

## Purchase Agreement

### Notice -- Read This

WHEN YOU CLICK THE "I ACCEPT" BUTTON AT THE BOTTOM OF THIS DOCUMENT, YOU, THE BUYER, ARE CLAIMING THAT YOU HAVE READ, ACCEPTED, AND FULLY UNDERSTAND THE TERMS OF THIS AGREEMENT.

*Dear Valued Customer--*

*In addition to offering you educational services we extend great products and we're sure you'll be happy that you got it. In fact, we guarantee your satisfaction with our 90 day no-hassle, no-questions-asked, 100% refund policy as described on our website.*

*Please read enrollment application for educational purchase refund policies. This agreement upon 90 day no-hassle refund does not pertain in any such way to educational tuition expenses refund but to products solely offered from us located on, through our website. Here is your guarantee when purchasing product items and doing business with us.*

*No matter what happens after you purchase our products, (other than education tuition) with us, you've got 90 days to examine it, use it, and try it. If you're not delighted, just ask for a refund.*

*The complete agreement that follows is – well – designed by lawyers. It lays out our rights and duties and your rights and duties as well as various disclaimers and limitations of liability. You are encouraged to read the following Purchase Agreement because its provisions may impact on you but you can be assured that whatever claims and promises are made in plain English in the promotional materials or on our website – we honor them and we guarantee them*

*The legalese of this agreement is presented below. Enjoy the read and –*

*Congratulations on your choice. We wish you every success!*

*Sincerely,*

*International Hypnotherapy Training Institute*

THIS AGREEMENT IS A CONTRACT. UNDER THE TERMS OF THE CONTRACT YOU RECEIVE CERTAIN RIGHTS DUE YOU FROM THE SELLER AND YOU, IN TURN, GIVE THE SELLER CERTAIN RIGHTS THAT AFFECT YOU. THIS CONTRACT ALSO CONTAINS PROVISIONS THAT DELINEATE AND RESTRICT YOUR RIGHTS ABOUT REFUND AND WARRANTY AND THAT LIMIT THE LIABILITY OF THE SELLER.

YOU MUST ACCEPT THESE TERMS OR THE SELLER WILL NOT TRANSACT BUSINESS WITH YOU OR

SELL A PRODUCT, SERVICE OR MEMBERSHIP TO YOU, AND YOUR ORDER WILL NOT BE PROCESSED IF YOU DO NOT ACCEPT THESE TERMS.

YOUR PLEDGE OF AN UNDERSTANDING OF THIS CONTRACT AND ACCEPTANCE OF THE RIGHTS, DUTIES, AND LIMITATIONS EMBODIED IN IT, IS A MATERIAL PART OF THE LEGAL CONSIDERATION THAT THE SELLER REQUIRES FROM YOU AS A CONDITION OF SALE.

## **PARTIES TO THIS AGREEMENT AND DISCLAIMER**

The parties to this agreement are the website or its owners, hereafter "SELLER," and you, the prospective purchaser, hereafter "BUYER". Persons or entities who are not participants in this contract but who have an indirect relationship, such as a supplier, joint venture partner, membership organization, or sales affiliate, are herein described as "THIRD PARTY OR THIRD PARTIES." The recipient of the product herein sold, where said product is ordered by and paid for by someone other than the recipient, is classified herein as if that recipient were the ordering BUYER with the same rights, duties, and obligations as the BUYER, but may also be referred to herein as 'RECIPIENT'.

## **SUBJECT MATTER OF THIS PURCHASE AGREEMENT**

The subject matter of this agreement is a product, service, or membership described in promotional or sales materials on this website and/or in an email referencing this website, and said website and/or email and its contents are incorporated herein by reference and made a part hereof and constitute a complete description of the product, service or membership that is the subject matter of this Purchase Agreement. This bundle of offerings, including additional items promoted on the order page, shall, together, be termed 'product' throughout this agreement but the word 'product' shall mean all elements offered in the sale, whether digital, dimensional, or other license or right, and include all sales or promotional materials.

