

Terms and Conditions of Use of Palm Creatives t/a House of Palm

The following terms and conditions (the "**Terms and Conditions**") shall be deemed to be incorporated into your online purchase (the "**Purchase**"). By making your Purchase with us online you signify your agreement to be bound by these terms.

1. Use and Consent

- 1.1 Please read these Terms and Conditions carefully and in their entirety before using houseofpalm.co (hereinafter "House of Palm", "Palm Creatives", "we," "our," "us"). You, as a visitor and/or user of our website, agree to these Terms and Conditions, and your access and/or use of our website, products, and/or services or via materials requested through email constitutes your voluntary acceptance to be bound by these terms, whether you have read them or have had the opportunity to read them and have chosen not to.
- 1.2 This website and any products and/or services offered herein are not intended for persons under the age of 18. If you are under the age of 18, you may not use or view this website.

2. Our Contract With You

- 2.1 Our contract. These terms and conditions (Terms) apply to the order by you and supply of goods, and, or services to you (Contract). No other terms are implied by trade, custom, practice or course of dealing.
- 2.2 Entire Agreement. The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have no relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. Legal and Financial Disclaimer

- 2.1 You understand and agree that this website and our products, programs, and services are intended to provide information and education. The information provided is not business, financial, or legal advice.
- 2.2 You should consult with a lawyer, accountant, and/or financial advisor in your area who understands your particular business and financial situation so that you can take the right steps for you and your business.

4. Earnings Disclaimer

- 3.1 You understand and agree that this website and our products, programs, and services are intended to provide information and education to assist you in attaining your goals.
- 3.2 You understand and agree that your success depends entirely on your business experience, motivation, and individual capacity. There are no guarantees of any kind whatsoever as to your earnings and income.

5. No Warranty or Liability

- 4.1 Reference to liability in this clause includes every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 4.2 Nothing in these Terms limits or excludes our liability for:

- 4.2.1 Fraud or fraudulent misrepresentation or any other liability that cannot be limited or excluded by law.
- 4.3 Subject to clause 4.2, we will under no circumstances be liable to you for:
 - 4.3.1 Any loss of profits, sales, business or revenue; or
 - 4.3.2 Loss of corruption of data, information or software; or
 - 4.3.3 Loss of business opportunity; or
 - 4.3.4 Loss of anticipated savings; or
 - 4.3.5 Loss of goodwill; or
 - 4.3.6 Any indirect or consequential loss.
- 4.4 The information provided on houseofpalm.co is believed accurate when made. However, we do not warrant or represent that such information is or will always be current, accurate, and/or complete. You agree that we are not responsible for the accuracy of our website or for any errors or omissions in its content or in our products and/or services purchased therefrom or via materials requested through email.
- 4.5 The information is provided "as is" without warranty of any kind, express or implied.
- 4.6 You agree that House of Palm and houseofpalm.co are not liable to you or others in any way for damages of any kind arising from the use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, including, but not limited to, direct, indirect, incidental, consequential, and/or special damages.
- 4.7 You agree that House of Palm and houseofpalm.co are not liable for any loss incurred by you or your business, including, but not limited to, loss of clients, loss of goodwill, loss of income or revenue, loss of anticipated income, loss of sales, loss of data, computer failure, computer virus obtained by use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, or any other similar issue, or any other loss or damage of any kind.
- 4.8 Subject to clause 4.2 our total liability to you for all losses arising under or in connection with the contract will in no circumstances exceed 100% of the price of the goods or services purchased from house of palm and/or houseofpalm.co.
- 4.9 We expressly exclude any liability to the fullest extent of the law.
- 4.10 By using our website and its content or purchasing a service and/or product from our website or requesting materials via email, you agree to this limitation of liability and release House of Palm and houseofpalm.co from any and all claims.
- 4.11 Accept as expressly stated in these Terms, we do not give any representations, warranties, or undertakings in relation to any goods or services under this Contract. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the good or services are suitable for your purposes.

6. Indemnification

- 5.1 You agree at all times to defend, hold harmless, and indemnify House of Palm and houseofpalm.co and any affiliates, agents, or other party associated with House of Palm and houseofpalm.co from any cause of action, lawsuits, judgments, including

legal fees and costs, arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email, as well as any third party claims of any kind arising from your actions in relation to our website.

- 5.2 Should we be required to defend ourselves in any action directly or indirectly involving you, you agree to provide any documents, testimony, evidence, or other information we deem useful to us free of charge.

