

ELS Commercial Terms and Conditions

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1. General

- a. It is a pleasure to welcome you to the world of the **ELS Community** and we hope that you enjoy being part of a *wonderful life enhancing experience* that we are proud to offer you today!
- b. The **Commercial Terms and Conditions** included in the present document have been established to clearly define the modalities through which **ELS Management Sàrl** offers for sale its **ELS Products**, its **ELS Services**, and access to its **ELS Events**.
- c. The **Commercial Terms and Conditions** included in the present document form a legal agreement between you and **ELS Management Sàrl** (also referred to in this document as “we” or “us”).
- d. Each potential **ELS client** and each existing **ELS client** is invited to familiarise himself /or herself with the present document when he /or she places an order for an **ELS Product**, or an **ELS Service**, or requests access to an **ELS Event**. Consequently, a confirmed order that is placed by a client implies the acceptance of the **Commercial Terms and Conditions** included in the present document, without any reserve.
- e. When you create an account with us and accept the **Commercial Terms and Conditions** included in the present document, you become a member of the **ELS Community**.
- f. In becoming a **member of the ELS Community**, you irrevocably and unconditionally agree to the **Commercial Terms and Conditions** set-out below. It is therefore essential that you read them carefully and make sure that you understand them.
- g. Should you not accept the **Commercial Terms and Conditions** as set-out in the present document, it will not be possible for you to join the **ELS Community**.
- h. When you become a member of the **ELS Community**, you obtain access to the **ELS Community Zone**, a restricted access area on our website, www.stephenengels.com where you will discover key information in relation to **The New Success Paradigm Experience**.

2. Definitions

- a. **“Buy”** - includes downloading an **Item** that is made available to you for free on the www.stephenengels.com website, or that is purchased by you.
- b. A **“Buyer”** - is a member of the **ELS Community** who buys an **Item** offered through the **ELS Community Zone**, or on www.stephenengels.com, or directly from **ELS Management Sàrl**.
- c. **“ELS”** – is the acronym for **Effective Leadership Solutions**.
- d. The **“ELS Community”** - is the group of people who have signed-up through the www.stephenengels.com website to be part of the **ELS Community** and who thereby have agreed to the **Commercial Terms and Conditions** as set-out in the present document.
- e. An **“ELS Community Account”** - is what you receive when you become a member of the **ELS Community**, which gives you access to the **ELS Community Zone**.
- f. The **“ELS Community Zone”** - is a restricted area that is accessed through the www.stephenengels.com website, and which is made available to a member of the **ELS Community** on the entry of the correct combination of his /or her username and password.
- g. **“ELS Management”** - means **ELS Management Sàrl, Switzerland**, a **Swiss Company** with registration number: CHE-453.605.818.
- h. **“ELS Management Content”** - is all the content included in **Items** created by **ELS Management Sàrl** that are put on the market, and which includes the design, compilation, look and feel of the www.stephenengels.com website, as well as all copyright, trademarks, designs and other intellectual property owned by **ELS Management Sàrl**.
- i. An **“ELS Event”** - is an **event** that is created and marketed by **ELS Management Sàrl**, or one of its business partners.
- j. An **“ELS Product”** - is a **product** that is created and marketed by **ELS Management Sàrl**, or one of its business partners.
- k. An **“ELS Service”** - is a **service** that is created and marketed by **ELS Management Sàrl**, or one of its business partners.

- l. The “**Item Price**” - is the **price** a buyer pays for an **ELS Product**, or an **ELS Service**, or to get access to an **ELS Event** that is offered by **ELS Management Sàrl**, or one of its business partners.
- m. “**Items**” - are **ELS Events**, **ELS Products** and **ELS Services** that are offered through the **ELS Community Zone**, or on the www.stephenengels.com website, or through an official supply channel that is approved by **ELS Management Sàrl**, or that are purchased directly from **ELS Management Sàrl**.
- n. The “**List Price**” - is the **Item Price** that is published in the **ELS Community Zone**, or on www.stephenengels.com, or the **price** that is quoted directly by **ELS Management Sàrl**.
- o. A “**Payment Method**” - is any **payment method** made available in the **ELS Community Zone**, or on the www.stephenengels.com website, or through an official supply channel that is approved by **ELS Management Sàrl**, or directly through **ELS Management Sàrl**.
- p. “**Taxes**” means the **payment of taxes** that are due on transactions made on the www.stephenengels.com website, or transactions that are made directly with **ELS Management Sàrl**. Such **taxes** will be added to the **Item Price** and the purchaser will be liable for the payment thereof.

