Streamlines Virtual Support Terms of Use for Products

By purchasing a Product (hereinafter the "Product"), you, the purchaser (hereinafter the "Student") enters an agreement with Joanna Shock, also known as Jo Shock, trading as Streamlines Virtual Support (the "Provider") and agree to the following terms:

Deliverables

The Product is an online lesson or course. The Provider agrees to provide the content as promised on the Product checkout page.

The Student will retain access to the Product for the life of the Product, meaning for as long as the Provider offers and maintains the Product. The Provider will provide the Student with at least one month's notice should the Provider need to retire the Product.

Privacy Policy

The Provider's <u>Privacy Policy</u> is hereby incorporated by reference into this agreement. The Student understands that the Provider will be providing educational content to the Student and that the Provider's obligations under this Agreement exist only while the Student has access to the Product and that the Provider's obligations will cease once the Product is no longer available.

The Student also understands that the Provider is not providing one-on-one service on behalf of the Student.

Payment

In consideration of the Student's access to the Product, the Student agrees to pay the price listed on the checkout page.

No Refunds

The Student will have instant access to the Product on purchase and so no refunds will be given. The Student understands and agrees to this.

Intellectual Property

The Provider owns the rights to all content in the Product such as texts in the forms of guides, books, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. The Student's participation in the Product does not transfer any intellectual property rights to the Student. The Provider grants the Student a single-use, non-exclusive, non-transferable, revocable license to any and all Product content. The Student agrees not to create any derivative works of the content found in the Product.

Force Majeure

The Provider shall not be liable or responsible to the Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

Independent Contractor

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Provider agrees only to provide the Student with access to the Product, which provides education and information. The information contained in the Product, including any interactions with the Provider, is not intended as, and shall not be understood or construed as, professional advice.

Severability

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

Liability

The Student agrees to absolve and do hereby absolves the Provider of any and all liability or loss the Student may suffer or incur as a result of use of the Product and/or any information and resources contained in the Product. The Student agrees that the Provider shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Product.

Warranty

The Provider makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Product for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Provider and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

Assignment

The Student may not assign this Agreement without express written consent of the Provider.

Modification

The Provider may modify terms of this agreement at any time. All modifications shall be posted on the Provider's website and purchasers shall be notified.

Indemnification

The Student agrees to indemnify, defend, and hold harmless the Provider, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of the Student's use of or inability to use the Product and related services, any user postings made by the Student, your violation of any terms of this Agreement or your violation of any rights of a third party, or the Student's violation of any applicable laws, rules or regulations.

Dispute Resolution

The Student expressly waives any and all claims, now or in the future, arising out of or relating to the Product. To the extent the Student attempts to assert any such claim, the parties will attempt to settle it in good faith by negotiation. If the parties cannot find a resolution to a dispute or claim within 10 days then the Student hereby expressly agrees to present such claim only in the small claims courts in Scotland.

Contact information

Email: hello@streamlinesvirtual.com

Address: PO BOX 26965, Unit 66788, Glasgow, G1 9BW, United Kingdom

These terms are effective from November 2023 and may be subject to change.