



## **Terms & Conditions**

### **1. Who I am and my contact details**

1.1. I am a sole trader Pamela Stokes, trading as Move into Resilience of 424 3rd St. #72441, Davis, CA 95617, United States.

1.2. You can get hold of me in any of the following ways:

- a. by telephoning me on +1 (415) 343 7277;
- b. by emailing me at support@moveintoresilience.com; or
- c. by writing to me at 424 3rd St. #72441, Davis, CA 95617, United States.

### **2. What do these terms do, and why are they important?**

Please read these terms and conditions carefully before you place an order with me via my website. They contain important information, including

- a. how I will provide you with the services and/or digital content that you have ordered
- b. my payment terms and delivery times
- c. the situations in which this contract may be amended or cancelled by you or by me (including within a cooling-off period)
- d. what you should do if there is a fault with the services and/or digital content that I have provided to you, and
- e. how I will use your personal details

as well as other matters.

2.1. If, in these terms and conditions, I say that either of us may contact the other in 'writing', then this means it can be by letter or by email.

### **3. Your personal information**

3.1. For information about how I collect and use your personal information, please see our website privacy notice, which is available here: <http://www.moveintoresilience.com/privacy-legal-information>

### **4. Order Process and the Contract between you and me**

4.1. When you place an order with me, the legal contract between you and me will only come into existence when I tell you that I can provide the services and/or digital content to you. If I tell you that I cannot provide the services and/or digital content to you for whatever reason, then I will not charge you for them. If I tell you that I am unable to provide the services and/or digital content, and I have already received payment from you, then I will promptly refund you for any services and/or digital content that I cannot provide to you.

## **5. Changes to services and/or digital content**

5.1. If you would like to make a change to the services and/or digital content for which you have already placed an order, please contact me as promptly as you can. I will always be willing to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period while any changes are made, or any other consequences or changes arising from your request. If your requested change is possible, I'll ask you to confirm that you would like to continue with the change, to ensure that we're both clear on how I need to fulfil your request.

5.2. In some circumstances, I may need to make minor changes to the services and/or digital content that you ordered. As these are minor changes and will not affect your use of the services and/or digital content, I will not usually contact you about these. These minor changes are likely to be:

- a. because I need to update the services and/or digital content to implement a change in the law, or a regulatory requirement; and/or
- b. because I need to make minor technical changes or enhancements that will not affect your use, handling or enjoyment of the services and/or digital content.

5.3. It is possible that exceptionally, I may need to make a more major change to the services and/or digital content. If these exceptional circumstances arise in relation to an order that you have placed with me, then I will contact you before I make the change to let you know. If you do not want to proceed with the change, you'll be entitled to cancel the contract and section 14.1 (cancellation terms) of these terms and conditions will apply.

## **6. Digital content updates**

6.1. From time to time, I may need to update, or I may ask you to update, our digital content. I will ensure that even after this update, the digital content continues to match the description of it that was provided to you during the order process.

## **7. Payment details**

7.1. The price of the services and/or digital content will be the price set out on our website at the time when you place your order. Our prices include the relevant sales tax at the current rate.

7.2. I make all reasonable efforts to ensure that I do not make errors with the prices that I charge you. For example, before I accept your order, I usually try to check the website price against our price list in force at the time of your order. However, if an error has been made and the price in the price list is lower than the website price, then I will charge you the price on the price list (being the lower amount). If an error has been made and the price in the price list is higher than the website price, I will contact you to confirm how you would like to proceed (and if you want to cancel the contract, section 14.1 of these terms and conditions will apply).

7.3. Any costs for delivery of the services and/or digital content and other costs associated with the services and/or digital content will be the amounts that were set out to you in the order process on our website.

7.4. When you need to pay me depends on whether what I provide you with is services or digital content:

- a. For digital content, you must pay for it before you access it;

8. I may offer payment plans based on my own discretion, which will subject to a separate agreement. I reserve the right not to offer these.

9. I accept payment by PayPal.

## **10. Delivery of digital content and supply of services**

10.1. Delivery and supply times will depend on whether you have ordered services and/digital content and whether these are one-off, ongoing or subscriptions:

For one-off digital content, it will be available for use by you once your order has been accepted and you have made payment (see section 7 for information about payment) but please note that you will lose your cooling-off period cancellation rights (see section 13) once you access the content;

10.2. I will contact you if I am delayed in delivering the services and/or digital content to you because of circumstances that are not within our control. If I contact you within a reasonable time to let you know about this, then I will not be responsible for any delays due to those circumstances. However, if the delay continues beyond a reasonable amount of time, then you can contact me to cancel the contract, and I will provide you with a refund for any services and/or digital content that you have paid for but not yet received.