## **REFUND POLICY, Products only, excluding educational tuition, and costs**

The product, service or membership referenced herein is sold with a **90 day** 'no questions asked' 100% money back guarantee. If the product is other than an e-product or digital product, the product must be returned during the refund period to the shipping address provided with the product. The burden is on the Buyer to prove that the product was in fact returned to that address. Cancellation of a membership or request for refund of a digital product delivered over the internet must be noticed to the contact address in this Purchase Agreement. The Buyer understands that all rights to view the product and all license or resale rights terminate when the product is returned for a refund. (Selling of a product in which you have no ownership interest or resale license rights is a crime as well as breach of this agreement.) Giving the Buyer a refund during the refund period is the full and complete liability that the Seller of this product, service or membership has to the Buyer. Buyer agrees that the length of the refund period is reasonable and further agrees to examine, read, and try the product, service or membership during the **90 day** refund period as a material consideration required by the Seller as part of the purchase price. Buyer further warrants that he or she will make a determination during the **90 day** refund period if the product is as described and to decide whether the Buyer wishes to keep the product. If the Buyer does not contact the Seller during the refund period, Buyer agrees that the Seller may construe silence as a full, complete and final acceptance of the product, service or membership with no further right of redress or refund for any reason due the Buyer.

## **FURTHER DESCRIPTION OF THE PRODUCT, SERVICE OR MEMBERSHIP**

Buyer warrants an understanding that the product, service or membership may actually be comprised of different elements. For example, a digital or so-called e-book may also come in CD or printed format, and that the digital product may also be part of a service or a membership. Additionally, the product, service or membership may come with the right to sub-license or re-sell the product. However, unless specified in the sales and promotional materials and unless all conditions are met, the Buyer has no license, permission or right to duplicated or sell this product in any form or to sell it or distribute it whether for profit or not to any person for any reason.

## **RIGHTS AND OBLIGATIONS OF THE BUYER**

The Buyer must pay the full consideration for this product that the Seller requires as the total price of the product. This consideration includes not only the purchase price, but other obligations that the Buyer accepts as well as potential rights the Buyer agrees to forego. By accepting this Purchase Agreement, the Buyer agrees to receive continuing follow-up contact from the Seller including email, mail, newsletters, product updates, product recall notices, product improvements, telephone calls from the Seller and/or telemarketing organizations and/or pollsters for the purpose of solicitation related to the instant product or any other product or service. Buyer agrees to post-sale contact from joint venture partners of the Seller or from others who have a commercial relationship with the Seller. Buyer agrees that all personal information about the buyer or his or her buying habits and preferences, including address and phone number, may be placed in a general database and agrees that this information may be shared, rented or sold to third parties. However, Buyer shall at all times be fully empowered to sever contact with the Seller by notification using the 'unsubscribe' link in solicitations. Moreover, the Buyer retains the right to refuse specific contact with some third party solicitors and maintain it with others. The Buyer retains the right to have his or her name removed from a general solicitation database. The Buyer's agreement to accept solicitation and contact may be reduced, enhanced, limited or terminated by notification to anyone contacting the Buyer. The burden is on the Buyer to prove that such communication was made to and received by the person making contact. Buyer agrees that Seller is not liable for communications made to the Buyer by parties unrelated to this purchase even though referred by the Seller. Buyer accepts full responsibility for limiting unsolicited contact and Buyer understands that he retains all rights to directly restrict communication or solicitation from any party including the Seller.

The Buyer agrees to allow the Seller to collect, store, and use for marketing purposes all information collected from, provided by or otherwise ascertained by electronic means from the Buyer. The Buyer, specifically, and as part of the consideration paid for this product, waives all right to access, retrieve, or control such information except that the Buyer retains the right to restrict contact as described previously.

The Buyer understands that cookies will be placed on his or her hard drive that will provide information to the Seller and which are necessary for delivering an e-product and which will be able to determine if you retain the right to access the product. Buyer understands that these cookies or other computer codes will reside on the hard drive and will communicate at times with the Seller's computer and thereby transmit and receive information.

Buyers living in locations that require custom duties and/or VAT taxes to be collected understand that, unless custom duties are collected at the point of sale by the Seller, the Buyer remains responsible for payment of custom duties and taxes at the time the product is received. If it should happen that the Seller's courier or freight account is charged for custom duties and tax, instead of the Buyer paying referenced charges, then the Buyer hereby authorizes the Seller to bill the Buyer's credit card for said charges or for the return of goods if they are refused at the point of destination.

## **CREDIT CARD CHARGES AND CREDIT CARD FRAUD PENALTIES**

Buyer warrants that he or she is over 18 years of age, not subject to the Child Online Privacy Act, of legal age to enter into contractual agreements in the state in which he is present when he makes this purchase, and is the true and authorized owner of the credit card used to make this purchase. Any Buyer who violates any of these requirements may be liable for civil or criminal prosecution and agrees to pay liquidated damages of an amount the equivalent of US\$10,000 per fraudulent transaction, plus actual damages, and agrees that all information collected by this website may be used for prosecution and may be turned over to law enforcement agencies or to credit card companies and merchant service providers.

