

# TERMS AND CONDITIONS (including PRIVACY POLICY)

Last updated: 31/05/20

## Introduction

1. This document sets out the Terms and Conditions between “you”, the customer, and Jodi Goldman Ltd (“we”, “us”), governing your purchase and use of Confidence To Go (the “digital product”).
2. We are Jodi Goldman Ltd, a company registered in England and Wales under the number 7487946 whose registered office is at Flat 5, Basil House, Wyvil Rd, London, SW8 2SW. The company’s primary email address is [hello@jodigoldman.co.uk](mailto:hello@jodigoldman.co.uk)
3. By purchasing this digital product you agree and consent to these Terms and Conditions that form a legal agreement between you and Jodi Goldman Ltd.
4. If any of these terms or conditions are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term.

## Digital Products

5. Digital products sold by Jodi Goldman Ltd, such as Confidence To Go, may comprise of any or all of the following elements: written and graphical content presented on web pages; video and audio content; downloadable PDFs; downloadable audio content; logos and branding.
6. The specific elements that comprise a discrete digital product will be detailed on the sales page where customers purchase the product.
7. Upon purchase, digital products are made available to customers via our delivery portal at [jodigoldmanltd.members-only.online](http://jodigoldmanltd.members-only.online)

## Licence

8. Your purchase of Confidence To Go constitutes our granting to you of a non-exclusive, non-sublicensable, non-transferable license to access that digital product for the purpose of your own personal use and reference.
9. This license may not be transferred to a third-party. Providing login information to a third-party who has not themselves bought the digital product is unlawful and will result in a) your login credentials being immediately revoked b) you being removed from any Facebook groups whose membership was conditional on purchase of the product c) you waiving any right to a refund (should this take place within the first 14 days after you purchase the product) d) criminal or civil penalties.

## Intellectual Property

10. All intellectual property, trademarks and copyright contained within our digital products is, and shall remain at all times, the sole and exclusive property of Jodi Goldman Ltd.
11. You are not permitted to publish, manipulate, upload, post, transmit, translate, sell, share, distribute or otherwise reproduce in any manner or medium (including by email or other electronic means) any of the content or elements that comprise Confidence To Go. Any unauthorized use of the content or elements within the digital product may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

12. However, you may download (to a local device) elements within the digital product that provide a facility to do so (i.e. via a download button provided), but only for your own personal use and such that your actions do not come into conflict with point 11 above.

### **Price, Payment and Delivery**

13. The price of a digital product is that set out on the web page where the customer purchases the product (by choosing a payment option and clicking the Buy Now button). We reserve the right to alter any of our prices from time to time.

14. Payment takes place when the customer has provided credit card / debit card / PayPal details and clicked the Buy Now button on the web page described in point 13 above. We are not responsible if your card issuer / PayPal decline to authorise payment for any reason.

15. Once we have successfully received payment we will a) take this as your consent to these Terms and Conditions and b) send you access information (via email) for the digital product you have just purchased. Access information will be sent to you no later than 24 hours after we have successfully received payment.

16. In the unlikely event you do not receive your login information, please contact us at [hello@jodigoldman.co.uk](mailto:hello@jodigoldman.co.uk) so we can get your login to you. If you do not receive your login information and are therefore unable to access Confidence To Go, you will be eligible for a full refund.

### **Refund Policy**

17. No refund policy is offered when purchasing Confidence To Go. This is to protect Jodi Goldman Ltd from selling digital material that can be downloaded and kept by a customer who subsequently asks for a refund. Upon purchasing Confidence To Go, the customer waives any right of refund.

### **Disclaimer and Limitation of Liability**

18. None of our digital products guarantee an increase in income or an increase in sales revenue. Each customer's success and results depend on many factors, including dedication, desire and motivation. In using our digital products, you accept the possibility and risk of achieving less than desirable results.

