

## **Terms of Service**

### **In General**

J Hoppmann Training, LLC (operating under or visiting the domain "www.jhoppmanntraining.com") owns and operates this Website ("www.jhoppmanntraining.com"). This document governs you the User's relationship with J Hoppmann Training, LLC (and/or "www.jhoppmanntraining.com"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you the User are agreeing to all of the Terms of Service, as may be updated by J Hoppmann Training, LLC at any time. Throughout this document "you" or "your" refers to "you the User", "this Website" refers to "www.jhoppmanntraining.com", and "we" or "our" or "us" refers to the company J Hoppmann Training, LLC.

Please read these Terms of Service carefully before using this Website "www.jhoppmanntraining.com" . By accessing or using the services of this Website, you the User agree to be bound by these Terms of Service. If you the User disagree with any part of these Terms of Service, you may not use or access the services of this Website "www.jhoppmanntraining.com".

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.jhoppmanntraining.com. www.jhoppmanntraining.com has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

### **Privacy Policy**

Our privacy policy, which sets out how we will use your information, can be found on the Online Trainer page of www.jhoppmanntraining.com. By using this Website, you consent to abiding by all policies outlined in the Privacy Policy and agree that all data provided by you is accurate.

### **Prohibitions**

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Website; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and J Hoppmann Training, LLC will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs,

data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

### **Intellectual Property, Software and Content**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of J Hoppmann Training, LLC and are protected by copyright laws and treaties around the world. You may view, store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

### **Terms of Sale**

By placing an order you are offering to purchase a product or service and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

In order to contract with J Hoppmann Training, LLC, you the User must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us and to the payment processing service Square, Inc. J Hoppmann Training, LLC retains the right to refuse any request made by you. If your order is accepted we will inform you by email, and we will confirm the identity of the party which you have contracted with. This will be J Hoppmann Training, LLC. When placing an order you affirm that all details you the User provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place the order and that there are sufficient funds to cover the cost of the products or services. All prices advertised are subject to change at any time.

#### **(a) Our Contract**

When you the User place an order, you will receive an acknowledgement e-mail confirming receipt of your order. A contract between you the User and J Hoppmann Training, LLC will not be formed until we send you confirmation by e-mail that the products or services which you ordered have been made available to you. Only those products or services listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

#### **(b) Pricing and Availability**

While we do our best to ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any products or services which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel your order within the allowed time period (refer to Refunds below), and you have already paid for the goods, you will receive the refund amount detailed in the Refunds section.

#### **(c) Payment**

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the services you wish to purchase. Once the Website registration is confirmed and you have been sent a confirmation email, the monies paid as a deposit shall be used as consideration for the value of products or services you have purchased as listed in the confirmation email.

#### d) Refunds

To cancel any subscription service or product offered for purchase on this Website ("www.jhoppmanntaining.com") and receive a 100% refund of the original purchase price, you the User must cancel your order by contacting J Hoppmann Training within 24 hours of submitting your order to the Website. No refund will be offered you the User who purchases the Beginner Package Service or Monthly Subscription Service if you the User contacts J Hoppmann Training after 24 hours from submitting your order to the Website. Users who purchase the Yearly Subscription Service who contact J Hoppmann Training to cancel the Yearly Subscription Service within the first 6 months of first receiving Yearly Subscription Services will receive a 50% refund of the original purchase price. No refund will be offered to you the User who purchases the Yearly Subscription Service if you the User contact J Hoppmann Training to cancel the Yearly Subscription Service after the first 6 months of first receiving subscription services. No prorated offers for subscription services will be honored. Subscription Membership of a service begins from the day of administrative approval by J Hoppmann Training, LLC, as communicated to the User via a confirmation email. Please contact J Hoppmann Training, LLC to inquire or arrange any refunds.

#### **Disclaimer of Liability**

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law J Hoppmann Training, LLC and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.jhoppmanntaining.com's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

#### **Linking to this Website**

You the User may link to this Website's home page, provided you do so in a way that is fair and legal and does not damage the reputation of J Hoppmann Training, LLC or take advantage of it, but you the User must not establish a link in such a way as to suggest any form of association, approval or endorsement on the part of J Hoppmann Training, LLC where none exists. We reserve the right to withdraw linking permission from you the User without notice.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.jhoppmanntaining.com or J Hoppmann Training, LLC, and you should not rely on the existence of such a connection or affiliation. Any trade marks or brand names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.jhoppmanntaining.com or J Hoppmann Training, LLC.

**Indemnity**

You agree to indemnify, defend and hold harmless J Hoppmann Training, LLC and its affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

**Variation**

J Hoppmann Training, LLC shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services or products offered for purchase and/or any page of this Website.

**Invalidity**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you the User) the enforceability of any other part of the Terms of Service will not be affected, with all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you the User agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.

**Complaints**

J Hoppmann Training, LLC will respond to complaints lodged against the Website or the services or products offered; please let us know if you the User have any complaints or comments by contacting us via the Website's Contact Form.

**Choice of Law**

If there is any dispute over these Terms of Service or other matters involving you the User and J Hoppmann Training, LLC, you the User of this Website, agree and consent to jurisdiction and venue in Page County, Iowa.

**Waiver**

If you the User breach these conditions and we, J Hoppmann Training, LLC, take no action, we will still be entitled to use our rights and remedies in any other situation where you the User breach these conditions.

**Entire Agreement**

The above Terms of Service constitute the entire agreement of the parties you the User and J Hoppmann Training, LLC, and supersede any and all preceding and contemporaneous agreements between you the User and J Hoppmann Training, LLC. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by J Hoppmann Training, LLC.

If you the User has questions or concerns regarding this privacy policy, you the User should contact J Hoppmann Training, LLC immediately using the Contact Form located on the website.