7. Intellectual Property Protection and Personal Use

- 6.1 The materials contained on our website, including, but not limited to, products (including e-courses), programs, documents, videos, photos, graphics, designs, and other files, are the proprietary property of House of Palm and are protected by intellectual property rights.
- 6.2 You may electronically copy and print portions houseofpalm.co solely for your personal, non-commercial use with respect to your business.
- 6.3 House of Palm grants you a single non-transferable license to download, view, copy, and/or print any products you purchase from House of Palm or materials requested via email solely for your personal, non-commercial use with respect to your business.
- 6.4 You may not share the cost of any product or the product itself with any third party.
- 6.5 You may not share your login credentials for houseofpalm.co or any E-course from houseofpalm.co with any third party for any reason.
- 6.6 You may not sell or transfer your access to houseofpalm.co or any of the content and/or materials contained therein to any third party.
- 6.7 Upon the termination of this license, you shall delete and/or destroy all downloaded and/or printed copies of the materials from houseofpalm.co obtained therefrom.
- 6.8 You agree that you will not use the contents of and materials in any products and/or e-courses you purchase from House of Palm and houseofpalm.co to create a competing product.
- 6.9 Any other use of the materials in houseofpalm.co, any product you purchase, and/or materials requested via email, including, but not limited to, for any commercial use, copying, republication, distribution, transfer, performance, display, or reproduction other than as indicated above, is strictly prohibited.
- 6.10 You agree that you will not use our website, products (including e-courses), programs, documents, videos, photos, graphics, designs, and other files in any manner that constitutes an infringement of our intellectual property rights.
- 6.11 Unauthorised use constitutes theft and we reserve the right to prosecute theft to the fullest extent of the law.

8. Your License to Us

- 7.1 When you submit any post, comment, image, or other content that you upload, publish, or display on or through our website ("User Content"), you grant to us a perpetual, non-exclusive, royalty-free worldwide license to copy, reproduce, distribute, transfer, display, perform, and create derivative works from any such User Content in any and all media or formats for advertising and marketing or any other lawful purposes.
- 7.2 You retain the right to remove your User Content at any time.

- 7.3 If you remove your User Content, the license granted to us expires but we retain the license to the extent that any User Content has been incorporated into our advertising and/or marketing or on our content sites.

9. User Limitations

- 8.1 You agree that you will not post, transmit, upload, or otherwise make available any User Content that is harmful, threatening, defamatory, unlawful, abusive, harassing, obscene, vulgar, hateful, or otherwise objectionable.
- 8.2 You agree to use this website and our products, programs, and services for lawful purposes only.

10. Testimonials

- 9.1 Our website may feature testimonials. They are examples from past clients. While these testimonials are accurate and honest portrayals of actual clients or customers sharing their opinions about our website, products and/or services, they are not a guarantee that all clients or customers will have the same, similar, or better experience.

11. No Formal Endorsements

- 10.1 Any reference or link to any other companies, events, services, or products, on our website, blog, or in our emails does not guarantee your success and/or satisfaction with and is not an endorsement of said companies, events, services, or products.
- 10.2 You understand and agree that you must use your own judgement to determine whether any other companies, events, services, or products would be beneficial to you and/or your business.
- 10.3 You agree that we shall have no liability should you choose to make a purchase from any referenced company, event, service, or product and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

12. Affiliate Disclosure

- 11.1 We may choose to provide an affiliate link to products and/or services that we believe align with our own products and/or services from time to time. You understand that we may receive financial compensation or other payment as a result of your purchase of a product and/or service using the link.
- 11.2 You understand and agree that you must use your own judgment to determine whether to make a purchase using an affiliate link. You agree that we shall have no liability should you choose to make a purchase from an affiliate link and become dissatisfied. You agree to indemnify and hold us harmless should this occur.

13. Affiliate Notice

- 12.1 Houseofpalm.co may from time to time become an affiliate of other organisations and will provide a link from time to time to such organisations' products and services. You won't pay a penny more but House of Palm may receive a small commission that helps sustain our small business efforts.

