@centroforzagroup.com)

**By using the Website or Services, you acknowledge that you have read these Terms of Use, understand them, and agree to be bound by them.**