

# Terms & Conditions

## About the Website

Welcome to [www.deesimich.com](http://www.deesimich.com). The website providing Training in Sales with Confidence.

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You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Dee Simich in the user interface.

## Product delivery

Upon purchase, you will immediately receive an email with a link to a direct download for your product, a link to schedule a booking for your product, or an email confirming your purchase and a later email to confirm shipping. Products, courses, and tickets are non-refundable and nontransferrable. Where a payment plan option exists, customers agree to all future payments upon making the initial payment.

## Credit Card Security

All transactions are processed either via direct deposit or PayPal.

## Access to this site

You agree to use this site only for the lawful purposes described in more detail in the "Restrictions on Use" section below. You agree not to take any action that might compromise the security of the site, render the site inaccessible to others or otherwise cause damage to the site or the Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Site in any manner that might interfere with the rights of third parties. To access this site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this site that all the information you provide on this site will be correct current and complete. If our Company believes the information you provide is not correct, current, or complete, we

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## **Child Safety**

Protecting the online privacy of children is especially important to us, and those under the age of 13 are protected by federal law. For that reason, our Company does not knowingly permit children under the age of 13 to become registered members of our sites, or to buy goods and services on our sites, without verifiable parental consent. Our Company does not knowingly collect or solicit personal information about children under 13, except with their parent's express consent. If we ever include children under the age of 13 as part of our intended site audience, those specific web pages will, in accordance with the provisions of the Children's Online Privacy Protection Act (COPPA), be clearly identified and provide an explicit privacy notice; and we will provide processes to obtain parental approval, provide access to information and allow parents to request removal of their children's personal information.

## **Downloading Materials**

You understand that our Company cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Our Company does not assume any responsibility or risk for your use of the Internet.

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You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediately preceding 12-month period for the Services concerned.

We shall not be liable to you for any loss or expense which is, indirect or consequential loss or economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.

This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

## **Limitations on Liability**

Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if company has been advised of the possibility of such damages. In no event will the collective liability of company and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$100 or the amount you have paid to company for the applicable content, product or service out of which liability.

## Indemnity

You will indemnify and hold Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the “Indemnified Parties”) harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney’s fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site. Information you provide You may not post, send, submit, publish, or transmit in connection with this site any material that:

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- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
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- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
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- includes MP3 format files;
- amounts to a ‘pyramid’ or similar scheme;

- disobeys any policy or regulations established from time to time regarding use of this site or any networks connected to this site; or
- contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

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## **Security**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Company will be entitled to monitor your password and, at its discretion, require you to change it. If you use a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate your account. You are prohibited from using any services or facilities provided in connection with this site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms of Use. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. By accepting this agreement you waive and hold harmless company from any claims resulting from any action taken by company during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the company or law enforcement authorities.