

Terms of Service

Introduction

Welcome to Tertile, LLC website, tertile.one ("Service Provider"), a digital platform offering a range of services. By accessing or using our services, you ("User") agree to be bound by these Terms of Service ("Terms"). Please read these Terms carefully before using our services. These Terms govern your use of our services and form a binding legal agreement between you and the Service Provider.

These Terms are subject to change by the Service Provider at any time, at its sole discretion. If we make changes to these Terms, we will provide notice through our service or by other means to provide you the opportunity to review the changes before they become effective. Your continued use of our services after we publish or send a notice about our changes to these Terms means that you are consenting to the updated Terms.

Acceptance of Terms

By accessing or using the services provided by the Service Provider, you, the User, acknowledge and agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the services. The Service Provider reserves the right to modify or replace these Terms at any time at its sole discretion. Any changes or modifications will be effective immediately upon posting the updated Terms on the Service Provider's website, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of the services after the posting of any changes to the Terms constitutes acceptance of those changes.

Description of Service

The Service Provider offers a range of digital services including, but not limited to, online classes and access to articles. The specific features and functionalities of the services provided will be detailed on the Service Provider's website and may be updated, modified, or discontinued at the sole discretion of the Service Provider without prior notice to the User.

By accessing or using the services provided by the Service Provider, the User agrees to be bound by the Terms. It is the responsibility of the User to review the Terms regularly to stay informed of any changes. The use of the services constitutes acceptance of the Terms, including any updates or modifications thereto.

Payment Terms

This Payment Terms clause governs the financial transactions between the Service Provider, tertile.one, and the User in relation to the Services provided, specifically concerning virtual workshops. By utilizing the Services, the User agrees to adhere to the following terms:

1. **Payment Methods:** The User may pay for the virtual workshops through the following methods: credit card, debit card, or any other payment method accepted by tertile.one. All payments must be made in United States dollars (USD).
2. **Refund Policy:** Users are eligible for a full refund if they cancel their participation in a virtual workshop at least 14 days prior to the scheduled start date. Cancellations made less than 14 days before the start date will not be eligible for a refund. Exceptions to this policy may be made at the discretion of the Service Provider for extenuating circumstances.
3. **Cancellation Fees:** In the event that a User cancels their participation in a virtual workshop less than 14 days before its scheduled start, a cancellation fee equivalent to 50% of the workshop fee may be charged. This fee compensates for the reservation of resources and loss of opportunity to fill the spot.
4. **Changes by Service Provider:** The Service Provider reserves the right to cancel or reschedule any virtual workshop. In such cases, registered Users will be given the option to receive a full refund or transfer their registration to a rescheduled workshop, if available.

These Payment Terms are part of the Terms and by accessing or using the Services, the User acknowledges and agrees to be bound by these terms.

User Account and Security

In order to access certain features of the Services, Users may be required to create an account with the Service Provider. Users agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. The Service Provider reserves the right to suspend or terminate any User account and refuse any and all current or future use of the Services if any information provided by the User is found to be inaccurate, not current, or incomplete.

Users are responsible for maintaining the confidentiality of their account and password and for restricting access to their computer, and they agree to accept responsibility for all activities that occur under their account or password. The Service Provider will not be liable for any loss or damage arising from the User's failure to comply with this security obligation.

Users must notify the Service Provider immediately of any unauthorized use of their account or any other breach of security. The Service Provider will not be liable for any acts or omissions by Users, including any damages of any kind incurred as a result of such acts or omissions.

Intellectual Property Rights

The Service Provider retains all rights, title, and interest in and to the Services, including without limitation all software used to provide the Services and all logos and trademarks reproduced through the Services. This includes any and all intellectual property rights inherent in the Services, whether registered or unregistered, and any applications for such rights which may be filed, or rights which may be granted, anywhere in the world.

Nothing in these Terms grants the User any rights to, or in, the intellectual property rights or any other rights or licenses in respect of the Services, Service Provider's logos, trademarks, or any other property or rights of the Service Provider.

Users may not use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, or otherwise exploit the Services or any portion thereof, except as expressly permitted in these Terms. Any unauthorized use of the Services will result in the immediate revocation of the license granted by this Terms and may subject the User to liability for violations of law.