3. Communications

- a. Pertinent written communications from **ELS Management Sàrl** will be sent to the email address of the **potential ELS client**, specifically using the email address that is provided at the time that he /or she signs-up to join the **ELS Community**.
- b. Each party commits to immediately inform the other party of any change in their address, including a change of their email address. In the event of a failure to make a timely notification of such change of address, all correspondence that is sent to the previously given address will be considered to have been effectively delivered.

4. Membership of the **ELS Community**

a. Age

To become a member of the **ELS Community** you are required to be at least 18 years of age.

b. Benefits

(i) Membership of the **ELS Community** is free.

(ii) When you become a member of the **ELS Community**, you get an **ELS Community Account** that is accessible from www.stephenengels.com.

(iii) Your membership allows you to access the **ELS Community Zone**, where you will find privileged information in relation to **The New Success Paradigm Experience**.

c. Your responsibilities

(i) You warrant that all information given to us by you is true, accurate, and complete, and

(ii) You agree to keep your account information, including your current email address, up-to-date.

(iii) Your membership of the **ELS Community** is not transferable under any circumstances whatsoever. You are responsible for any use of the www.stephenengels.com website that occurs if accessed using your username and password, therefore, you agree to keep your password secure and not to let any other person use your username or password.

d. If you realise that there has been an unauthorized use of your password or any breach of security, you agree to let us know immediately, if possible within 24 hours, by contacting service@stephenengels.com.

e. To the maximum extent allowed by applicable law, **ELS Management Sàrl** does not accept any liability of whatsoever nature, should any person, for whatever reason, gain access to your **ELS Community Account**, through no fault of ours.

f. To the maximum extent allowed by applicable law, you hereby irrevocably and unconditionally indemnify **ELS Management Sàrl** against any

consequences that result if such unauthorised access to your **ELS Community Account** occurs, through no fault of ours.

5. How Buying Items Works

This section will help you to understand what you are buying when you purchase an **Item** and how that transaction takes place on the www.stephenengels.com website.

- a. When you **buy** an **ELS Product**, or an **ELS Service**, or purchase access to an **ELS Event**, it is your responsibility to choose the correct **Item** that you wish to purchase.
- b. Transactions that are made on the www.stephenengels.com website, or that are made directly with **ELS Management Sàrl**, may be subject to the payment of **taxes**. Such **taxes** will be added to the **Item Price** and you, as the purchaser, will be liable for the payment thereof.
- c. No **Buyer** shall be entitled to cancel a transaction based on **taxes** being charged.
- d. The **Total Price** for an **ELS Product**, or an **ELS Service**, or for access to an **ELS Event** that is offered in the **ELS Community Zone**, is made up of:
 - (i) The **Item Price**, which is the **price** for the requested **ELS Product**, or the requested **ELS Service**, or the **price** for access to the requested **ELS Event**, as published in the **ELS Community Zone**, or on www.stephenengels.com, or that is agreed in writing with **ELS Management Sàrl**, and
 - (ii) All applicable **taxes**.

6. Changes to Sales Conditions

- a. **ELS Management Sàrl** reserves the right to modify the present **Commercial Terms and Conditions** document at any time whatsoever.
- b. A modification to this **Commercial Terms and Conditions** document is communicated through its publication on the www.stephenengels.com website and such changes take effect at the moment of their online publication.

7. Pricing

- a. Published **prices** for the purchase of **ELS Products** and **ELS Services**, as well as for access to **ELS Events** are quoted in US Dollars (USD) or in Swiss Francs (CHF), and include Swiss VAT (Value Added Tax) at the rate of 7,7%.
- b. **ELS Management Sàrl** reserves the right to modify the **price** of an **item** that is published for sale on the www.stephenengels.com website at any moment in time, with due consideration that the **price** published on the day that an order is placed will be the only **price** that is applicable for such purchase.

8. Online Payments

The following two methods of payment are offered, in relation to the online purchase of an **ELS Product**, or an **ELS Service**, or for getting access to an **ELS Event**:

- a. **PayPal**; and
- b. **Stripe** (for credit card payments).

9. Transacting as a Buyer

a. **Currency conversion costs**

Some financial institutions charge a fee for currency conversions relating to transactions made on the www.stephenengels.com website, or that are made directly with **ELS Management Sàrl**.

We control neither currency conversion rates, nor your financial institution's fees, and therefore you will be responsible for any additional charges relating to currency conversions.

b. **Terms of buying**

When you **buy** an **Item** from the www.stephenengels.com website or directly from **ELS Management Sàrl**, you are doing so on the following terms:

- i. You warrant that you have carefully considered and accepted the suitability of your chosen purchase, and that you have chosen appropriately.

