

SetupCare Website Terms of Use

Version / Effective Date: July 13, 2026

1. About These Terms

These Website Terms of Use govern your use of setupcare.com (the "Site"). The Site is operated by Setup Care (used as "SetupCare"), the registered fictitious business name of Avery Hom, a sole proprietorship in Yolo County, California.

By accessing or using the Site, you agree to these Website Terms of Use. If you do not agree, please do not use the Site.

These Website Terms of Use are separate from the SetupCare Terms of Service, which govern our consulting and coaching services and which clients accept when they schedule, attend, use, or pay for services. Using the Site does not make you a client and does not subject you to the Terms of Service. If you become a client, both documents apply.

2. The Site Is Information Only

Everything on the Site is provided for general information and education. It is not advice, it is not tailored to your situation, and it is not a substitute for consulting a qualified professional.

Using the Site, reading our content, or contacting us through the Site does not create a client relationship, a fiduciary relationship, or any professional relationship of any kind. We do not act as your fiduciary or agent, and nothing on the Site should be understood as legal, tax, investment, medical, or other licensed professional advice.

Please do not act, or refrain from acting, based on anything you read on the Site without seeking appropriate professional guidance for your own circumstances.

3. Contact Form

Our Site has a contact form. Please do not include sensitive or confidential information in it. Share only what is needed to set up a first conversation.

Information you submit through the contact form is not confidential or privileged, and sending it does not make you a client or create any professional relationship.

4. Acceptable Use

Please use the Site lawfully and in good faith. You agree not to:

- use the Site for any unlawful purpose, or in violation of these terms;
- copy, scrape, harvest, or systematically collect content or data from the Site, whether manually or by automated means;
- attempt to gain unauthorized access to the Site or our systems, or probe or test the vulnerability of our systems;
- interfere with or disrupt the Site, including by introducing malicious code or by placing unreasonable load on our infrastructure;
- reverse engineer, decompile, or attempt to derive the underlying structure of the Site;
- impersonate SetupCare or Avery Hom, or misrepresent your affiliation with us;
- use the Site or its content to train, fine-tune, or develop any machine learning or artificial intelligence model without our written permission;
- submit false information, or use the contact form to send spam or unsolicited commercial messages; or
- use the Site in any way that could damage, disable, or impair it, or interfere with anyone else's use of it.

We may restrict or block access to the Site at any time, for any reason, without notice.

5. Intellectual Property (IP)

The Site and its contents, including text, articles, graphics, design, layout, logos, and the SetupCare name and branding, are owned by us or licensed to us and are protected by copyright, trademark, and other laws.

You may view, read, and print Site content for your own personal, non-commercial use. You may not reproduce, republish, distribute, adapt, or use our content or branding for any commercial purpose, or present it as your own work, without our written permission.

If we do not enforce this on a particular occasion, we do not waive the right to enforce it in the future.

6. Third-Party Links and Content

The Site may link to third-party websites, tools, or resources. We provide these links for convenience only. We do not control, endorse, or take responsibility for third-party sites, their content, their accuracy, their privacy practices, or anything you obtain from them. Your use of any third-party site is at your own risk and is governed by that site's own terms.

A link is not a referral, a recommendation, or a guarantee of suitability.

7. No Warranties; The Site Is Provided "As Is"

The Site is provided on an "as is" and "as available" basis. We make no warranties or representations of any kind, express or implied, about the Site or its content.

We do not warrant that the Site will be available, uninterrupted, timely, secure, or error-free, or that any content on it is accurate, current, or complete. Content may become out-of-date, and we are not obligated to update it. We may change, suspend, or discontinue the Site or any part of it at any time, without notice.

8. Limitation of Liability

To the fullest extent permitted by law, SetupCare and Avery Hom are not liable for any loss or damage arising from your use of, or inability to use, the Site, or from your reliance on anything on it. This includes indirect, incidental, consequential, and special damages, and applies regardless of whether we were advised of the possibility of such damages.

Nothing in these terms excludes or limits any liability that cannot lawfully be excluded or limited.

9. Privacy, Analytics, and Cookies

Our Privacy and AI Policy describes what information we collect from Site visitors, the cookies and analytics we use, how we respond to Do Not Track signals, and the third parties involved. Please review it.

10. Changes To These Terms

We may update these Website Terms of Use at any time. The version posted on the Site is the version in effect. Your continued use of the Site after we post changes means you accept them. Please check back periodically.

11. Governing Law & Disputes

These Website Terms of Use are governed by California law. Any dispute arising from your use of the Site will be brought in the Superior Court of California, County of Yolo, and you consent to that venue.

12. Contact

Questions about these Website Terms of Use:

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