14. Third Party Links

- 12.1 From time to time, we may provide a link to a third-party website. These links are provided for your education and information only and are not an endorsement by House of Palm and houseofpalm.co. If you use those links, you leave our website.
- 12.2 You agree that House of Palm and houseofpalm.co are not responsible for the content, availability, or accuracy of other websites that may be linked to our website. We make no warranty of any kind, whether express or implied, regarding third-party content, availability, or accuracy.
- 12.3 By clicking on a link to a third-party website, you agree that you are doing so of your own discretion, volition, and at your own risk. You agree that House of Palm and houseofpalm.co are not liable for any damage or loss caused by your access to or use of information, materials, products, or services contained on and/or purchased from any linked third-party website.
- 12.4 By clicking on a link to a third-party website, you may allow third-parties to collect and/or share your personal information. The privacy policies and terms and conditions on those third-party websites may differ from houseofpalm.co's. You are encouraged to read the privacy policies and terms and conditions of every linked third-party website that you visit.

15. Payments

13.1 **You have the right to pay for any House of Palm and houseofpalm.co product or service in full. If you choose to pay using a payment plan provided by houseofpalm.co using PayPal and/or Stripe as a third-party payment option, you agree to pay each payment on time and in the full amount.**

13.2 **Payment Plans:**

13.2.1 **For houseofpalm.co Templates, we offer these payment plans and options:**

13.2.1.1 **Three payments of #285.00 sterling paid within 90 days of the initial purchase**

13.2.1.2 **Six payments of #160.00 sterling paid within 180 days of the initial purchase**

13.3 You understand and agree that you are financially responsible for all purchases made by you or a third-party acting on your behalf.

13.4 All of the personal information that you provide as part of the purchase process for any product or service on our website may be collected by both us and our third-party payment processing providers. This includes, but is not limited to, name, email address, billing information, and credit card number. Please read our Privacy Policy with respect to how we handle your personal information.

13.5 Our third-party payment processing providers may have privacy policies and terms and conditions that differ from ours. We have no liability or responsibility for the independent policies of our third-party payment processing providers. You are encouraged to read the independent policies contained on the third-party payment processing providers' websites.

13.6 You understand and release us from liability for any damage or loss caused by your purchase from our website or by your dealings with our third-party payment processing providers.

16. Refund

14.1 Due to the extensive time and effort that goes into the product(s) and/or program(s), there is no refund policy whatsoever for any and all of the House of Palm and houseofpalm.co products or services.

14.2 We do not tolerate or accept any type of chargeback from your credit card company. Should this occur, you will be fully liable to indemnify us.

17. Termination

15.1 We reserve the right to terminate your access to our website, in full or in part, at any time for any reason.

18. Dispute Resolution and Jurisdiction

16.1 These Terms and Conditions shall be governed and construed according to the laws of Jersey, Channel Islands, without regard to conflict of laws principles. The Royal Court of Jersey shall have exclusive jurisdiction over any case or controversy arising from your use of our website or its content, or products and/or services purchased therefrom, or via materials requested through email.

16.2 By using our website or its content, or products and/or services purchased therefrom, or via materials requested through email, you submit to the exclusive jurisdiction and venue of this Court and waive any defense of forum non conveniens.

16.3 In the event that House of Palm must make a claim for any breach of these Terms and Conditions by negotiation, litigation, mediation, or arbitration, we shall be entitled to recover legal fees and associated costs from you.

19. Severability

17.1 If any provision of these Terms and Conditions shall be declared unenforceable or invalid, all remaining provisions shall remain in full force and effect.

20. Assignment and Transfer

20.1 We may assign or transfer our rights and obligations under the Contract to another entity.

20.2 You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

21. Variation

21.1 Any variation of the contract only has effect if it is in writing and signed by you and us.

22. Waiver

22.1 If we do not insist that you perform any of your obligations under the Contract, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we do waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

23. Third Party Rights

23.1 The Contract is between you and us. No other person has any rights to enforce its terms.

24. Modification of Terms and Conditions

18.1 We may change, modify, or update these Terms and Conditions at any time and will notify you of any such changes by a prominent notice displayed on our website at least 10 days prior to implementing the change. We recommend that you check the Terms and Conditions when you visit our website to be sure that you are aware of our most current policies.

18.2 By continuing to use this website, you agree to be bound by the most updated version of these Terms and Conditions, whether you have read them or have had the opportunity to read them and have chosen not to.

IF YOU HAVE ANY QUESTIONS OR CONCERNS ABOUT THESE TERMS AND CONDITIONS,
PLEASE CONTACT: CHARLIE@HOUSEOFPALM.CO

These Terms and Conditions are fully effective as of 5th September 2022