19. No information provided by our digital products is intended to replace any form of competent professional advice. If you are in need of professional advice, including medical, mental health, legal, accounting or tax advice, or any other form of professional advice, then you should seek out a competent professional in that area who can ensure you are provided help that is specific to your particular situation and circumstances. To the extent our offerings are provided to support health, you agree and pledge to maintain full and sole responsibility for your own health and that of your dependents.

20. We make every effort to ensure that our digital products are accurate, authoritative and fit for the use of our customers. However, we take no responsibility whatsoever for the suitability of the digital product, and we provide no warranties as to the function or use of the product, whether express, implied or statutory, including without limitation any warranties of merchantability or fitness for particular purpose.

21. You agree to indemnify Jodi Goldman Ltd, our directors and employees, against all liabilities, claims, demands, actions, causes of action, costs and expenses (including legal fees and expenses), damages or loss arising out of or related to our digital products or your breach of any obligation, warranty, representation or covenant set forth in these Terms and Conditions.

22. In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our digital products, and you hereby release us from any and all claims; including, but not limited to, damages for loss of profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, whether or not foreseen, reasonably foreseeable or advised of the possibility of such damages.

### **Links to Other Web Sites**

23. If one of our digital products references, or links to, a third-party website or service that is not owned or controlled by Jodi Goldman Ltd, we assume no responsibility for the content, privacy policies or practices of that third-party website or service. Customers are responsible for reading and agreeing (or disagreeing) with the Terms and Conditions or Privacy Policies of these third parties.

### **Delivery Disclaimer**

24. We try to ensure that the availability and delivery of our digital products is uninterrupted and error-free. However, we cannot guarantee that the third-party systems we use to deliver your digital products (such as Vimeo and Ontraport) will not occasionally be down due to maintenance, updates, repairs or unforeseen circumstances.

25. To the fullest extent permitted by law, we will be not be liable to you for damages or refunds, or for any other recourse, should our digital products become temporarily unavailable in such circumstances, or access to them becomes slow or incomplete due to any reason, such as internet traffic volume, general network failures or any other cause.

26. In the event of a permanent interruption to the delivery of your digital product due to the failure of a third-party system we use (i.e. the third party goes out of business) we will move over to the use of an alternative third party in as timely a fashion as possible.

### **Privacy Policy**

27. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation (GDPR, EU 2016/679) in regard to your personal information. When used below, the terms 'data subject', 'personal data', 'processing' and 'data controller' shall have the same meaning as in the GDPR.

#### **a) Legal basis for the processing of personal data**

Art. 6(1) lit. a of the GDPR serves as the legal basis for processing operations for which we obtain consent for a specific processing purpose. If the processing of personal data is necessary for the performance of a contract to which the data subject (you, the customer) is party, as is the case, when processing operations are necessary for the purchase and supply of our digital products, the processing is based on Article 6(1) lit. b GDPR.

#### **b) What personal data is collected, why it is collected, and our use of cookies**

##### *During purchase*

When you purchase Confidence To Go, we use an SSL secure payment page. You (the customer and data subject) will provide your name, email address and credit or debit card information (billing address, card number, expiry date, cvc number). If paying via PayPal, you will provide your name, email address and billing address. Payment is processed either by Stripe or PayPal and follows their security protocols.

Card information is held in our delivery system (Ontraport) and follows standard security procedures: only the last 4 digits of the card number are stored and the cvc number is not stored. Furthermore, our delivery system is PCI DSS Level 1 Certified: this is a set of requirements to ensure that companies that store, transmit or process credit card data do so to the highest standards. PCI DSS Level 1 is the highest level of compliance and applies to merchants who process over 6 million Visa transactions per year.

On the payment page, you can opt in or out of our newsletter and future promotional emails. If you opt out, you will not be sent the newsletter or promotional emails. If you opt-in but wish to opt-out at a later date, use the unsubscribe link at the bottom of any email communication we send, or contact Alex McDonald, [alex@jodigoldman.co.uk](mailto:alex@jodigoldman.co.uk), directly.