The Service Provider grants the User a limited, non-exclusive, non-transferable, revocable license to access and use the Services strictly in accordance with these Terms. This license is for the sole purpose of enabling the User to use and enjoy the benefit of the Services as provided by the Service Provider, in the manner permitted by these Terms.

User Conduct

In using the services provided by Service Provider, the User agrees to comply with the following conditions:

1. Not to use the **Services** for any unlawful purposes or in violation of any applicable local, state, national, or international law or regulation.
2. Not to post or transmit any content that is infringing, libelous, defamatory, obscene, pornographic, abusive, offensive, or otherwise violates any law or right of any third party.
3. Not to use the **Services** to send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.
4. Not to transmit any software or other materials that contain any viruses, worms, trojan horses, defects, or other items of a destructive nature.

5. Not to modify, adapt, translate, or reverse engineer any portion of the **Services**, or use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the **Services**.
6. Not to create user accounts by automated means or under false or fraudulent pretenses.
7. Not to attempt to gain unauthorized access to the **Service Provider's** computer network or user accounts.
8. Not to collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the above items.

This list is not exhaustive and may be updated at any time by the Service Provider without notice. Failure to comply with these conditions may result in the termination of the User's account and access to the Services, at the Service Provider's sole discretion.

Termination and Suspension

This Termination and Suspension clause outlines the conditions under which the Service Provider may terminate or suspend a User's access to the Services under the Terms of Service. This clause is governed by the laws of Texas and reflects the agreement between the Service Provider and the User.

- **Termination by Service Provider:** The Service Provider may terminate a User's access to the Services at any time, with or without cause, upon providing written notice to the User. In the event of termination for cause, such as violation of the Terms, illegal or fraudulent use of the Services, or any action that harms the interests of the Service Provider or its users, no refund will be issued.
- **Suspension for Non-Payment:** The Service Provider reserves the right to suspend a User's access to the Services in the event of non-payment of any fees due. Access will be reinstated upon full payment of the outstanding amounts.
- **Right to Cure:** In cases of non-compliance with the Terms that are capable of being cured, the User will be provided a notice period of 14 days to remedy the violation. Failure to remedy the violation within this period may result in termination or suspension of access to the Services.
- **Effect of Termination:** Upon termination, the User must cease all use of the Services and destroy all copies of any Service-related materials in their possession. The Service Provider is not liable for any damages or losses resulting from termination or suspension of access to the Services.

Disclaimers and Limitation of Liability

THE SERVICES PROVIDED BY Service Provider ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS

FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Service Provider DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

Service Provider SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF Service Provider HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to User.

Indemnification

The User agrees to indemnify, defend, and hold harmless the Service Provider, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of the Terms, use of the Services, or any activity related to the User's account (including negligent or wrongful conduct) by the User or any other person accessing the Services using the User's account.

Amendment of Terms

The Service Provider reserves the right to amend, modify, add, or remove portions of these Terms at any time by posting the amended terms on the Service Provider's website. Such amendments will be effective immediately upon posting. It is the User's responsibility to review these Terms periodically for updates / changes. Your continued use of the Services following the posting of changes will mean that you accept and agree to the revisions. As long as you comply with these Terms, the Service Provider grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Services.

Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States

or the courts of the State of Texas in each case located in the city of Austin and County of Travis. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Dispute Resolution

In the event of a dispute arising out of or in connection with the Terms, including any question regarding its existence, validity, or termination, the parties shall first seek to resolve the dispute amicably through good faith negotiations within a period of thirty (30) days commencing on the date that a party first sends to the other party a written notice of the dispute.

If the dispute cannot be resolved amicably within the aforementioned period, the parties agree to submit the dispute to binding arbitration. The arbitration shall be conducted in Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be presided over by a single arbitrator appointed in accordance with said rules. The decision of the arbitrator shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may seek immediate judicial intervention to obtain injunctive relief if such action is necessary to prevent irreparable harm or to preserve the status quo pending arbitration.

Each party shall bear its own costs and expenses and an equal share of the arbitrator's fees and administrative fees of arbitration.