

1. Introduction

Valentina Murra LLC and its members, officers, directors, owners, employees, agents, representatives, suppliers, and service providers (collectively “CloseHer,” “we,” “us,” or “our”) provide the Services for informational and educational purposes only. Use of and access to the Services and the information, materials, tools, and other content available through them (“Content”) are subject to these Terms and all applicable laws.

By accessing or using the Services, you agree to these Terms.

1.1 What CloseHer Is / Is Not

CloseHer operates an online coaching course and community offering general information, tools, discussions, training, 1:1 Coaching, Group Coaching, and access to a curated directory of remote sales opportunities (“Offer Network”).

CloseHer does **not** provide:

- individualized financial, legal, tax, or professional advice,
- employment or placement services,
- managed investment services,
- execution of any transactions on your behalf.

Nothing in the Services creates an employment, partnership, contractor, or agency relationship between you and CloseHer **or** between CloseHer and any third-party opportunity provider.

1.2 Modifications to Terms

CloseHer may modify these Terms at any time by posting an updated version on the Site or community. The updated Terms are effective upon posting. Continued use of the Services constitutes acceptance of the modified Terms. If you do not agree to the updated Terms, you must discontinue use of the Services.

2. No Investment or Professional Advice

All Content is for general informational purposes only and should not be construed as financial, investment, legal, tax, HR, compliance, or other professional advice.

CloseHer does not:

- offer financial or investment services,
- provide legal or regulatory compliance advice,
- provide TCPA, CAN-SPAM, FTC, or employment law compliance guidance,
- act as a fiduciary,
- verify or control third-party hiring practices.

Users are solely responsible for ensuring that their outreach, hiring processes, sales practices, and communications comply with all applicable laws and regulations.

No user-generated content—whether written by other members or CloseHer staff—constitutes investment, legal, financial, or compliance advice.

3. Use of the Services at Your Own Risk

Users acknowledge and agree that CloseHer does **not** guarantee:

- income,
- hiring outcomes
- Job placement
- acceptance into any third-party program

CloseHer's guarantee is limited **solely** to providing access to a curated directory of opportunities ("Offer Network"), which is subject to availability and controlled entirely by independent third-party companies. CloseHer does not control hiring decisions.

Any agreement or interaction you enter into with a third-party employer, contractor, or partner is solely between you and that third party. CloseHer is **not** a party to those agreements and is not responsible for:

- their actions,
- their decisions,
- their pay structures,
- their performance.

You assume full responsibility for your applications, conduct, performance, and outcomes.

4. Third-Party Links & Services

CloseHer may provide access to or reference third-party tools, platforms, or websites for convenience. These are independently owned and operated. CloseHer does not control:

- performance,
- security,
- data handling,
- compliance,
- legality.

Use of any third-party service is at your own risk and does not create a partnership, joint venture, or agency relationship with CloseHer.

5. User-Generated Content

CloseHer is not responsible for user-generated content posted in the community.

Users are solely responsible for their posts, opinions, shared materials, and consequences arising from them.

Users grant CloseHer a worldwide, royalty-free, sublicensable license to host, store, reproduce, distribute, display, and create derivative works from their content for purposes of operating and improving the Services.

CloseHer may remove user content at any time.

If you believe content infringes your rights, follow the DMCA procedure in Section 13.

6. No Refunds & Chargeback Policy

All payments are **final** and **non-refundable**.

By subscribing or purchasing, you acknowledge that:

- CloseHer does not issue refunds for unused time, dissatisfaction, or failure to cancel before renewal.
 - You must manage your subscription through your Whop account.
 - Chargebacks or payment disputes will be contested.
 - Invalid disputes may result in account suspension or termination.
 - CloseHer may assess administrative fees associated with dispute resolution.
 - You agree that accessing or using the Services (including viewing training material, attending coaching calls, or accessing the community or Offer Network) constitutes full and complete delivery of the product for purposes of payment disputes.
-

7. Intellectual Property; Limited License

All Content—including training videos, scripts, frameworks, worksheets, databases, job postings, coaching materials, branding, processes, and the Offer Network—is the exclusive property of CloseHer and protected by U.S. and international copyright, trademark, and trade secret laws.

CloseHer grants you a **limited, non-exclusive, non-transferable, revocable license** to access and use the Services for personal, non-commercial use.

You may **not**:

- share, copy, distribute, license, publish, or resell CloseHer materials,
- create derivative works,
- use CloseHer content in competing programs or communities,
- allow unauthorized access.

Unauthorized use terminates your license immediately and may result in legal action.

8. Indemnification

You agree to indemnify, defend, and hold harmless CloseHer, its representatives, and affiliates from any claims, losses, damages, liabilities, and expenses arising from your use of the Services or violation of these Terms.

9. Jurisdiction & Legal Compliance

CloseHer operates under **U.S. law**.

Users are responsible for complying with all local laws when using the Services.

CloseHer may restrict access where its Services are prohibited.

10. Arbitration; Class/Representative Action Waiver; Time to Bring Claims

Any dispute arising out of these Terms shall be resolved exclusively through **binding arbitration** administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules.

