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### **GENERAL TERMS**

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed amended to achieve as closely as possible the intended effect of the original provision, and such determination shall not affect the validity or enforceability of any other part or provision of these Terms.

These Terms shall be governed by, and interpreted, construed and enforced in accordance with the laws of the State of New York, without giving force or effect to the principles of conflicts of laws. The headings herein are provided for convenience only and shall not be construed to infer intent or meaning.

In the event of any dispute arising out of or concerning these Terms, both Parties agree to use reasonable best efforts to resolve any such dispute amicably, in good faith, and expeditiously prior to resorting to litigation. The courts of the State of New York serving Orange County, New York, shall have exclusive jurisdiction over both Parties with respect to any dispute or controversy arising under or in connection with these Terms.

**Communications with Us**. By submitting your contact information, survey responses, feedback, requests for information and other information to us through surveys, the "contact us" form, email or other communications, you acknowledge and agree that such communications: (a) do not contain confidential or proprietary information; and (b) automatically become the property of SBD – Success By Design, LLC without any obligation.

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## **CHANGES TO THIS PRIVACY POLICY**

Any updates or changes to these Terms will be posted here and the date of the newest version shown below. Please check back frequently to see if these Terms have changed. By using our website, you agree to the Terms in effect at the time of your use.

### **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us: SBD – Success By Design 15 Hidden Glen Dr. Highland Mills, NY 10930 colleen@SBDCoaching.com

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