## **11. Suspension**

11.1. If something happens that means I must suspend the supply of the services and/or digital content to you, for example:

- a. to make minor technical adjustments or to resolve technical issues;
- b. to update the services and/or digital content to implement a change in law or any relevant regulatory requirement,

then I will contact you to let you know.

11.2. I will usually let you know in advance of any suspension unless it is an emergency – in which case, I will let you know as soon as reasonably possible. If I do suspend the supply of services and/or digital content, your payment will be adjusted so that you do not pay for the relevant suspended item during the period of suspension.

11.3. If I am going to suspend the supply of a service or digital content for more than 7 days, then you may contact me to cancel the contract. I will provide you with a refund for the relevant service or digital content for which you have made payment, but have not yet received.

## **12. Your obligations**

12.1. I will inform you during the order process of information that I need from you in order to provide you with the services and/or digital content. I will contact you to request this information.

12.2. If you don't provide me with this required information in a reasonable time, or if information that you give us is not accurate, I may cancel the contract (and the consequences set out in section 15.2 will apply), or I may charge you for the additional costs that I incur as a result.

12.3. If you don't give me the required information within a reasonable time, I will not be liable to you if this causes a delay in providing you with the services and/or digital content – or if I do not provide any part of them to you.

## **13. If there is a fault with the services and/or digital content**

13.1. I hope that you are satisfied with the services and/or digital content that I have supplied to you; but if there is a fault with them, then please contact me using the details set out in section 1.

13.2. I must provide services and/or digital content to you that meet your consumer rights.

13.3. This section 11.3 provides you with a summary of your consumer rights if there is a fault with the services or digital content that I have provided to you. However, this is only a summary of your key rights. For full details, please refer to the relevant legislation in your territory or country of residence.

## **14. Our liability if you suffer loss or damage**

14.1. If I do not comply with any section of these terms and conditions, or I do not use reasonable care and skill in providing the services and/or digital content to you, then I am liable to you for loss and damage that you suffer and that I cause, so long as the loss or damage that is caused is foreseeable. Loss or damage is foreseeable if it is obvious to a reasonable person that it will happen because of me breaking the contract, or if it is obvious that it might happen because of something you told me about when I entered into the contract.

14.2. If I provide you with digital content that is faulty and that damages your device, I will either repair the device or pay compensation to you.

14.3. I do not limit or exclude our liability to you, where I am not allowed to do so by law. This means that I do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services and/or digital content (a summary of which is set out in section 11.3) or for providing you with defective items under the Consumer Protection Act 1987.

14.4. If I provide any advice to you, including in any instructions or manuals provided to you with the services and/or digital content, then you should follow these carefully. I will not be liable to you for any damage that is caused due to your failure to follow such advice or instructions.

14.5. I only provide services and/or digital content for private and domestic use. I do not provide them for business or commercial use. If you do use the services and/or digital content for business or commercial use, I will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.

## **15. Cooling-off period and your right to cancel the contract during it**

15.1. Your rights to cancel during the cooling-off period are in addition to and are separate from your other rights to cancel the contract. Those other rights are set out in section 14 below.

15.2. When you buy, services and/or digital content from a website, in most cases you will have the right to cancel the contract within the cooling-off period (explained in section 13.3 below) because you have changed your mind. (This right exists unless one of the circumstances set out in section 13.4 below applies.) If you rely on these cancellation rights to cancel the contract during the cooling-off period, you do not have to provide me with any reason for cancelling.

15.3. The length of the cooling-off period during which you can cancel the contract due to a change of mind depends on whether you have ordered services and/or digital content. It is also subject to certain exceptions that are set out in section 13.4 below. You can calculate the cooling-off period as follows:

- a. For digital content (whether one-off or subscription) you have up to 14 days after the day I contact you to accept your order to cancel the contract, unless you start to access the digital content before that time.

15.4. If any of the following circumstances applies to the services and/or digital content that you have ordered, then the cancellation rights during the cooling-off period do not apply to you and you will not have the right to cancel the contract in respect of those services or digital content because you have changed your mind:

- a. you have started to access the digital content that you ordered;

b. if the services have been completed;

15.5. If you want to cancel the contract because you have changed your mind, then you should let me know before the end of the cooling-off period (as calculated in accordance with section 13.3) in one of the following ways:

a. contacting me on the details set out in section 1 and include your name, email address, address and order details, providing a clear statement that you want to cancel.

