

# Terms of Use: Knowledge Bank

Hey there fellow small biz owner! By purchasing Knowledge Bank (hereinafter the “Program”), you, the purchaser (hereinafter “Student”) enters an agreement with Jana Krizanova, trading as JK Virtual Solutions (“Company”) and agree to the following terms:

## 1. Course Deliverables

The Program is an online course. Company agrees to provide the content as promised on the Program checkout page.

Student will retain access to the Program for the life of the Program, meaning for as long as Company offers and maintains the Program. Company will provide Student with at least one month’s notice should Company need to retire the program. It is then Student’s responsibility to download all materials from the Program before the retirement date noted by Company.

## 2. Privacy Policy

Company's Privacy Policy is hereby incorporated by reference into this agreement. Student understands that Company will be providing educational content to Student and that Company’s obligations under this Agreement.

Student also understands that Company is not providing one-on-one service on behalf of Student.

### **3. Payment**

In consideration of Student's access to the Program, Student agrees to pay the price as noted on the checkout page.

### **4. No Refunds**

Company has a strict no refund policy on the Program. Student understands and agrees to this.

### **5. Cancellation**

Student may not cancel their payments for the Program and understands that they are responsible for paying for the Program in full upon registration. Should Student fail to make timely payment, Company may immediately suspend Student's access to the Program and pursue whatever remedies available to collect the balance owed.

Company may cancel Student's Program at any time for any reason.

### **6. Intellectual Property**

Company owns the rights to all content in the Program such as texts in the forms of guides, books, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. Student's participation in the Program does not transfer any intellectual property rights to Student. Company grants Student a single-use, non-exclusive, non-transferable, revocable license to any and all Program content. Student agrees not to create any derivative works of the content found in the Program.

## **7. Force Majeure**

Company shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

## **8. Independent Contractor**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Company agrees only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

## **9. Severability**

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

## **10. Liability**

Student agrees to absolve and do hereby absolves Company of any and all liability or loss Student may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. Student agrees that Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

## **11. Warranty**

Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

## **12. Assignment**

Student may not assign this Agreement without express written consent of Company.

## **13. Modification**

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company’s website and purchasers shall be notified.

## **14. Indemnification**

Student agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of Student's use of or inability to use the Program and related services, any user postings made by Student, your violation of any terms of this Agreement or your violation of any rights of a third party, or Student's violation of any applicable laws, rules or regulations.

## **15. Dispute Resolution**

Student expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Student attempts to assert any such claim, Student hereby expressly agrees to present such claim only in the small claims courts in Dublin, Ireland.

*Last Updated: November 21, 2024*

*Contact: [jana@janakrizanova.com](mailto:jana@janakrizanova.com)*

*Jana Krizanova t/a JK Virtual Solutions, 6-9 Trinity Street, Dublin, Ireland*