

Terms & Conditions

Important: These are the terms and conditions upon which we provide Flory and Franklin 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.

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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Liability

You agree that, except for death and personal injury arising from our negligence, we shall not be liable in contract, tort, negligence, statutory duty or otherwise, for any loss or damage whatsoever arising directly or indirectly from or in any way connected with the site or your use of or reliance upon the content or any information you obtain by means of the site or your use of or reliance upon the content or any information you obtain by means of the site or any bookings or purchases you make of goods and/or services through your use of the site, including, without limitation, damage for loss of profits, loss of business, or any other consequential or pecuniary loss (even where we have been advised of the possibility of such loss or damage.)

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.

Links to other sites

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.

Use of the site/indemnification

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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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, and other Flory and Franklin websites to which it is linked, 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.

By going to the Help section of the menu of your browser you should be able to configure your browser preferences to accept all cookies, reject all cookies, or notify you when a cookie is set. If you reject the use of cookies please note that the efficient operation of this site may be affected.

Other websites linked from this site may take a different approach to the use of cookies and you should check what that approach is with those who operate those sites. Flory and Franklin's website's take no responsibility or liability for the practices undertaken by sites linked to this website.

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.

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

Throughout the Site, we may provide links and pointers to Internet sites maintained by third parties. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites. In addition, neither we nor affiliates operate or control in any respect any information, products or services that third parties may provide on or through the Site or on websites linked to by us on the Site.

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Registration

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

particular feature of the Site, such as chat rooms, web logs, or bulletin boards, you may also be asked to register with us on the form provided and such registration may require you to provide personally identifiable information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any personally identifiable information you provide to us as part of the registration process is governed by the terms of our Privacy Policy.

Passwords

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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Refund Policy

Your purchase of a product or service or ticket to an event may or may not provide for any refund. Each specific product, service, event or course will specify its own refund policy.

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

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

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