If the true and/or authorized owner of the credit card attempts to commit fraud upon the Seller, he authorizes each and every credit card company or merchant service provider to disclose to the Seller all information that could be construed as proof of credit card fraud.

Any Buyer who attempts to perpetrate a fraud upon Seller involving the use of a credit card herewith gives authorization for the Seller to access all credit information about the Buyer from credit reporting agencies and also authorizes the Seller to discover all relevant information from any source about the fraudulent practices of the Buyer and to reveal such information to credit reporting agencies, credit card companies, merchant service providers, and law enforcement agencies.

Buyer agrees that if he uses trickery to receive more than one refund, or if he causes a fraudulent dispute claim that results in a chargeback against the Seller's account, that the Seller is authorized to re-charge the Buyer's credit card that was used for the original purchase to the extent that will make the Seller whole. Buyer agrees to, in addition to actual damages, pay to the Seller liquidated damages of an amount equivalent to US\$10,000 for every separate fraudulent action Buyer commits.

## **GUARANTEE AND WARRANTY, Product purchase only**

This product is sold 'as is' without warranty or guarantee of any kind, either express or implied, including no warranty as to merchantability or fitness for a particular purpose. The Seller warrants and guarantees absolutely nothing. There is no 'warranty period.' There is a **90 day** refund period. Period.

However, in the event that the Buyer claims that the product is defective, the sole remedy to the Buyer is to accept a replacement product or a refund. The period for the Buyer to determine if the product is defective and request a replacement or refund is **90 days** from the date of the order. During this **90 day** period, the Buyer may request and will receive a refund for any reason. During this **90 day** period, Buyer may request a replacement product in lieu of a refund but Seller is under no obligation, for any reason, to do anything more than refund the purchase price.

If the sales or promotional material conflict with this "as is" warranty, then the sales and promotional material are herewith incorporated and shall be controlling. However, in no case, shall the warranty period be construed to be longer than the refund period.

If the Buyer is purchasing a membership in this site, the terms of membership as specified in the solicitation materials are controlling.

If the Buyer is purchasing, through this site, a product, including membership, that is to be provided by a third party, the Buyer must look to the third party for additional warranties or guarantees, and understands that the warranties available through this site, if any are offered or construed, are extremely limited, restrictive, and short.

## **ASSUMPTION OF RISK**

**Buyer agrees to accept all risk associated with the use of this product**, including but not limited to, ingestion of or application to Buyer's person, the use of the product personally or in business, all taxes and regulations applicable to this product, all legal compliance issues related to this product. Buyer warrants an understanding that the Seller is disclaiming all liability from harm of any kind or nature caused directly or indirect from this product. Buyer agrees, as part of the consideration required to purchase this product, to carefully review and test this product during the refund period and to immediately request a refund if the product is not satisfactory.

## **LIMITATION OF LIABILITY AND DISCLAIMER**

Buyer warrants an understanding, as required consideration, that the Seller of this product disclaims all liability for the product or damages resulting from use or installation or reliance upon this product for any reason. Buyer alone accepts full responsibility for allowing others to use this product. Buyer understands that Seller disclaims liability for any information contained in sales or promotional materials or the product itself that is unintentionally misleading or incorrect that might cause damage to Buyer.

Buyer expressly waives any and all claims for consequential, speculative, and unforeseeable damages resulting from the purchase or use of this product or from subsequent contact with Seller or Third Parties.

Buyer expressly agrees that no matter what may happen because of his or her purchase of this product, or no matter what damage may be allegedly or actually caused by the use of this product, or no matter the harm or damage that may result directly or indirectly from the purchase of this product, for any reason whatsoever, that the absolute maximum extent of Seller's liability shall be an amount no greater than the purchase price of the product.

**Education & Product purchase.** Buyer agrees and understands that, Seller, specifically but not exclusively, disclaims liability for all damage to Buyer's person or business by using this product, including harm to buyer's computer hardware or software from worms, viruses, or other defects in the product or computer codes that cause harm. Seller disclaims liability for Buyer's interaction with Third Party soliciting agents who were provided 'leads' by the Seller. Seller disclaims liability for Buyer's interactions with advertisers on the site. Seller disclaims liability for Buyer's interaction with other visitors or members of the website.

## **LIMITATION OF LIABILITY FROM ERRONEOUS PRODUCT CONTENT**

Buyer agrees that the Seller's total liability, even for erroneous product content that causes damage to the Buyer, shall be limited to the purchase price paid for the product.

