

Terms & Conditions

This Terms and Conditions Agreement (“Agreement”) is between A Star doing business via the website teachingbusinessinfrance.com (“A Star”) and You (“User” or “you”) regarding a program you wish to purchase through A Star

This Agreement is a binding legal contract; please review it in full. By purchasing a program, product, or course (the “Program”) via the clairepells.com website, you expressly agree to be bound, without modification, to this Agreement. If you do not agree to be bound to this Agreement, you cannot purchase the Program.

If you are purchasing the Program on behalf of an organization, you warrant that you are authorized to bind that organization to legal agreements, and as such, that organization accepts this Agreement, and all the terms of this Agreement apply to that organization.

A Star may amend this Agreement at any time by sending you a revised version at the email address you provide us, and you automatically become bound by the latest version of the Agreement unless you withdraw from the Program. You have an affirmative duty to notify us of any changes to your email address, and to review any changes to the Agreement.

This Agreement was last modified on July 25 2022.

The Program. You will receive the services and/or materials as described on the webpage for the Program that your purchased.

Your Duties. You must be willing to review all Program materials and participate fully in the Program to achieve results. You understand that any abusive, negative, or inappropriate conduct with A Star staff or any of the other Program members is a material breach of this Agreement. If you receive any one-on-one coaching services as part of the Program, you agree to comply with all guidelines regarding scheduling of sessions, and you agree to show up on time and well-prepared for all sessions.

Payments. You agree to pay the fee(s) for the Program as described on the Program webpage. You understand and agree that you are responsible for the payment even if you choose not to utilize the Program.

Refund Policies. Each Program has a refund policy as specified on the sales page for the Program. The details of the refund policy are detailed below.

7-Day Refund Policy. Certain short-term or immediate-delivery Programs have a 7-day refund policy. If you email info@clairepells.com within the first 7-days of your purchase that you wish to receive a refund, for any reason or for no reason, A Star will cancel your purchase and refund your payment. Upon cancellation and refund, you will no longer receive access to the Program. No other refunds will be granted.

Intellectual Property. A Star owns the copyrights and other intellectual property rights over any materials provided in the Program under this Agreement. You have a license to use such materials only for your own individual, private use. You are not allowed to reproduce, share, distribute, or sell these materials, including on the Internet or via social media.

Term. This Agreement begins when you purchase the Program and will continue until the Agreement is terminated under this section. If either party materially breaches this Agreement, the other party may terminate this Agreement upon five (5) days written notice, unless the breach is cured within the notice period.

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No Guarantees or Warranties. The Program is for your education and information. A Star cannot and does not guarantee that any specific results will be obtained from the Program, because your results involve factors beyond the control of A Star, including your experience, current business conditions, and future efforts. A Star is not providing mental health services or therapy through any of the Programs sold via this website. A Star disclaims any warranties as to the availability, completeness, or accuracy of the materials. A Star disclaims any warranties of fitness for a particular purpose, merchantability, or non-infringement.

Your Warranties and Indemnification. You warrant that any materials you upload to the online forum do not infringe upon the copyright, trademark, trade secret, publicity rights, or other intellectual property interests of any other person or property, and are not in violation of any laws or regulations of any applicable jurisdiction. You agree to indemnify A Star against all claims and damages arising out of your breach or alleged breach out of any representations, warranties, or agreements made by you under this Agreement and your participation in the Program.

Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, government regulations or controls, casualty, government authority, strikes, terrorism, hacker attacks, widespread internet outages, or acts of God, in which event the non-performing party will be excused from its obligations for the period of the delay and for a commercially reasonable time thereafter.

Waiver of Consequential Damages. No party will be liable to another party or any person, firm, corporation or other business association claiming by, through or under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, exemplary, punitive, special, incidental, indirect, or consequential damages, whether or not any party or entity has been advised of the possibility of such damages.

No Waiver. None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by all the parties. Failure to enforce any provision of this Agreement or any of the rights herein will in no way be considered a waiver of such provisions or rights.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements between them with respect to the subject matter contained herein.

No Assignment or Transfer. You may not assign, sub-license, or transfer this Agreement (including your login/password information) to any other person or entity. Sharing your login information with any other person is a material breach of this Agreement.

Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of France.

Arbitration. It is expressly agreed by you and A Star that any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration administered by the Tribunal of Grasse, in accordance with its rules.

Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement will not in any way be affected or impaired.

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Reporting Copyright Infringement (DMCA). A Star complies with the terms of the Digital Millennium Copyright Act. To report a claim of copyright infringement, please send a claim to our official agent at info@aygentraining.com, containing the following information:

Your contact information (name, mailing address, phone number).

A description of the copyrighted work that you believe was infringed.

A description of the content on this site that you believe is infringing your copyright. If possible, please include a web address/link.

A declaration that: you have a good faith belief that the use of the copyrighted materials described was not authorized by the copyright owner, agent, or the law; that the information in your notice is accurate, and that you declare, under penalty of perjury, that you are the owner or the allegedly infringed copyright or you are authorized to act on behalf of the copyright owner.

Your digital or physical signature.

Any questions about the Agreement can be directed to: info@aygentraining.com

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