Our newsletter and marketing emails contain so-called tracking pixels. A tracking pixel is a miniature graphic embedded in e-mails which are sent in HTML format to enable log file recording and analysis. This allows a statistical analysis of the success or failure of online marketing campaigns. Based on the embedded tracking pixel, we can see if and when an e-mail was opened by a data subject and which links in the e-mail were called up by data subjects. The purpose of this is to optimise marketing material and adapt the content of future material even better to the interests of the data subject.

#### *During use of Confidence To Go*

When using Confidence To Go, accessed via our delivery portal at [jodigoldmanltd.members-only.online](http://jodigoldmanltd.members-only.online), we process the following personal information: your username (typically the email address you have provided us with) and your password (this is defined by you when you first login and is hashed within our delivery system so nobody but you is able to see it). This information is solely used to give you access to your digital product. For security reasons, we also record the date and time of access to the delivery portal and the Internet protocol (IP) address used to access the portal.

Our delivery portal also uses cookies, small text files that are created and stored on a data subject's web browsing device. These cookies are only used to help with authentication (i.e. remembering login information to the delivery portal) and to ensure you stay logged in during use of the digital product. Should a data subject choose to, they can change their cookie settings at any time by configuring the cookies setting in their browser. But if they choose to block the cookies the digital product uses, it may not work correctly.

#### c) Security

Your personal data will NEVER be transferred to third parties unless our failure to do so will cause us to behave unlawfully.

Furthermore, we are committed to ensuring that your personal data is secure. Jodi Goldman Ltd has implemented suitable physical, electronic and managerial procedures in order to protect personally identifiable information from loss, misuse, alteration or destruction. Only authorised Jodi Goldman Ltd employees are provided access to personally identifiable information and these employees have agreed to maintain the confidentiality of this information.

#### d) Routine erasure and blocking of personal data

The data controller (Alex McDonald, [alex@jodigoldman.co.uk](mailto:alex@jodigoldman.co.uk)) shall process and store the personal data of the data subject only for the period necessary to achieve the purpose of storage. If the storage purpose is not applicable, or if a storage period prescribed by the European legislator or another competent legislator expires, the personal data is erased in accordance with legal requirements.

#### e) Links to other websites

Our digital products might contain links or references to third-party websites or services not owned or controlled by Jodi Goldman Ltd. We are not responsible for the protection and privacy of for any personal data the data subject provides to these third parties while visiting their sites.

f) Rights of the data subject

A data subject (you, the customer) is entitled to: get confirmation as to whether or not personal data concerning them is being processed; get information about their personal data stored at any time; revoke consent to the processing and storage of their personal data; have their personal data erased; receive their personal data in a structured, commonly used and machine-readable format. Email any such requests to the data controller, Alex McDonald, [alex@jodigoldman.co.uk](mailto:alex@jodigoldman.co.uk), Flat 5, Basil House, Wyvil Road, London, SW8 2SW.

### **Governing Law, Jurisdiction and Dispute Resolution**

28. This contract (including any non-contractual matters) is governed by the law of England and Wales.

29. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

30. We try to avoid any dispute and it is hoped that should we ever have any differences, we will be able to work them out through amiable e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the London Court of International Arbitration (LCIA) Rules (2014). Prior to seeking arbitration, you must send an e-mail to us at [hello@jodigoldman.co.uk](mailto:hello@jodigoldman.co.uk) and include all of your reasons for dissatisfaction with your digital product.

31. You understand and agree now that the only remedy that can be awarded to you through arbitration is the full refund of the digital product you purchased. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

32. In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage Confidence To Go. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

### **Changes to These Terms and Conditions**

33. We reserve the right to change these Terms and Conditions or to impose new conditions on use of our digital products, from time to time, in which case this document will be updated. By continuing to use Confidence To Go after we post any such changes, you consent to the Terms and Conditions, as modified.

### **Contact**

34. If you have any questions about Confidence To Go or these Terms and Conditions, send an e-mail to [hello@jodigoldman.co.uk](mailto:hello@jodigoldman.co.uk) and we will do our best to reply to your question promptly.