Terms of Service for danteckauthor.com

Introduction

Welcome to danteckauthor.com. This website is owned and operated by Dan Teck/DandiLove Unlimited. By visiting this website and accessing the information, resources, services, products, and tools I provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in my Privacy Policy (please refer to the Privacy Policy section below for more information).

This agreement is in effect as of April 19, 2024.

I reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site and my products and services after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Responsible Use and Conduct

By visiting this website and accessing the information, resources, services, products, and tools I provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

a. In order to access my Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access my Resources. Accordingly, you are responsible for all activities that occur under your account/s.

c. Accessing (or attempting to access) any of my Resources by any means other than through the means I provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of my Resources through any automated, unethical or unconventional means.

d. Engaging in any activity that disrupts or interferes with my Resources, including the servers and/or networks to which my Resources are located or connected is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell my Resources is strictly prohibited.

f. You are solely responsible for any consequences, losses, or damages that I may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. I may provide various open communication tools on this website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally I do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to this website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

i) Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

ii) Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

iii) Contains any type of unauthorized or unsolicited advertising;iv) Impersonates any person or entity, including any Dan Teck employees or representatives.

I have the right at my sole discretion to remove any content that I feel does not comply with this User Agreement, along with any content that I feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. I am not responsible for any delay or failure in removing such content. If you post content that I choose to remove, you hereby consent to such removal, and consent to waive any claim against me. h. I do not assume any liability for any content posted by you or any other 3rd party users of my website. However, any content posted by you using any open communication tools on this website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of Dan Teck/DandiLove Unlimited, and as such, gives me a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as I see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use my Resources. All information provided as part of the registration process is covered by my privacy policy.

i. You agree to indemnify and hold harmless Dan Teck/DandiLove Unlimited and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. I reserve the right to take over the exclusive defense of any claim for which I am entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by me.

Privacy

Your privacy is very important to me, which is why I've created a separate Privacy Policy in order to explain in detail how I collect, manage, process, secure, and store your private information. My privacy policy is included under the scope of this User Agreement. To read my privacy policy in its entirety, please go here: www.danteckauthor.com.

Refund Policy

My ecourses, live events (virtual retreats, coaching sessions, etc.), and online communities are sold on as "as is" basis, and I do not offer refunds on them. Please be sure to read over what's included carefully before purchasing them. (For my ecourses, please note that I guarantee that they will be available during the timeframe that you have signed up for them and not beyond.)

Limitation of Warranties

By using my website, you understand and agree that all Resources I provide are "as is" and "as available". This means that I do not represent or warrant to you that:

i) the use of such Resources will meet your needs or requirements.

ii) the use of such Resources will be uninterrupted, timely, secure or free from errors.

iii) the information obtained by using such Resources will be accurate or reliable, and

iv) any defects in the operation or functionality of any Resources I provide will be repaired or corrected.

Furthermore, you understand and agree that:

v) any content downloaded or otherwise obtained through the use of my Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.
vi) no information or advice, whether expressed, implied, oral or written, obtained by you from Dan Teck/DandiLove Unlimited or through any Resources I provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

By posting on this site and in my online communities, you agree that you are the owner of the material, you are within your right to do so by copyright law, or you have the owner's permission. You also agree that I have the right to share what you post (giving you credit) on social media, on this website, and in my products/services.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Dan Teck/DandiLove Unlimited will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using my Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

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You agree that I may, at my sole discretion, suspend or terminate your access to all or part of my website and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources I provide will immediately cease, and I reserve the right to remove or delete any information that you may have on file with me, including any account or login information.

Governing Law

This website is controlled by Dan Teck/DandiLove Unlimited. It can be accessed by most countries around the world. By accessing this website, you agree that the statutes and laws of my state, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Guarantee

UNLESS OTHERWISE EXPRESSED, Dan Teck/DandiLove Unlimited EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Contact Information

If you have any questions or comments about these Terms of Service as outlined above, you can contact me at: <u>dan@danteckauthor.com.</u>

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