

Terms and Condition for offers on marketingbackbone.com

- 1) Terms and Conditions – AmnioM Web s.r.o.** (the “Provider”) agrees to provide you with access to the **Marketing Backbone** or other purchased on a domain marketingbackbone.com (the “Program”) upon the following terms and conditions. By registering for the Program, you (the “Participant” or “You”) agree to be bound by and to abide by the following terms and conditions.
- 2) Effective Date** – This Agreement takes effect when the Participant registers for the Program and becomes enforceable between the parties from the date of said registration.
- 3) Program** – The Provider commits to granting access to the entirety of the Program's features as detailed on the Program's sales page as of the Effective Date. Such features can encompass lessons, forms, worksheets, checklists, regular live training sessions, and exclusive discussion forums. Additionally, the Provider might offer special discounts or bonuses to Participants when they buy other products or services. While the Provider retains the authority to adjust the Program's features — this could mean adding, deleting, or altering elements — they will ensure these modifications don't substantially reduce the Program's initial value or purpose as initially acquired.
- 4) Limited License** – Upon purchasing the Program, the Participant receives a single-use, non-exclusive, non-transferable, and revocable permission to access, view, and utilize the Program. The Participant is permitted to download, save, and print individual components of the Program. The intellectual property rights pertaining to the Program remain under the ownership of the Provider. The Participant is prohibited from reproducing or using the content in any way without the explicit written approval of the Provider. Infringement of the Provider's copyright or trademark rights will lead to immediate cessation of access to the Program without refund.
- 5) Copyright** – The Program's content is protected under the stipulations of the Authors' law (Czech Republic) along with other relevant laws, policies, regulations, and international accords concerning intellectual property rights. Outside of the limited license provided, any utilization of the Program, encompassing alteration, transmission, display, dissemination, re-publication, or any other form of exploiting the Program or its content, either entirely or partially, is forbidden without the preceding written approval of the Provider.
- 6) Course Registration** – The Participant commits to provide true, accurate, up-to-date, and complete details as indicated by any registration form and is obligated to revise this data regularly to ensure it remains true, accurate, current and complete. The responsibility of safeguarding the confidentiality of the account and associated password lies with the Participant, and they are accountable for all actions undertaken through their account. You agree to maintain and update true, exact, up-to-date, and complete registration information. Should you present details that are misleading, incorrect, outdated, or incomplete, or if the Provider has plausible reasons to believe the provided information deviates from these criteria, the Provider can halt or cease access to the Program, and no refund shall be given. The Provider, at its sole discretion, retains the authority to revoke the Participant's access to the Program and its associated services or any segment of it, especially if the Participant disturbs the Program, other attendees, or violates Program guidelines. Should the Program access be terminated, the Participant will not be eligible for a refund for any part of the fees, and any pending payments within a payment plan remain obligatory.
- 7) Course Hosting Platform** – When you choose to purchase our course, you will be redirected to Thinkific.com, a third-party platform where the course is hosted and through which you will access the content. Registration on Thinkific will require you to provide certain personal information such as your full name, e-mail and credit card information. How does Thinkific handle your data is specified in their data privacy policies on <https://www.thinkific.com/privacy-policy/>. These policies refer to you as a „subscriber“ or a „student“. You, as a student, are required to adhere to Thinkific's terms of service, available at <https://www.thinkific.com/terms-of-service>. By enrolling in this course, you acknowledge and agree to ensure that your actions do not result in any breaches of the Provider's agreement with Thinkific. The Provider reserves the right to switch the course hosting platform at any point. Should this occur, you might be required to create a new account on the replacement platform to continue accessing the course materials, and you will need to agree to the respective privacy policy and terms of service of the new platform.

