



Downloads (including PDFs and Audio) and Other Online Educational Products by Seashell Consulting Inc.

THE CREATIVE BRIEF: BRAND IMAGE MASTERCLASS Course - Terms and Conditions

This page details you the terms and conditions (**Terms**) on which we supply any of the products (**Products**) listed on our website <http://www.hannafitz.com> (**our site**) to you. Please read these Terms carefully before ordering any Products from our site.

You should print a copy of these terms and conditions for your future reference.

By placing an order on our site, you agree to these Terms and that these Terms take precedence over any other terms and conditions including your own terms of business, any course of dealing or any industry practice.

1. INFORMATION ABOUT US

HannaFitz.com is a site operated by Hanna Fitz, CEO of Seashell Consulting Inc. ("we" or "us"). Our address is P.O. Box BW302, Rodney Bay, Saint Lucia and our email address is info@hannafitz.com.

2. YOUR STATUS

By placing an order through our site, you warrant and confirm that:

- 1. (a) You are legally capable of entering into binding contracts;**
- 2. (b) You are at least 18 years old; and**
- 3. (c) You will only use a Product for your business use and you may not sell, publish or distribute such document or use it in whole or in part to create another document.**

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order is an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail with your membership information or an email indicating that the product is available for download (**the Membership and/or Download Confirmation**) or an email to create your username and password that gives you access to our membership area. The contract between us (**Contract**) will only be formed when we send you the Download Confirmation.

3.2. You agree that we may begin the supply of digital content not on a tangible medium (including e-books and other digital files) before the end of the cancellation period set out in paragraph 4.4 below and you acknowledge that you will lose your cancellation rights in relation to such digital content.

3.4. If you are purchasing a Product as a consumer, you have the right to cancel this agreement within 14 days of the date of this agreement by emailing us at info@iheartmylife.com. **However please see clause 7.1 .**

3.5. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this agreement, we will reimburse to you all payments received from you in relation to the agreement within 14 days after the date on which we were informed about your decision to cancel this contract. **However please see clause 7.1.**

3.6. You hereby request immediate performance of the Contract and acknowledge that you will lose your right of withdrawal from the Contract once the service contract is fully performed. If you cancel the Contract before the services have been fully performed, you agree that you will pay for the supply of the service for the period for which they are supplied. The amount payable will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

4. AVAILABILITY

Your order will be fulfilled automatically on your receipt of the Membership and/or Download Information but in the event that our automated systems do not work immediately, please contact info@hannafitz.com to advise us that the Product has not been made available for download or that you cannot access the membership area. As our systems are automated, we shall not be liable for any delay in the download of or access to any Product.

5. TITLE AND INTELLECTUAL PROPERTY

5.1. You will only be entitled to use the Products when we receive full payment of all sums due in respect of the Products.

5.2. As between us and you, all Intellectual Property Rights and all other rights in any Products shall be owned by us. We license all such rights to you on a non-exclusive basis only to such extent as is necessary to enable you to make reasonable use of the Product.

5.3 We shall enforce our Intellectual Property Rights in the Products to the fullest extent possible by law and **DISTRIBUTING (WHETHER FOR PAYMENT OR OTHERWISE), PUBLISHING, SELLING OR DISCLOSING A PRODUCT IS STRICTLY PROHIBITED.**

6. PRICE AND PAYMENT

6.1. The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

6.2. These prices exclude VAT except where expressly stated otherwise.

6.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Membership/and or Download Confirmation.

6.4 Payment for all Products must be by such method of payment as is specified on our website. If you choose to pay by PayPal, you must have a valid PayPal account in order to purchase a Product.

7.

REFUNDS

7.1 As you are able to download and make use of and copy the Product immediately, **we will not be**

refunding any payments for this product.

8. OUR LIABILITY

8.1. Our Products are provided on an "as is" basis without any representations or endorsements made and without any warranty of any kind whether express or implied, other than where you are purchasing our Products as a consumer in which case the implied warranties of fitness for purpose, merchantability and accuracy shall apply.

8.2. If, for any reason, we are liable for any damages, other than those for death or personal injury caused by our negligence (or any other matter for which we are not able to limit or exclude our liability due to applicable law), our total liability shall be limited to the amount of the Product purchased.

8.3. By purchasing a Product, you agree that in no circumstance shall we be liable for any indirect, incidental, special or consequential damages, including, but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) loss of data, or
- (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise , even if foreseeable.

arising out of or in any way connected with the use of a Product, under any law or on any basis whatsoever whether contractual or otherwise, except in relation to death or personal injury caused by our negligence (or any other matter for which we are not able to limit or exclude our liability due to applicable law).

9. WRITTEN COMMUNICATIONS

You agree that our communication with you will be mainly electronic and via email. We may however also provide you with information by posting notices on our site. You agree that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

10. NOTICES

All notices given by you to us must be given to Emily Williams at emily@iheartmylife.com. We may give notice to you at the e-mail address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

11.1 You may not transfer, assign or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

11.2 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

12. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control.

13. WAIVER

13.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.

13.3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

14. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. RECORDING, FILMING, AND PHOTOGRAPHY

15.1. We may wish to record, photograph or film a programme/event and reserve the right to do so for the purposes of future programmes/events and/or promoting future programmes/events or otherwise.

15.2. You consent to us recording, photographing or filming ("Recordings") you without any fee payable to you (other than as set out below). This consent includes Recordings of your participation in our live events, webinars, online courses, offline courses, presentations and otherwise ("participations") and includes your past, present and future participations.

15.3. You acknowledge and agree that we shall be entitled to edit, copy, add to, adapt or translate the Recordings at our discretion and, in respect of the Recordings, you hereby irrevocably waive in favour of us, our assignees and licensees the benefit of all moral rights and performers' rights arising under the Copyright, Designs and Patents Act 1988 or similar rights arising under the laws of any jurisdiction.

15.4. You agree that we may use such Recordings of you for purposes including (without limitation) promotion of future programmes, events and/or courses and to create content for future programmes, events and/or courses.

16. ENTIRE AGREEMENT

16.1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

16.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

16.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

17. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

17.1. We have the right to revise and amend these terms and conditions from time to time.

17.2. You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Membership and/or Download Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

18. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of Saint Lucia, W.I.