- Venue and seat of arbitration: **Travis County, Texas**
 - The arbitrator has exclusive authority to resolve disputes about these Terms or the arbitration clause.
 - **No class actions:** You and CloseHer agree to bring claims **only in individual capacity**, not as part of any class, collective, or representative action.
 - Small claims exception: Either party may proceed in small claims court.
 - **Limitation period:** Any claim must be filed within **six (6) months** after it accrues.
-

11. Limitation of Liability

To the maximum extent permitted by law, CloseHer is not liable for indirect, incidental, special, consequential, exemplary, or punitive damages, including loss of:

- profits,
- revenue,
- data,
- goodwill,
- business opportunities.

CloseHer's total liability shall not exceed the amount paid by you during the **three (3) months** preceding the event giving rise to liability.

12. Acceptable Use

You shall not:

- (a) Post or transmit unlawful, infringing, defamatory, deceptive, or impersonating content.
- (b) Post "trade signals," solicit pooled investments, or provide individualized investment advice.

- (c) Probe, scan, or test vulnerabilities of CloseHer systems.
 - (d) Use automation that violates third-party terms or applicable law.
 - (e) Scrape or harvest data without written permission.
 - (f) Interfere with or disrupt the Services.

 - (g) Misrepresent your experience, credentials, or affiliation with CloseHer when applying to opportunities in the Offer Network.
 - (h) Submit fraudulent, misleading, duplicate, or spam applications to Offer Network partners.
 - (i) Engage in deceptive, unethical, or non-compliant sales practices while representing yourself as trained by CloseHer.
-

13. DMCA Takedown

If you believe content infringes your copyright, send a notice to our DMCA Agent including:

- (a) Your signature (physical or electronic);
 - (b) Identification of the copyrighted work;
 - (c) Identification of the infringing material and its location;
 - (d) Your contact information;
 - (e) A good-faith statement that use is not authorized;
 - (f) A statement, under penalty of perjury, that the information is accurate and you are the copyright owner or authorized agent.
-

14. Electronic Communications; Notices

You agree to receive all notices electronically.

CloseHer may provide notices via:

- email,
- the Site,
- the community platform.

Legal notices to CloseHer must be sent by registered mail or overnight courier, with a copy by email.

15. Force Majeure

CloseHer is not liable for delays or failures caused by events beyond its control, including acts of God, labor disputes, internet failures, platform outages, cyber-attacks, war, sanctions, government actions, or failures of third-party providers.

16. Export; Sanctions Compliance

You represent that you are not located in or affiliated with any sanctioned or embargoed entity. You agree to comply with applicable export control and sanctions laws.

17. Assignment

You may not assign these Terms without CloseHer's written consent. CloseHer may assign these Terms in connection with a merger, acquisition, or sale of assets.

18. Waiver; Severability

No waiver is valid unless in writing. If any provision is held unenforceable, it shall be modified to the minimum extent necessary, and the remainder will continue in full force.

19. Earnings, Results & Risk Disclosure

CloseHer does **not** guarantee:

- earnings,
- income,
- sales results,
- business success.

Any financial examples, testimonials, case studies, projections, or forward-looking statements are for informational purposes only.

You expressly agree that:

- You do not rely on any CloseHer statement as a guarantee of results.
- Testimonials are individual experiences, not typical results.
- You waive any right to assert reliance on CloseHer earnings representations.

CloseHer is under no obligation to update:

- guidance,
- strategies,
- forecasts,
- testimonials,
- examples,
- income statements,
- or any related materials.

Lack of results is **not** a basis for a refund, chargeback, or fee dispute.

This section, combined with the Terms, is the complete understanding regarding earnings disclaimers.

20. Entire Agreement; Order of Precedence

These Terms, together with the Privacy Policy, Cancellation Policy, and EULA, constitute the entire agreement.

If there is any conflict:

1. These Terms control, then
 2. the EULA, then
 3. the Privacy Policy, then
 4. the Cancellation Policy.
-

21. Survival

Sections 2–5, 6, 7–11, 13–15, 18–23 survive termination.

22. Non-Solicitation

For the duration of your membership and for **twelve (12) months** thereafter, you agree not to solicit, hire, or attempt to hire:

- (a) CloseHer employees, contractors, or coaches;
- (b) CloseHer members for competing programs;
- (c) any company or individual listed in the Offer Network for employment, contracting, or consulting **outside of the channels designated by CloseHer**.

Violations may result in immediate termination and legal remedies.

23. Recording Consent

Coaching calls, workshops, and community sessions may be recorded for training and quality purposes.

By participating, you grant CloseHer permission to record, store, use, and distribute such recordings **within the Services**.

24. Conduct & Termination

CloseHer may suspend or terminate your access to any part of the Services immediately, **without refund**, if you engage in:

- harassment,
 - abuse,
 - defamatory conduct,
 - unethical behavior,
 - or violations of these Terms.
-

25. No Guarantee of Availability

CloseHer does not guarantee continuous availability of the Services, including:

- coaching calls,
- Offer Network opportunities,
- community features,
- training content.

Features may be added, changed, or discontinued at any time.

Contact Information

Valentina Murra LLC

303 W 5th Street

Austin, TX 78701

Email: valentinamurra@closeher.com