- 8) **Fees** – The fees for online courses and any membership programs shall be as set out in the Program website and offers from time to time.
- 9) **Membership Fees and Renewals** – Should the Participant enroll in a membership site or scheme as part of the Program, they consent to adhere to the subsequent membership subscription terms:
 - a. **Automatic Renewal** – If the Participant doesn't cancel in line with the cancellation terms detailed in Clause 9, or seek a refund under the stipulations of the money-back guarantee in Clause 10, any monthly or yearly subscription plans associated with the Program will renew automatically upon concluding each subscription cycle.
 - b. **Subscription Pricing** – The Provider commits to maintaining the subscription fees, whether monthly or annually, unchanged during the initial subscription duration as established on the Effective Date.
 - c. **Annual Subscription** – Once the Participant finishes the initial annual subscription and the annual subscription gets renewed, the Participant can opt to terminate their subscription to the Program. Upon doing so, they'll be eligible for a prorated refund of the annual subscription fees, calculated based on the remaining full months not utilized.
- 10) **Cancellation Policy** – To cancel your membership, send a written notice via email to your@marketingbackbone.com. Your membership will remain active until the conclusion of your current subscription term, whether monthly or yearly. Post this period, the Provider will not levy any membership fees on the Participant. However, if the Participant hasn't opted out of the Program within the stipulated timeframe for the money-back guarantee mentioned in Clause 10, they are still obligated to settle any pending payments associated with the Program's payment plan.
- 11) **Money-Back Guarantee** – The Provider prioritizes your satisfaction with your Program purchase, which is why we offer a money-back guarantee for all our Programs. To avail this guarantee and request a refund, send an email to your@marketingbackbone.com within **60 days** from your Program registration. Your email should include the Product name, purchase date, payment method, and the name and email address of both the Participant and the buyer. Once received, the Provider will process the refund within 30 business days using a bank transfer or a method that is mutually agreed upon.
- 12) **Passwords** – Passwords and user IDs linked to the Program are strictly for the individual use of the Participant. The onus of ensuring the confidentiality of their password and user ID rests with the Participant, and they will be accountable for all activities conducted under these credentials. In case of any unauthorized access or security breach, the Participant is obliged to promptly inform the Provider. The Provider reserves the right to oversee these passwords and user IDs and may, if deemed necessary, ask Participants to modify their passwords. Furthermore, the Participant acknowledges that the Provider isn't accountable for unauthorized access to Participant profiles by third parties and isn't bound to verify the identity of individuals using a password or user ID. The Provider disclaims any responsibility for losses or damages resulting from the Participant's neglect of these obligations.
- 13) **Credit Card Authorization** – When opting for a Program that entails a payment plan or recurring membership charges, the Participant grants the Provider the authority to automatically charge their credit card or other payment methods for any subsequent membership fees or outstanding payments in accordance with the terms set out in this Agreement.
- 14) **Privacy** – The Provider commits to safeguarding all personal data obtained from the Participant in the course of delivering the Program, in alignment with the Czech Republic's relevant privacy laws and, if applicable, the privacy laws of the Participant's jurisdiction. The Participant consents to the gathering and utilization of their personal data in line with the Provider's Privacy Policy to facilitate and manage the Program. The comprehensive privacy policy can be accessed on the marketingbackbone.com website. Besides acquiring necessary Program-related communications through email or other digital means, the Participant explicitly agrees, upon registering for the Program, to obtain promotional messages from the Provider. The Participant has the liberty to opt-out of these promotional communications without it impacting their access to the Program.
- 15) **LEGAL DISCLAIMER: NOT PROFESSIONAL ADVICE** – The content offered in the Program by the Provider is solely for educational and informational objectives. Any information within the Program, interactions with instructors, and engagements in social media discussions or chats should not be perceived as professional guidance. It is the Participant's responsibility to apply the Program's content to their individual situation with discernment and, if deemed necessary, to seek supplementary professional advice.

- 16) **LEGAL DISCLAIMER: TECHNOLOGY** – The Provider won't be held accountable for any damages or losses stemming from the unavailability or malfunction of websites, course platforms, or any technological tools used for the Program's delivery. It is the Participant's responsibility to ensure they possess the required internet connection and technological resources to fully engage in the Program.
- 17) **LIMITATION OF LIABILITY** – Under applicable law, neither the Provider nor its associates, employees, consultants, agents, or licensors will be held liable for any type of damages, whether they be direct, indirect, punitive, incidental, special or consequential, including but not limited to losses or damages related to lost business, savings, data, or profits. This remains true regardless of how the damages occur, be it from using, relying on, or being unable to use the Program, and regardless of whether they arise from contract breaches or negligence. This limitation stands even if the Provider was aware or should have been aware of the potential for such damages.
- 18) **DISCLAIMER OF WARRANTIES.** The Program is provided "as is" and "as available," with no warranty or condition of any kind, be they direct or implied. To the maximum extent permitted by applicable law, the Provider disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a specific purpose, title, uninterrupted enjoyment, and non-infringement regarding the Program. While the Provider aims to deliver accurate, timely, and reliable content, they make no warranties about the Program. Specifically, the Provider provide no representation or warranty that (i) the Program will be reliable, up-to-date, or fit for any specific use, complete, accurate, timely and all the features will be available immediately after the purchase, (ii) the platform hosting the course will run smoothly and without interruption, (iii) any errors or flaws in the Program will be fixed, (iv) the hosting platform will be free from viruses or other harmful elements, and (v) communications to or from the platform will be safe and not intercepted. By using the Program, you acknowledge and agree that you do so at your own risk.
- 19) **RELEASE AND INDEMNITY** – The Participant agrees to absolve the Provider, including their partners, employees, consultants, agents, and licensors, from any and all liabilities and damages (be they direct, indirect, special, exemplary, or consequential, including lost profits) that may arise from their use of the Program or any breach of this Agreement. In no event shall the Provider or its associates be held responsible for any damages or liabilities arising from the Participant's use of the Program or any related matters. Should any issues arise, the Participant's sole recourse is to discontinue using the Program. Moreover, the Participant commits to indemnify and hold harmless the Provider, as well as their partners, employees, consultants, agents, and licensors, from any claims, losses, damages, costs, and expenses (including without limitation, legal fees) that might arise from your use of the Program or any breach of this Agreement. The Participant also agrees to indemnify and hold harmless the Provider and their partners, employees, consultants, agents or licensors against any third-party claims resulting from your use of the Program or its content.
- 20) **Governing Law and Jurisdiction** – The Program is operated by the Provider in the Czech Republic. By engaging with or utilizing the Program, the Participant acknowledges and agrees that all aspects pertaining to their interaction with, or utilization of the Program and its associated content will be regulated by the laws of the Czech Republic, without considering its conflict of laws principles. The Participant concedes and explicitly agrees to the exclusive authority of the Czech Republic's courts regarding any and all matters connected to their engagement with and use of the Program.
- 21) **Customer Service Requests** – Should you have inquiries, feedback, or need to convey any form of notice to the Provider concerning Programs, including requests for cancellations or refunds of your Program fees, kindly reach out to us via email at your@marketingbackbone.com.
- 22) **Entire Agreement** - This is the entire agreement between the Participant and the Provider relating to your access and use of the Program and the content therein.
- 23) **Changes** – We may occasionally update these terms of service by posting a new version on our website. You should check this page from time to time to ensure that you understand all changes to these policies. We may notify you of changes to these policies by email or through private messages on our website.