



TERMS AND CONDITIONS OF USE

Smet & Sanders Consulting LLC

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Effective Date: June 18, 2025

These Terms and Conditions of Use (“**Terms**”) govern your access to and use of the websites coachdaniellasanders.be and smetconstructionconsulting.com (collectively, the “**Websites**”) and the services provided by Smet & Sanders Consulting LLC (“**Company**,” “**we**,” “**us**,” or “**our**”), a limited liability company organized under the laws of the State of Florida. By accessing our Websites or engaging our services, including but not limited to online educational coaching, tutoring, structural calculations, technical support, project management, and construction tutoring (collectively, the “**Services**”), you (“**User**,” “**Client**,” or “**you**”) agree to be bound by these Terms. If you do not agree with these Terms, do not access the Websites or use the Services.

1. Acceptance of Terms

1.1 Agreement

By accessing the Websites or using the Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy and any other policies referenced herein.

1.2 Updates

1.2.1 The Company reserves the right to modify these Terms at any time. Updated Terms will be posted on the Websites with the revised Effective Date.

1.2.2 Your continued use of the Websites or Services after such changes constitutes your acceptance of the updated Terms.

1.3 Eligibility

You must be at least 18 years old or have the consent of a parent or legal guardian to use the Services. By using the Services, you represent and warrant that you meet these eligibility requirements.

2. Description of Services

2.1 Services Offered

The Company provides the following Services, delivered exclusively online:

2.1.1 Educational Coaching and Tutoring: Online teaching, tutoring, and coaching for children and students, including mainstream education and support for students with learning disabilities (e.g., ADHD), provided by Daniella Sanders or her designated representative.



2.1.2 Consulting Services: Online structural calculations, technical support, project management, and construction tutoring, provided by [Your Name] or the Company's designated representative.

2.1.3 Additional services as agreed upon in writing (e.g., via email, proposal, or booking confirmation).

2.2 Delivery Platforms

2.2.1 Services are delivered via third-party platforms, including but not limited to Microsoft Teams, Google Meet, Zoom, and WhatsApp, as determined by the Company or mutually agreed upon.

2.2.2 Scheduling for educational coaching and tutoring is facilitated through Calendly, requiring payment prior to selecting a session date.

2.3 Service Limitations

2.3.1 Structural Calculations Disclaimer: Structural calculations provided by the Company are for informational purposes only. The Company and its representatives are not licensed structural engineers, and you assume all risks associated with the use of or reliance on such calculations. The Company shall not be liable for any damages arising from such use.

2.3.2 The Services do not include physical presence, manufacturing, or shipping of goods.

3. Use of Websites and Services

3.1 Permitted Use

3.1.1 You may use the Websites and Services solely for lawful purposes and in accordance with these Terms.

3.1.2 You agree not to use the Websites or Services to:

- **3.1.2.1** Violate any applicable local, state, national, or international laws or regulations.
- **3.1.2.2** Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Websites or Services.
- **3.1.2.3** Attempt to gain unauthorized access to any portion of the Websites or Services.

3.2 Account Responsibilities

3.2.1 If you create an account on the Websites or through third-party platforms (e.g., Calendly), you are responsible for maintaining the confidentiality of your account information and for all activities under your account.

3.2.2 You agree to notify the Company immediately of any unauthorized use of your account.



3.3 Third-Party Platforms

You acknowledge that the use of third-party platforms (e.g., Calendly, Teams, Google Meet, Zoom, WhatsApp) is subject to their respective terms of service and privacy policies, and the Company is not responsible for their operation or availability.

4. Payment Terms

4.1 Fees

4.1.1 Fees for Services are as outlined in the applicable proposal, invoice, or booking confirmation.

4.1.2 Educational coaching and tutoring sessions require payment in advance via Calendly at the time of booking.

4.1.3 Consulting services fees shall be invoiced as agreed, with payment due within 7 days of invoice issuance.

4.2 Payment Methods

4.2.1 Payments may be made via bank transfer, PayPal, or Apple Pay, as specified by the Company.

4.2.2 You are responsible for any transaction fees associated with your chosen payment method.

4.3 Late Payments

4.3.1 Late payments may incur a fee of 2% per month on the outstanding balance.

4.3.2 The Company reserves the right to suspend Services until all outstanding payments are received.

4.4 No Refunds

Unless otherwise agreed in writing, all payments for Services are non-refundable.

