

# Terms and Conditions

**In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Policy and Disclaimer Notice and any or all Agreements: "visitor", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Visitor and ourselves, or either the Visitor or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Visitor in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Visitor's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Us Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## Confidentiality

Visitors records are regarded as confidential and therefore will not be divulged to any third party. Facebook sharing of informations not included.

**We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.**

## Disclaimer

### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## Payment

Payment are solely made through redirected links to third party websites, therefore any inquiries has to be made with that company, including iTunes and Amazon.

## Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

### 1) Ownership of copyright

We own the copyright in:

- (a) this website and
- (b) the material on this website (including without limitation, the text, computer code, artwork, photographs, images, music, audio material, video material and audio visual material on this website ).
- (c) the logo

## **2) Copyright license**

We grant you a worldwide, non exclusive, royalty free, revocable license to:

- (a) view this website and the material on this website on a computer or mobile device via a web browser;
- (b) copy and store this website and the material on this website in your web browser cache memory; and
- (c) print pages from this website for your own (personal and non commercial) use.

We do not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast, download audio or video content, play in public this website or any form of media without our prior written permission.

## **3) Data mining**

The automated and/or systematic collection of data from this website is prohibited.

## **4) Permissions**

You may request permission to use copyright material on this website or to access content for your own website by writing to [aaron@electricstarlet.com](mailto:aaron@electricstarlet.com) or [contact@electricstarlet.com](mailto:contact@electricstarlet.com)

## **5) Enforcement of copyright**

We take the protection of our copyright very seriously.

If we discover that you have used our copyright materials in contravention of the license above, we may bring legal proceedings against you, seeking monetary damages and/or an injunction to stop you using those materials. You could also be ordered to pay legal costs.

## **General**

The laws of United States of America govern these terms and conditions. By accessing this website, you consent to these terms and conditions and to the exclusive jurisdiction of the US courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

## **Notification of Changes**

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. You are therefore advised to re-read this statement on a regular basis

**These terms and conditions form part of the Agreement between the Visitor and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**

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