

Terms and Conditions

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In using this website, you are deemed to have read and agreed to the following terms and conditions.

These Terms of Service (the "Agreement") are an agreement between Educise Resources Inc. ("Educise" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Educise and of the Educise.com website (collectively, the "Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Services.

Privacy Statement

Educise is committed to protecting any data that we collect concerning you. By using our services, you agree to the use of the data that we collect in accordance with this Privacy Policy. The purpose of this Privacy Policy is to enable you to understand what personal information of yours is collected, how and when we might use or share your information, and how you can correct any inaccuracies in the information. This Privacy Policy also explains our online information practices and the choices you can make about the way your information is collected and used.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party, other than [our manufacturer/supplier(s) and] if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties. **We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of services and products of Educise.**

Designer agrees that any knowledge gained as a result of this relationship shall remain confidential.

Disclaimer Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- Excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Client shall pay **Educise** as agreed upon in the proposed Speaker Engagement Agreement for all live educational programs and home study courses and products. Educise accepts major Credit/Debit Cards, bank checks, and money orders as methods of payment. Our Terms are payment in full within thirty days, unless otherwise agreed upon by all parties in a written contract.

Withholding Delivery

Designer may withhold delivery and transfer of ownership of any products or services if accounts are not current or overdue invoices are not paid in full.

Our Refund and Cancellation Policy

Educise will refund payment for products deemed defective, if returned to Educise with a refund request within 14 days of purchase. Personal use items are nonrefundable once used. (massage tools, foam tools, personal use items.) If your purchase or activity is terminated due to violation of any of our policies, a refund will not be issued.

Presentation and Seminar Cancellation/Postponement:

Once a presentation date is set aside and a presentation confirmed, we often incur commitments of time and resources on your behalf, well in advance of the program date. Because a cancellation/postponement initiated by a Client causes losses, either through direct resource expenditure or because of turning down other business for this date, we have found it necessary to include the following cancellation clause, effective in all cases other than Acts of God (e.g. major disasters, severe weather, airline strike or cancellation, etc.)

100% of honorarium fee is nonrefundable, if cancelled in less than 30 days before;

50% of honorarium fee is nonrefundable, if cancelled in 31 to 60 days before;

25% of honorarium fee is nonrefundable, if cancelled in 61 to 90 days before.

Any expenses on behalf of Client will be retained in event of cancellation. If cancellation/postponement is unavoidable, please verify the cancellation by telephone, followed by a written letter to Educise within 5 days. If we can sell the time, we will, of course, refund your fee, minus any out-of-pocket expenses we have incurred on your behalf. We prefer to reschedule a missed event for you, if there is an emergency cancellation.

Audio and Video Recording

We do not allow audio or video recording of events. The fee quoted is based on the fact that there will be no audio or video recordings made of the presentation. Educise may record an event on video for the consideration of the audience, for projection onto the screen for all to see techniques taught, or for future sales.

Payment Method:

Please make credit card payments, checks or money orders payable to: **Educise Resources Inc.**

If paying by credit card, there is an additional 3% administrative fee. (*The additional expenses shall be billed to your organization upon completion of the presentation, payable within 14 days of receipt of the final invoice. This includes travel, meals, gratuities, course materials, copyrighted materials/workbooks, assistant fees, (Extra honorarium plus travel expenses for each assistant if requested).