

Pop'n'Olly Training - Terms and Conditions

Terms and Conditions ("Terms")

Our Terms and Conditions were last updated on 18/01/23.

Please read these terms and conditions carefully before purchasing our training.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalised have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **"Account"** means a unique account created for You to access our Service or parts of our Service.
- **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Pop'n'Olly Ltd.
- **"Country"** refers to United Kingdom.
- **"Content"** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **"Device"** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **"Feedback"** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **"Products"** refer to the products or items offered for sale on the Service.
- **"Orders"** mean a request by You to purchase Products from Us.
- **"Promotions"** refer to contests, sweepstakes or other promotions offered through the Service.
- **"Service"** refers to the Website.
- **"Terms and Conditions"** (also referred as **"Terms"**) mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions Agreement was generated by TermsFeed Terms and Conditions Generator.
- **"Third-party Social Media Service"** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **"Website"** refers to Pop'n'Olly.com, accessible from www.popnolly.com
- **"You"** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Purchasing Products

By Ordering a training package through our Service, You warrant that You are legally capable of entering into binding contracts.

Your Information

If You wish to place an Order for Products available on the Service, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete.

By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

Order Cancellation

Upon purchase, you will begin a 3 week access period from the start date you have selected. A one-time extension may be granted in unusual circumstances at the discretion of Pop'n'Olly Ltd.

Any requested extensions for access after the one time mentioned above will result in you needing to repurchase.

Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

- Products availability
- Errors in the description or prices for Products
- Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorised or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Products on the Service. The Products available on Our Service may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Products on the Service and in Our advertising on other websites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Video Hosting

Please note the Pop'n'Olly Training Video is hosted by Vimeo Inc.

We are not liable for access issues related to Your organisations' blocking of certain websites. Issues such as a former will not be accepted as a right to cancel your purchase.

Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

Payments

Payment can be made through various payment methods we have available, such as Visa, MasterCard, American Express cards or online payment methods (PayPal, for example).

Payment cards (credit cards or debit cards) are subject to validation checks and authorisation by Your card issuer. If we do not receive the required authorisation, We will not be liable for any delay or non-delivery of Your Order.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

- By visiting this page on our website: www.popnolly.com/contact
- By sending us an email: info@popnolly.com