15.6. If you cancel the contract during the cooling-off period after I have begun services because you have requested me to begin the services during the cancellation period (but before I have completed them), then you will have to pay me for the services that I have provided to you up to the point at which you let me know that you want to cancel the contract because you have changed your mind. The costs will be a proportion of the total price of the services.

15.7. If you cancel the contract during the cooling-off period because you have changed your mind, then I will provide you with a refund for the services and/or digital content. I will provide you with a refund within 14 days of the day after you let me know that you want to cancel the contract.

## **16. Your rights to cancel the contract**

16.1. In addition to your rights to cancel the contract during the cooling-off period set out in section 13, if any of the following circumstances apply, you have the right to cancel this contract immediately:

- a. I have informed you that there was an error with the price or the description of the services and/or digital content when you placed the order, and you now do not wish to proceed based on the correct price or description;
- b. I have informed you that I need to make a major change to the services and/or digital content (see section 5.3) and you do not want to proceed with the change;
- c. there is a significant delay in providing the services and/or digital content to you, because of circumstances that are not within our control (see section 8.2);
- d. I have informed you that I need to suspend the supply of services and/or digital content to you, for any of the reasons set out in section 9.1, for more than 7 days; or
- e. you have some other legal right to cancel the contract because of something I have done.

16.2. If you do cancel the contract for any of the above reasons (section 14.1(a) to 14.1(e)), then I will provide you with a refund for any services and/or digital content that you have paid for but I have not yet provided, or I may provide you with a refund for any services and/or digital content that have not been properly provided to you. In certain circumstances, you may also be entitled to further compensation.

16.3. If there is a fault with the services and/or digital content that I have provided to you, please see section 11 of these terms and conditions.

16.4. If you are cancelling the contract for any other reason that is not set out in section 14.1 or section 13 (where you are cancelling the contract during the cooling-off period), then the contract will end immediately and I will provide you with a refund for any services and/or digital content that you have paid for but not yet received. However, I may make a reduction from the refund due to you; or, if you are not due a refund because you have not yet made payment, then I may charge you an amount of reasonable compensation for costs that I incur due to you cancelling the contract.

## **17. Our rights to cancel the contract**

17.1. If you don't comply with your obligations in these terms and conditions, I may cancel the contract. The following are examples of circumstances where I would consider that you have not complied with your obligations:

a. you do not provide me with information that I have requested from you within a reasonable time (see section 10.1);

17.2. If I cancel the contract because you have not performed your obligations (including those examples listed in section 15.1), I will provide you with a refund for any services and/or digital content for which you have paid but not yet received. However I may make a reduction from the refund due to you, or if you are not due a refund because you have not yet made payment, then I may charge you, an amount of reasonable compensation for costs that I incur due to having to cancel the contract.

## **18. If I stop providing services and/or digital content**

18.1. If the services and/or digital content with which I provide you are provided on an ongoing or subscription basis, I may decide at some point in the future to stop providing them. If I decide to stop providing them, I will contact you at least 30 days before I stop providing them, to let you know. If you have made payment for services and/or digital content that I will no longer be providing to you, I will give you the relevant refund for what you will not receive.

## **19. General**

19.1. I may transfer our rights and obligations under these terms and conditions to another organisation. I will contact you to let you know if I do so. Any transfer will not affect your rights under these terms and conditions.

19.2. You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.

19.3. If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.

19.4. If I delay in exercising any right I have under the contract, this will not stop me from exercising that right against you at a later date.

19.5. Unless I transfer our rights and obligations to another organization, then this contract is only between you and me. This means no other person or organization is a party to this contract and they do not have any rights under the contract.

19.6. If you are dissatisfied with how I have handled your complaint, you can contact our alternative dispute resolution provider called Pamela Stokes at support@moveintoresilience.com. Alternative dispute resolution allows parties who are in dispute to refer the dispute to an independent party to resolve. Pamela Stokes will not charge you for referring a dispute to them. If you are not happy with the outcome that is provided, then you can still bring proceedings in court.

## **20. Model cancellation form (Distance Contracts)**

The wording on this form is specified by the law. You should therefore only change those parts indicated.

To Pamela Stokes, trading as Move into Resilience of 424 3rd St. #72441, Davis, CA 95617, United States, +1 (415) 343 7277;

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate