

Subscription Agreement for Taylor Pearson Consulting Excellence Blog Content

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This Subscription Agreement (the “Agreement”) governs your subscription to, and use of the online content provided by Taylor Pearson Consulting LLC (“Provider”) through its websites. By subscribing, you agree to the terms outlined below.

1 INTELLECTUAL PROPERTY OWNERSHIP NOTICE

All written and video blog content on the *Capital Excellence*, *Team Excellence*, and *Technical Excellence* pages on the Taylor Pearson Consulting LLC website and social media are property of Taylor Pearson Consulting LLC. This Agreement grants limited usage only and does not transfer ownership.

2 SUBSCRIPTION OPTIONS

Taylor Pearson Consulting LLC (“Provider”) offers the following options for subscriptions to an Individual as a single Subscriber or as employees of businesses or members of organizations or institutions (“Subscribers”) who view the blog content online. All subscriptions are **non-exclusive, cannot be transferred, and may be revoked**. The content may be used for internal business purposes only, **not for commercial use**.

INDIVIDUAL

This subscription allows **one** person to view content online for personal or internal business use.

3 SUBSCRIPTION AGREEMENT

3.1 Subscription Administrator

The individual who subscribes to view the content for themselves will serve as the Subscription Administrator, also called License Manager.

3.1.1 The Subscription Administrator Selects the Blog Content of Interest

The Subscription Administrator selects the blog content of interest: (1) *Capital*

Excellence, (2) Team Excellence, or (3) Technical Excellence.

- 3.1.2 The Subscription Administrator Selects the Subscription Type
The Subscription Administrator selects the subscription type(s) of those outlined in Section 2.
 - 3.1.3 The Subscription Administrator Pays for the Subscription
The Subscription Administrator pays the subscription fee for the first term.
 - 3.1.4 The Subscription Administrator Provides Their Registration Details
When prompted, the Subscription Administrator provides their registration details.
 - 3.1.5 The Subscription Administrator Can Renew or Cancel the Subscription
The Subscription Administrator manages whether the subscription is renewed or cancelled.
- 3.2 Age Requirement
The blog content is intended for Subscribers who are at least 18 years old. Individuals under the age of 18 are not permitted to subscribe to this material or serve as a Subscription Administrator.
- 3.3 Subscription Terms
Viewing written blog content requires registration as described in Section 4 and a paid subscription.
- 3.3.1 Monthly Term with Automatic Renewal
Subscriptions are offered on a monthly basis and will automatically renew unless canceled prior to the renewal date.
 - 3.3.2 Cancel at Any Time
The Subscription Administrator may cancel the subscription at any time through their account settings. The cancellation will be effective starting the next monthly subscription period.
- 3.4 Viewing Blog Content
The blog content is only available to be viewed electronically from the Provider.
- 3.4.1 Website for Viewing Content
The digital content can be viewed exclusively at www.view.taylorpearsonconsulting.com
 - 3.4.2 Website Viewing
Registered Subscribers with an active subscription may view the material

from the website.

3.4.3 Time to View Content

For each monthly term, the Provider will commit to having the content available for viewing for at least one calendar month.

For the first subscription month, a three-day grace period will be built in to provide time for a Subscriber to be set up for viewing. Thus, the first one-month period will be effective for three extra days after the subscription is paid.

3.4.4 Three Device Limit

Registered Subscribers will only be able to view the content on up to three devices.

3.4.5 One Log-in at a Time

Registered Subscribers can only be logged in from one IP address at a time.

3.4.6 Website Availability

Website availability may be interrupted for maintenance or technical issues.

3.5 Annotating Blog Content

Subscribers may have ability to annotate their individual copy of written blog content via text, highlights, and graphics.

3.5.1 Individual Subscribers Will Be Able to Annotate their Copy

Subscribers with an Individual Subscription type will have the ability to annotate their copy of written blog content via text, highlights, and graphics.

3.5.2 Conditions for Adding Annotations

The following conditions apply when a Subscriber adds annotations.

3.5.2.1 The Subscriber must have the necessary licenses, rights, consents, releases, and permissions to share these annotations.

3.5.2.2 The Subscriber must have consent and/or permission of each identifiable individual person in the annotations to use their name.

3.5.2.3 The Subscriber's annotations do not violate the privacy or publicity rights of any party or person. As such, any annotations they add may be treated in accordance with the Taylor Pearson Consulting Privacy Policy.

3.5.2.4 The Subscriber's annotations, will not violate the following prohibitions:
-Harass, abuse, threaten, or defame others.

- Promote hate, bigotry, or discrimination.
- Violate any laws or regulations.
- Infringe on intellectual property rights.
- Facilitate academic cheating or plagiarism.
- Mislead or deceive others.

3.6 Permitted Use

Intellectual property of viewed content should be used in keeping with United States Copyright Law and other intellectual property laws.

3.7 Attribution

Use of copyrighted blog content must be done with attribution to Taylor Pearson Consulting LLC.

3.8 Restricted Use

The blog content is restricted to be used for non-commercial purposes and within the business, organization, or institution for Group Subscription types.

3.8.1 No Copy, Screenshot, Download, Print, Share, Distribute, or Reproduce Rights
The Subscriber may not copy, screenshot, download, print, share, distribute, post or reproduce any blog content.

3.8.2 No Derivative Works
The Subscriber may not modify or create derivative works from the content without the Provider's express written permission.

3.9 Additional License Required Beyond Fair Use

If the Subscriber is interested in using the content beyond Fair Use, they should contact the Provider using the information in Section 10 for permission and an appropriate license.

3.10 Disclaimers

The content is provided "as is" without warranties of any kind, either express or implied.

3.10.1 No Guarantees

The Provider does not guarantee the accuracy, completeness, or usefulness of the content. THE USE OR RELIANCE OF ANY INFORMATION CONTAINED ON THE SITE IS SOLELY AT YOUR OWN RISK.

3.10.2 Fair Use Disclaimer

Blog content may contain copyrighted material, the use of which has not always been specifically authorized by the copyright owner. The Provider makes such material available for purposes of commentary, criticism, news

reporting, teaching, scholarship, and research in accordance with Section 107 of the U.S. Copyright Act.

The Provider believes this constitutes fair use as permitted under copyright law. If you are a copyright owner and believe that our use of your material does not comply with fair use, please contact us directly via the contact information in Section 10 so that we can address your concerns.

All rights to the original works remain with their respective owners.

3.11 Limitation of Liability

In no event shall the Provider be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the content.

4 REGISTRATION AND ADMINISTRATION

All individuals must be registered to view the Excellence blogs content.

4.1 www.view.taylorpearsonconsulting.com Registration for Viewing Content

The registration on the www.view.taylorpearsonconsulting.com webpage is for the purpose of viewing blog content.

4.1.1 Individual Subscription Registration

For an Individual subscription as described in Section 2, this registration will be created by the Provider after payment of the subscription fee.

4.1.1.1 Activation E-mail

The Individual subscriber will receive an activation e-mail with a one-time password.

4.1.1.2 Prompt to Create Robust Password

On first log-in, the subscriber will be prompted to create their own robust password.

4.1.2 Do Not Share Username and Password

Subscribers should not share their username(s) and password(s) with others.

4.2 Registration Required for Viewing Free Content

Registration is required even to view free content.

4.3 Continuous Registration

Continuous registration is required to allow Subscribers listed in the subscription register to view content. No refunds will be given if the registration is removed,

cancelled, or expired before a registered Subscriber views the blog content.

5 PAYMENT TERMS AND REFUND POLICY

To view the blogs, the following payment and refund policy applies.

5.1 Payment Terms

The Subscriber or Subscription Administrator on their behalf pays the fees specified at the time of purchase.

5.1.1 Payment Due in Advance of Subscription Period

Payment is due in advance of each subscription period.

5.1.2 Viewing Privileges on Full Payment and Registration

The ability to view the content is granted upon receipt of full payment with appropriate viewing registration as described in Sections 4.1.1 – 4.2.

5.1.3 Failed Payments

Failed payments may result in suspension or termination of viewing privileges.

5.2 Refund Policy.

All sales are final. Refunds will only be issued in the event of technical issues that prevent viewing the content that cannot be resolved by the Provider.

5.3 No Payment for Free Content

A limited amount of content will be available for free if marked as such. A fee is not required for free content.

6 SUBSCRIPTION TERM AND TERMINATION

The subscription term will encompass the period to view content.

6.1 Active View Period

The Provider will commit to having the material available for viewing for one month from renewal of the subscription; for new registrants, the first month will have three extra days as a grace period.

6.2 End of View Period

The viewing period will close at the end of the paid subscription period if the subscription is not renewed.

6.3 Termination of Agreement

The Provider may terminate this Agreement at any time if the Subscriber or Subscription Administrator breaches any terms. Upon termination, the Subscribers must cease all use of the content.

6.4 Effective Agreement Period

This Agreement is effective until terminated or until the subscription is not renewed.

6.5 Obligation to Respect Copyright

Whether the agreement was terminated or the subscription was not renewed, the obligation to treat the material as intellectual property of Taylor Pearson Consulting LLC and as copyrighted material survives this agreement.

7 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (USA) applicable to agreements made and to be entirely performed within the State of Illinois, without regard to its conflict of law principles.

8 DISPUTE RESOLUTION

The Provider prefers to resolve any issues informally first.

8.1 Informal Negotiations

Before taking legal action, both sides agree to try to resolve any dispute through informal talks for at least 30 days. This starts when one side sends written notice to the other.

8.2 Binding Arbitration

If informal talks do not work, the dispute will be settled through binding arbitration (not in court). This means the Subscriber gives up the right to sue or have a jury trial. Arbitration will follow the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association (AAA) website. It can happen in person, by phone, online, or by submitting documents. The arbitrator must follow the law and give a written decision. Arbitration will take place in DuPage County, Illinois, unless the law says otherwise. Either side can go to court only to enforce or challenge the arbitration decision. If a court decides arbitration isn't allowed for a specific issue, that issue will be handled in court in Illinois.

8.3 Limits on Arbitration

Arbitration will only involve the two parties directly. It cannot be part of a class action or brought on behalf of others.

8.4 Exceptions

Some disputes do not have to go through informal talks or arbitration:

- Disputes about intellectual property rights

- Claims involving theft, privacy violations, or unauthorized use
- Requests for court orders (injunctions)

If a court finds any part of this section unenforceable, that part will be handled in court, not arbitration.

9 MISCELLANEOUS

These Legal Terms and any policies or operating rules posted by the Provider on the Subscription Agreement constitute the entire agreement and understanding between the Subscriber and the Provider. The Providers failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. The Provider may assign any or all of our rights and obligations to others at any time. The Provider shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between the Subscriber and the Provider as a result of these Legal Terms or Subscription Agreement. The Subscriber agrees that these Legal Terms will not be construed against the Provider by virtue of having drafted them. The Subscriber hereby waives any and all defenses they may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

10 PROVIDER CONTACT INFORMATION

In order to address question, resolve issues, or request a further use, please contact the Provider at:

Taylor Pearson Consulting LLC
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Oak Brook, IL 60522-4984
USA
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