

# **Terms of Use for Digital Products/Online Course**

By using this website, you agree to the following program-specific Terms of Use AND the full Terms and Conditions and Privacy Policy of Ash Chow ("Company", "we", "us", or "our"). Please read our full Privacy Policy and Website Terms and Conditions carefully before using this website or purchasing a product. Our Privacy Policy and Website Terms and Conditions are hereby incorporated by reference into this Agreement.

By purchasing this product, the following program-specific Terms of Use are entered into by Ash Chow and You ("Purchaser" or "You").

## **PROGRAM**

Ash Chow agrees to provide the program, "The Airtable Advantage Workshop" ("Program") as identified in the online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, Company shall provide the following to Purchaser:

## **PASSWORD-PROTECTED ACCESS**

The Company shall maintain its Program in a password protected area that will include video, audio, and written lessons, templates, worksheets, checklists, slide deck downloads, and other training and support information. You shall have access to this area for as long as the Program exists. If the Company closes the Program, you will be provided a 14 day notice and the ability to download the core resources contained in the password protected area.

From time to time, the Company will offer bonuses to individuals who sign up for the Program. You shall be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the program and they vary depending on specific live and automated promotions throughout the year.

## **FEES**

You shall pay us all applicable fees and taxes. You must provide current, complete, and accurate billing and credit card information. You must promptly update all billing information (billing address, card number, and expiration date) to keep your account current, complete, and accurate. We reserve the right to charge any renewal card issued to you to the same extent as the expired card. If payment is not received from your credit card issuer, you hereby agree to pay all amounts due upon demand. You

agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance.

The fees for The Airtable Advantage are as follows:

- 1 payment of \$9 USD (+GST if located in Australia)

Under the payment plans, the first payment is due immediately. If you choose to pick the payment plan option, you are responsible for all remaining payments unless a refund is requested according to the terms further outlined below. Please note that if you choose a payment option, we retain the right to suspend access to any program if payments are not made when they are due. Further, if at any time there is a past due payment, access to the program will be temporarily restricted until the account is current and all past due payment obligations have been met. Each monthly invoice only indicates the payment and balance due for the current month listed on that individual invoice, and does not reflect the ongoing or remaining balance for the account. Should you have any account questions you can email [hello@ashchow.com](mailto:hello@ashchow.com) at any time.

## **METHODS OF PAYMENT**

If Purchaser elects to pay by monthly installments, Purchaser authorizes the Company to charge Purchaser's credit card or debit card. If Purchaser elects to pay in FULL, Purchaser may pay by credit card, debit card, or PayPal account.

## **REFUND REQUESTS**

We want you to be satisfied with your purchase, therefore there are circumstances where you can get a refund, per the policies below.

## **INTELLECTUAL PROPERTY**

We own and retain all content in and products sold on [www.ashchow.com](http://www.ashchow.com), along with its trademarks and copyrights. Except for any information that is in the public domain, you are not authorized to reproduce, transmit or distribute the proprietary information of Ash Chow or AshChow.com

Your participation in the program grants you a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You may NOT use Our intellectual property in any way, which includes republishing any text, image, design, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program. We have spent a great deal of time and money building the intellectual property located on this site and in order to maintain the integrity of it, We cannot allow any third party use.

THE FOLLOWING ARE PENDING AND REGISTERED TRADEMARKS OWNED BY Ash Chow:

By downloading, printing, or otherwise using our products or content for personal use, you in no way assume any ownership rights of the Content – it is still Company property. Any reproduction or unauthorized use of any materials found in the Program or Content shall constitute infringement.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized.

You agree that any infringement of the Company's intellectual property, Your access to the Content and Program automatically terminates, and you must immediately destroy any copies you have made of the content. You shall not be entitled to a refund of any portion of the fees.

## **PRIVATE COMMUNITY GUIDELINES**

By accessing and/or using the Websites, you agree to comply with these community guidelines (the "Community Guidelines") and that:

- You will comply with all applicable laws in your use of the Websites and will not use the Websites for any unlawful purpose;
- You will not "stalk," threaten, or otherwise harass another person;
- You will not spam or use the Websites to engage in any commercial activities;
- You will not access or use the Websites to collect any market research for a competing business;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not interfere with or attempt to interrupt the proper operation of the Websites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Websites through hacking, password or data mining, or any other means;
- You will let us know about inappropriate content of which you become aware. If you find something that violates our Community Guidelines, please let us know, and we'll review it.