5. Intellectual Property

5.1 Company Ownership

5.1.1 All content on the Websites, including text, graphics, logos, and educational or consulting materials, and all methodologies used in the Services, are the property of the Company or its licensors and are protected by copyright, trademark, and other intellectual property laws.

5.1.2 You are granted a limited, non-exclusive, non-transferable license to use deliverables provided through the Services solely for the purposes outlined in your agreement with the Company.



5.2 User Content

5.2.1 Any content you provide to the Company (e.g., project specifications, feedback) remains your property, and you grant the Company a non-exclusive, worldwide, royalty-free license to use such content solely to provide the Services.

5.2.2 You represent and warrant that you have the right to provide such content and that it does not infringe on any third-party rights.

6. Privacy and Data

6.1 No Storage of Customer Data

The Company does not store personal customer data, including for advertising or newsletter purposes, except as necessary to provide the Services (e.g., scheduling or payment processing via third-party platforms).

6.2 Third-Party Platforms

You acknowledge that third-party platforms used for scheduling, communication, or payments (e.g., Calendly, PayPal) may collect and process your personal data in accordance with their own privacy policies.

6.3 Privacy Policy

Your use of the Websites and Services is also governed by our Privacy Policy, available at website (It Can Also Be Provided).

7. Limitation of Liability

7.1 No Warranties

The Websites and Services are provided on an “as-is” and “as-available” basis. The Company makes no warranties, express or implied, regarding the accuracy, completeness, or suitability of the Services or Websites, except as explicitly stated.

7.2 Liability Cap

The Company’s total liability for any claims arising from your use of the Websites or Services shall not exceed the fees paid by you for the Services giving rise to the claim.

7.3 Exclusion of Damages

The Company shall not be liable for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities.

7.4 Structural Calculations

As stated in Section 2.3.1, the Company shall not be liable for any damages arising from your use of or reliance on structural calculations provided as part of the Services.



8. Indemnification

8.1 You agree to indemnify and hold harmless the Company, its officers, employees, and representatives from any claims, damages, or liabilities arising from your use of the Websites or Services, your violation of these Terms, or your infringement of any third-party rights.

9. Termination

9.1 By the Company

The Company may suspend or terminate your access to the Websites or Services at its sole discretion, with or without notice, if you violate these Terms or engage in conduct that the Company deems harmful to its interests.

9.2 By You

You may cease using the Websites or Services at any time, subject to the terms of any separate client agreement.

9.3 Effect of Termination

Upon termination, you must cease all use of the Websites and Services, and any licenses granted to you under these Terms shall terminate.

10. Governing Law and Dispute Resolution

10.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States, without regard to its conflict of law principles.

10.2 Dispute Resolution

10.2.1 Any disputes arising under these Terms shall first be addressed through good-faith negotiations between the Parties.

10.2.2 If unresolved within 30 days, disputes shall be submitted to binding arbitration in Miami, Florida, under the rules of the American Arbitration Association.

10.2.3 Each Party shall bear its own costs, and the arbitrator's fees shall be split equally unless otherwise determined.

11. International Users

11.1 The Websites and Services are intended for users in North and South America, Europe, and the United Kingdom. You are responsible for ensuring your use complies with applicable local laws.

11.2 For users in the European Union, the Company complies with applicable provisions of the General Data Protection Regulation (GDPR) as outlined in our Privacy Policy.



12. Miscellaneous

12.1 Entire Agreement

These Terms, together with the Privacy Policy, Client Services Agreement (if applicable), and any other referenced policies, constitute the entire agreement between you and the Company regarding the use of the Websites and Services.

12.2 Amendments

No amendment to these Terms shall be effective unless in writing and signed by the Company.

12.3 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.4 No Waiver

The Company's failure to enforce any provision of these Terms shall not constitute a waiver of such provision.

12.5 Force Majeure

The Company shall not be liable for delays or failure to perform due to events beyond its reasonable control, including but not limited to internet outages, platform failures, or natural disasters.

12.6 Contact Information

For questions or concerns regarding these Terms, contact us at daniellasanders1975@gmail.com or jeffrey@smetconstructionconsulting.com or 7901 4th St N Ste 300 St Petersburg, FL. US 33702.

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