

Terms and Conditions (“Terms”)

Last updated: June 15th, 2019

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the www.digitalnomadsontour.eu website (the “Service”) operated by Linda de Pagter (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Purchases

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Programs

You can follow a (paid) program with us. Admission is strictly personal, so you are not allowed to share your login details or materials from the program with others. Also live sessions are strictly personal to you only.

You can only start a program after the agreed (first term of the) payment is done.

You need an internet connection to be able to follow the program. Linda de Pagter is not responsible for damage or missed parts of the program because you don't use the right equipment or internet connection.

The program can be followed on your own pace. If you agreed upon a 1-on-1 guidance program, we will set the dates together with you.

Website built for you payment PLAN

Applies to the agreement where we build your website for you. In this plan monthly payments are made by you for the period of 2 years. You understand and agree that you have committed to a contract. And you agree to fees payable by you at rate offered at purchase time every month for a period of 24 months. You are also allowed to pay the full amount at once, in which case a contract is non applicable.

Build your own website payment PLAN

Applies to the agreement where we teach you how to build your own website. In this plan monthly payments are made by you for the period of 2 years. You understand and agree that you have committed to a contract. And you agree to fees payable by you at rate offered at purchase time every month for a period of 24 months. You are also allowed to pay the full amount at once, in which case a contract is non applicable.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Linda de Pagter and its licensors. The Service is protected by copyright, trademark, and other laws of both the Netherlands and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Linda de Pagter.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Linda de Pagter.

Linda de Pagter has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Linda de Pagter shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

When you purchase full service hosting with us, your website will be placed on the servers of Versio. Their terms and conditions apply to the hosting part of your website. You can find them here: <https://www.versio.uk/termservice.pdf>

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account after the contract period ends, you may simply discontinue using the Service.

If you wish to terminate your account before the end of your contract, you agree to pay a cancellation fee regarding your subscription.

Cancellation of Website built for you payment PLAN

You understand that should you cancel your agreement before the end of your 2 year contract, you agree to pay a **cancellation fee** equal to the total value of the building of your website plus extra costs made by us like fees for claiming your domain name and the purchase of 3rd party software for your website minus the terms you already paid during your subscription.

Cancellation of Build your own website payment PLAN

You understand that should you cancel your agreement before the end of your 2 year contract, you agree to pay a cancellation fee equal to the costs made by us like fees for claiming your domain name and the purchase of 3rd party software for your website.

Procedure of cancellation

If you wish to cancel your subscription with us, you send an email to info@digitalnomadsontour.eu stating the reason of your cancellation. You will receive an invoice for the cancellation fee, if any is applicable. If you wish to move your website to another hosting party, you will receive the relocation code as soon as you paid all the remaining fees. If you have any questions, feel free to contact us.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Linda de Pagter and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses

(including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Linda de Pagter, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Linda de Pagter its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the Dutch laws, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us at info@digitalnomadsontour.eu