We reserve the right, in our sole and absolute discretion, to deny you access to the Websites, or any portion of the Websites, without notice, and to remove any content that does not adhere to these Community Guidelines.

## **REGISTERED USERS**

During the registration process for Registered Users, we will ask you to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password").

When creating your account, you must provide true, accurate, current, and complete information.

Each Sign-In Name and corresponding Password can be used by only one Registered User, and sharing your access credentials with others (especially if they are using your credentials to access our proprietary Content) is a material breach of this Agreement. You are solely responsible for the confidentiality and use of your Sign-In Name and Password, as well as for any use, misuse, or communications entered through the Websites using one or more of them. You will promptly inform us of any need to deactivate a Password or Sign-In Name, or change any Unique Identifier. We reserve the right to delete or change your Password, Sign-In Name, or Unique Identifier at any time and for any reason and shall have no liability to you for any loss or damage caused by such action.

## **CONFIDENTIALITY**

As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

## **RECORDING AND REDISTRIBUTION OF CALLS**

You acknowledge that group calls and/or trainings may be recorded. Purchaser also acknowledges that the recordings may be redistributed and/or resold at a later date as part of separate offerings sold by the Company.

## **RELEASE**

Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Program. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors,

administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

### **LIMITATION OF LIABILITY**

By participating and purchasing the Program, you agree that in no event will the Company, its officers, employees, agents, affiliates, licensees and web hosting services be liable for any direct or indirect, incidental, special or consequential damages as a result of your access to the and use of the Program.

Your sole remedy for any breach or default of this Agreement, shall be ..... a return of the fees paid for the Program.

You indemnify and agree to defend and hold harmless our Company, its officers, employees, agents, affiliates, licensees and web hosting services and third parties for any losses, costs, liabilities and expenses (including but not limited to court costs, legal fees, awards or settlements) relating to or arising out of your use of the Program including any breach by you of the Terms contained in this Agreement.

### **REPRESENTATION OR WARRANTIES DISCLAIMER**

The information in the Program is "as is" and makes no representations or warranties, express or implied, with respect to the content provided on this website or on any third-party website which may be accessed by a link from this Web site, including any representations or warranties as to accuracy, timeliness, or completeness. Ash Chow will not be liable for any losses, injuries, or damages from the display or use of this information.

### **OMISSIONS, ERRORS, OR MISTAKES DISCLAIMER**

All information on this website is accurate and true to the best of Company's knowledge, but that there may be omissions, errors or mistakes. Company is not liable for any damages due to any errors or omissions on the website, delay or denial of any products, failure of performance of any kind, interruption in the operation and your use of the website, website attacks including computer virus, hacking of information, and any other system failures or misuse of information or products.

### **NO PROFESSIONAL- CLIENT RELATIONSHIP**

Your use of the Program or content from the Program is at your own risk. The use of this Program does not create a professional-client relationship. The Program does not guarantee any results from using this content and is for educational purposes only. It is your responsibility to do your own research, consult, and obtain a professional for your medical, legal, financial, health or other help that you may need for your situation.

### **SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision

## **EARNINGS DISCLAIMER**

Ash Chow may report earnings and income statements from time to time. These statements are an estimate of what you could possibly earn. There are no guarantees that you will get the same results. There is no guarantee that past earnings can be duplicated in the future.

Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions. The use of the information, products, and services is based on your own actions and you agree that Ash Chow, advertisers, or sponsors are not liable for the success or failure of your business.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements within the meaning of the securities litigation reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate”, “estimate”, “expect”, “project”, “intend”, “believe”, “ought to”, “plan”, “seek”, “should”, “will”, “would” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.

## **NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing submitted to Ash Chow at [hello@ashchow.com](mailto:hello@ashchow.com)

## **ENTIRE AGREEMENT**

This Agreement along with the website terms and conditions and privacy policy constitutes your entire Agreement with the Company with respect to any products, purchases, or services.