## **LIMITATION OF LIABILITY FROM HARM CAUSED BY THE PRODUCT**

Buyer agrees that the Seller's total liability, even from harm caused to the Buyer or to others from use of the product, shall be limited to the purchase price paid for the product.

## **LIMITATION OF LIABILITY FROM ALL OTHER INJURIES OF ANY KIND**

Buyer agrees that the Seller's total liability, for any other injury, harm, or tort of any kind, whether foreseeable or unforeseeable, shall be limited to the purchase price paid for the product.

## **LIMITATION ON THE LIABILITY LIMITATION**

Buyer understands that some states do not allow limitation of liability.

## **SPECIFIC DISCLAIMERS AS TO 'RESULTS CLAIMS', 'INCOME CLAIMS', OR 'EARNINGS CLAIMS' IN SALES AND PROMOTIONAL MATERIALS OR PRODUCT**

If claims about results from using this product or if claims about income or earnings resulting from the use of this product are made, such claims are true for the persons who made the claims, including claims made by the Seller about its own experience with the product.

However, Buyer cannot simply rely on these statements as being duplicable by Buyer because many factors affect results, including just dumb luck. Some people buy this product to make money and, in fact, make no money. Some people buy this product and never read it or attempt to implement any of the moneymaking ideas. Some folks seemingly take to it like a duck to water and can't stop making money. Nothing promoted on this website should be construed as a 'Get rich quick' scheme. The products Buyer is buying to learn how to make money or products that Buyer is buying to re-sell have all been proven money-makers. The income and earnings statements, if any, tend to reflect the more successful cases and Buyer should not construe this as being the 'average' or usual success story. As is true in much of life, real success usually requires real work. Learning about the internet is not terrible work and it can produce very livable income if Buyer is willing to learn his or her craft and work at it steadily. Even part-time efforts may bring in some extra money each month. But it requires learning skills that Buyer may not have a background to easily learn and will certainly require constant education and, perhaps, even psychological motivation to keep Buyer directed toward his or her goals.

If the product Buyer is purchasing is a physical product promoted for a particular purpose and if the promotional materials make claims about the results from the use of this product, Buyer hereby warrants his understanding that there exists some probability that the product will not deliver those same results to any particular Buyer and that the refund of the purchase price (subject to the return of the product to the Seller) is the full remedy for any Buyer who feels the product did not deliver the results claimed.

If the product Buyer is purchasing is a membership or a product 'plan' that claims to produce specific benefits or results or that otherwise involves a recurring fee, the Buyer has a right to terminate the membership or 'plan' upon notice to the Seller. In this case, the promotional materials describing the membership and the 'plan' and the remedy for dissatisfaction shall be controlling. If the promotional materials say that part of a fee is not refundable, then it is not.

Where this disclaimer and claims made in sales and promotional materials or the product are in conflict, this Purchase Agreement shall be controlling except, and unless, the Seller deliberately misled the Buyer or if such construction would cause material inequity. The sole burden is on the Buyer to substantiate any deliberate deception. Buyer accepts the obligation to reimburse the Seller for all court costs, investigation costs, attorney fees, and all litigation-related costs in the event Buyer brings suit against the Seller and does not prevail in court or at arbitration.

No warranties are made whatsoever about the amount of money, if any, that Buyer will earn from this material or product or service and Buyer warrants an understanding that Buyer's only course of action is to test this product and material for the extent of the refund period and request a refund if Buyer is not satisfied prior to its expiration.

Buyer, again, warrants an understanding that in any event, for any reason, no matter the amount of damages claimed, as a material part of the consideration for purchase of this product, the maximum amount of liability shall be the purchase price of the product.

#### **PRIVACY POLICY ACCEPTED**

Buyer expressly accepts the terms of the **Privacy Policy** of Seller's website.

#### **TERMS OF USE ACCEPTED**

Buyer expressly accepts the **Terms of Use** of the Seller's website.

#### **RIGHT TO PUBLISH SUBMISSIONS**

Buyer agrees that Seller may publish for commercial purposes the full or partial content of any and all communication with Buyer at the Seller's sole discretion.

#### **INDEMNIFICATION**

Buyer agrees to indemnify Seller for any and all damage that Buyer causes by using the product or information contained on this website that results in a damage award against the Seller.

#### **RIGHT TO STOP SELLING OR SERVICING PRODUCT OR MEMBERSHIP**

Buyer agrees that Seller has the right to discontinue the product, the service, the membership at any time, subject only to the 90 day return policy, without notice.

