

Terms & Conditions

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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 jodi@jodifranklin.com and we will make every effort to amend the situation.

TERMS OF THE AGREEMENT

The money (detailed on your transaction and receipt) will be paid in a series of payments, via your credit/debit card, as outlined in your transaction, and the specific terms of the agreement. By purchasing a product with payment plan terms, you hereby authorize Flory and Franklin to charge these installments to your credit card and further understand and agree: that this payment is non-refundable; not to dispute this charge under any circumstance or in any manner with your bank or any merchant processor; and, that your purchase is subject to the Company's terms and conditions.

In the event of default of the agreed repayment terms, you accept liability for all costs incurred by Flory and Franklin in recovery due to your breach of the agreed repayment terms. Such costs may include, but not be limited to, a Letter Before Action, Debt Collection Agents fees, Interest and Late Payment Compensation per Invoice of \$60.00. You also acknowledge and agree that a default in payment shall result in the suspension of your access to the course until your account is made current.

Payments

You agree to pay any applicable surcharge on payments made by credit card.

Unless otherwise stated, all amounts shown on our website are in US dollars. The currency and amount will be displayed before you make your payment. We do not store your financial information on our platform. Our third party service provider, Stripe, will store your details and will use these details for each successive billing period. We are not responsible for your data with Stripe. If you have any concerns about your data, you should check the privacy policy for Stripe here: <https://stripe.com/gb/privacy>

Privacy Policy

Please see here for a full statement of our privacy policy.

Delivery of Orders

Audio downloads ordered from the website are sent out immediately via email. You can also login to the My Downloads section to retrieve these. Please email jodi@jodifranklin.com if you did not receive your download.

Definitions

“You” means the user of the site, “We/us/Flory and Franklin/our” means Flory and Franklin, Ltd, its subsidiaries, affiliates, officers, employees, agents, partners, licensors, successors and assigns, “site” means the sites of Flory and Franklin on the World Wide Web. “Content” means the information and other material available within the site.

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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.

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We may provide links to other websites. You acknowledge and agree that we are not responsible for the availability of such external sites, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or available from such sites.

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You undertake:

not to use the content for any unlawful purpose;

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;

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.

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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.

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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.

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.

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.

No waiver

No waiver by us shall be construed as a waiver of any preceding or succeeding breach of any provision.

Cancellation Refund For Programs

Whilst every effort is made to avoid changes to our program, we reserve the right to withdraw or cancel any course. If for any reason Flory and Franklin cancels an event, all course fees will be returned in full. We cannot, however, reimburse the cost of any expenses, travel or accommodation arrangements and suggest that you consider travel insurance to cover any significant costs incurred.

Disclaimers

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To access certain features of the Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a

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To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

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Class Action Waiver

You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

Severability

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