

TERMS AND CONDITIONS

Important: These are the terms and conditions upon which we provide Elles Ottens website. By accessing the site, you agree to these terms and conditions. If you do not agree to these terms and conditions, you should not use or access the site.

Definitions

“You” means the user of the site, “We/us” means Elles Ottens’ website. “Content” means the information and other material available within the site.

Refund, Return, and Cancellations

We deal with refunds, returns and cancellations on a case by case basis. Our aim is for you to be absolutely happy with your product. If for some reason you are not, please email us at hello@ellesottens.com and we will make every effort to amend the situation.

Payment

You may purchase licenses to certain products through a one-time payment. When you make purchase, you authorize us to charge the credit, debit card or paypal account you provide on a one-time basis. We reserve the right to cancel any order for any reason. Possible reasons for cancellation include, but are not limited to the following: fraudulent or potentially orders, incorrect pricing or non-payment.

Delivery of Orders

Audio downloads ordered from the website are sent out immediately via email. Please email hello@ellesottens.com if you did not receive your download.

Disclaimers; limitations of liability

- A) You assume all responsibility and risk for your use of the services. The services, including any products, are provided ‘as is’ without representations or warranties of any kind, either express or implied, including warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose.
- B) While we make good faith efforts to include substantially accurate information in the services, errors or omissions may occur if we receive notice of errors or omissions, we will make reasonable efforts to correct them in due course, but we make no representations or warranties regarding the accuracy, completeness, performance,

currency, or fitness for a particular purpose of the services, that the services will meet your requirements, or as to the results that will be derived from using any of the information included in the services.

- C) In no event shall Elles Ottens or its affiliates be liable for any indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with your use of, delay in using, or inability to use the services. Our liability for any direct damage shall be limited to the amount of fees you have paid for the products giving rise to such liability.
- D) You assume all responsibilities and obligations with respect to any decision, advice, conclusions or recommendations made or given as a result of use of the services, including without limitation any decision made or action taken by you in reliance upon products. The services shall not constitute or be construed as a recommendation, solicitation, offer or opinion by Elles Ottens or our affiliates, principals or content providers, for any financial, transaction or the purchase of any financial instrument, including but not limited to securities, or any kind of investment. Past performance is no guarantee of future results.
- E) You assume all responsibility and risk for your use of the services. There is no guarantee that you will earn any money or achieve any particular results using the techniques and ideas provided in connection with the services. All information provided in connection with the services is intended for educational purposes only, for a general audience, and not as a specific advice tailored for an individual or business, none of the information provided in connection with the services shall be construed to constitute medical, psychological, financial or accounting, legal or other professional advice; we urge you to consult with an appropriate licensed professional if you seek any such advice.

Availability of the site

You acknowledge that it is technically impossible to provide the site free of faults and that we do not undertake to do so; that faults may lead to temporary unavailability of the site; and that the operation of the site may be adversely affected by conditions and performances outside our control, including, without limitation, transmission and telecommunications links between us and you and between us and other systems and networks.

Rights granted/rights reserved

You acknowledge that the content is made available to you for your personal use only and that you may download the content onto one computer hard drive. You agree not to (and

agree not to assist or facilitate any third party to) copy, reproduce, transmit, distribute, publish, commercially exploit or create derivative works of the content.

Use of the site/indemnification

You undertake:

1. not to use the content for any unlawful purpose;
2. that you shall not make any use of the site such that the whole or part of the site is interrupted, damages, rendered less efficient, or the effectiveness or functionality of the site is in any way impaired;
3. not to use the site for the transmission or posting of any computer viruses or any material which is defamatory, offensive or of an obscene or menacing character, or in such a way as to cause annoyance, inconvenience or needless anxiety

Links

The services may contain links to websites that we do not operate. We are not responsible for the content of any such websites.

Intellectual property

You acknowledge that all copyright, trademarks and all other intellectual property rights in the content shall remain vested in us or our licensors.

Cookies

A cookie is a piece of information that is stored on your computer's hard drive by your web browser. On revisiting the website our computer server will recognise the cookie, giving us information about your last visit. Most browsers accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance.

This website may use cookies to:

- enable the signing in process to operate after you have registered with us;
- enable us to estimate and report on our total audience size & traffic;
- conduct research to improve our content and services.

Changes to these terms and conditions

We reserve the right to change these terms and conditions from time to time. By continuing to use the site following such change you will be deemed to have accepted such change. It is your responsibility to check regularly to determine whether these terms and conditions have been changed. If you do not agree to any such change you must immediately stop using the site.

Severability

Each provision of these terms and conditions excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other provisions is held to be inapplicable or unenforceable in any circumstances.

Entire agreement

Those terms and conditions (as amended from time to time) together with any document expressly referred to in them comprise the entire agreement between you and us.