Buyer understands that the Seller may discontinue affiliate programs under the terms of the affiliate program.

Buyer understands that the Seller may discontinue customer service on a product or service at any time without notice.

## **ARBITRATION**

As part of the consideration that the Sellers requires, Buyer agrees to use binding arbitration for any claim, dispute, or controversy ("CLAIM") of any kind (whether in contract, tort or otherwise) arising out of or relating to this purchase, this product, including solicitation issues, privacy issues, and terms of use issues.

Arbitration shall be conducted pursuant to the rules of the American Arbitration Association which are in effect on the date a dispute is submitted to the American Arbitration Association. Information about the American Arbitration Association, its rules, and its forms are available from the American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York, 10017-4605. Hearing will take place in the city or county of the Seller.

In no case shall the Buyer have the right to go to court or have a jury trial. Buyer will not have the right to engage in pre-trial discovery except as provided in the rules; you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration; the arbitrator's decision will be final and binding with limited rights of appeal.

The prevailing party shall be reimbursed by the other party for any and all costs associated with the dispute arbitration, including attorney fees, collection fees, investigation fees, travel expenses.

## **JURISDICTION AND VENUE**

If any matter concerning this purchase shall be brought before a court of law, pre- or post-arbitration, Buyer agrees to that the sole and proper jurisdiction to be the state and city declared in the contact information of the web owner unless otherwise here specified. 1358 W 30<sup>th</sup> Street Erie, PA 16508. In the event that litigation is in a federal court, the proper court shall be the closest federal court to the Seller's address.

## **APPLICABLE LAW**

Buyer agrees that the applicable law to be applied shall, in all cases, be that of the state of the Seller.

## **NOTICE**

Buyer herewith agrees to receive Notice of Changes, Litigation, Service of Process, Cancellation, Termination, and Modification of service or product at the email address provided to Seller on the ordering page. Further, Buyer agrees that the right to contact Buyer concerning legal notice shall not be terminated by previously submitted 'unsubscribed' notices and specifically agrees that any notification to cease contact shall not be binding upon the Seller in regards to Notice of Change, Litigation, Service of Process, Cancellation of Product or Service or Membership or Subscription, Termination of a program, product or website, or Modification of the terms of service or product. Additionally, the Buyer grants Seller irrevocable right to contact him or her via mail or telephone concerning any of these issues irrespective of other rights the Buyer has to sever contact with Seller.

## **COSTS**

The prevailing party to any arbitration or litigation will be entitled to collect attorney fees and all other costs of the arbitration or litigation, including filing fees, investigation fees, collection fees, and travel expenses from the other party.

## **MODIFICATION**

This Purchase Agreement cannot be modified in any manner between the Seller and this Buyer unless modifications are made in writing signed by both parties. However, the Seller may modify this Purchase Agreement at any time for other Buyers without notice to the instant Buyer.

## **ENFORCEABILITY OF PROVISIONS**

In the event that some provisions, terms, conditions of the Purchase Agreement are held to be invalid or unenforceable, the remainder of the provisions that are enforceable shall control. Additionally, Buyer and Seller agree that, if any provision is found to be invalid or unenforceable, the arbitrating panel will construe such provision to the maximum extent that it might be found to be valid or enforceable.

## **WAIVER OF BREACH**

The Seller's waiver (failure to enforce) any term of this agreement shall not be construed as a modification or an amendment to this agreement or constitute a waiver of other breaches.

## **SELLER CONTACT INFORMATION**

The Seller of this product is:

Martha Watson

doing business as International Hypnotherapy Trainer

1358 W 30<sup>th</sup> Street

Erie, PA 16508

[marthaamandawatson@yahoo.com](mailto:marthaamandawatson@yahoo.com)

or

## **FINAL ACCEPTANCE**

By taking the affirmative step of clicking the "I Accept" button, or checking an Acceptance box, and the purchasing of a product, service, or membership, you, the Buyer, attest that you have fully read, understand, and accept the terms of this Purchase Agreement contract, and warrant to the Seller that said affirmative digital acceptance shall be deemed to be the same as if you had affixed your signature to this Purchase Agreement contract.

These forms are copyrighted. <http://www.internet-law-compliance.com>, Internet Law Compliance © 2003 - 2004 Mining Gold Corporation and IP Management, LLC and are licensed for use by a single domain. Contact [support@internetlawcompliance.com](mailto:support@internetlawcompliance.com) for licenses for multiple domains, which are available at a very reasonable price.