- ii. Subject to applicable consumer protection law, you cannot cancel the paid-up purchase of an **Item**.
- iii. We reserve the right to cancel any **Item** and to remove it from our website without notice. We do not warrant that such **Item** will be available from www.stephenengels.com, or directly from **ELS Management Sàrl** at a later date.
- iv. If you have purchased an **Item** that has been removed from our website after the purchase has been completed, we will fulfil our obligations in terms of your purchase.
- v. If an **Item** is removed from our website before your purchase is complete, we will not be obliged to perform delivery in terms of your purchase.
- vi. If, however, payment has been made and an **Item** is removed before your purchase is complete, any amount paid by you to us will be returned to you within ten (10) business days, with a refund being made to the account from which the payment was made.
- vii. Your relevant details will be kept on file to facilitate your commercial transactions, for example for invoicing and support purposes, in accordance with our [Privacy Policy](#).

c. **Taxes:**

- i. Our **prices** and fees are inclusive of applicable Value Added Tax “VAT” and Goods and Services Tax “GST”.

Notwithstanding anything to the contrary contained in these **Commercial Terms and Conditions**, should any other transactional **taxes** be charged, these amounts will be added onto the **Item Price**.

The **Item Price** of an **Item** that you purchase (including **taxes**) will be exhibited to you before you finalise your purchase.

- ii. Should your purchase attract any further **fees or taxes** not mentioned herein, including but not limited to withholding tax, you will be liable to settle these amounts prior to receiving your purchase.

You expressly acknowledge that to determine whether any further amounts are due by you, we require your geographical location.

You therefore expressly agree that you will provide us with your geographical location and guarantee the correctness thereof.

d. **Items with an incorrect List Price, or incorrect information and Item suitability:**

Despite our reasonable efforts, our list **prices** or information regarding a product may occasionally be incorrect.

If this happens, we may cancel or reverse a transaction, even after it has been completed and a payment has been processed.

If we do this, we will promptly arrange for any incorrect payment to be credited or refunded to you, and you must not use the **Item** unless you re-purchase it at the **correct price**.

10. Safeguard Clause

- a. If certain, or several provisions of the present **Commercial Terms and Conditions** document become « null and void », either in their entirety or in part, that does not affect the validity of its other provisions.
- b. In such case, the « null and void » parts will be replaced by valid and applicable provisions that require a minimum of economic outlay needed to cover the legal gap that is created by such replacement.

11. Applicable Law

Unless applicable law stipulates otherwise, only Swiss law is applicable for the interpretation of the present **Commercial Terms and Conditions** document including any possible related litigation between **ELS Management Sàrl** and a **Buyer**.

12. Defects

- a. In the event of a complaint about a product defect, to the extent legally possible, Swiss law will apply, unless you are located in a country with specific compulsory law which overrides Swiss law.

- b. The merits of each individual complaint about a purported defect in relation to an **ELS Product**, or an **ELS Service**, or an **ELS Event**, will be carefully assessed against our established technical requirements for the corresponding **Item**, so as to verify the existence of a defect.

13. Court of Law

Unless applicable law stipulates otherwise, if the interpretation, or execution of the present **Commercial Terms and Conditions** document cannot be effected amicably, the parties elect to use the support of the Law Courts of Lausanne, Switzerland, in relation to which both parties recognize the exclusive competence of the concerned authorities.

14. Refunds

- a. We will assess refund requests on their merits, considering the nature of the **Item** purchased and the type of **Item** preview that was available before a purchase was made
- b. Unless applicable law stipulates otherwise, there is no obligation to provide a refund or credit in situations such as the following:
 - i. You have changed your mind about an **Item**.
 - ii. You bought an **Item** by mistake.
 - iii. You do not have sufficient expertise to use an **Item**.
- c. If we decide to issue a refund or a credit, this will generally be done using the same manner used to make the purchase. So, if the **Item** purchased was bought using a particular payment method, you will be refunded using the same payment method in reverse.
- d. Any payment in respect of a refund will be made in same currency in which the purchase was made (e.g. in US Dollars, or in Swiss Francs).

15. Intellectual Property

- a. In relation to these **Commercial Terms and Conditions**, “intellectual property” shall collectively mean (without any limitation and shall be given the widest possible interpretation) all texts, images, logos, design, service marks, products, services and trade names, inventions, trademarks, patents, copyright, trade secret, know-how, concept, idea, information, compilation, data, formula, work product (whether in whole or in part), materials created by **ELS Management Sàrl** or contained on the

www.stephenengels.com website or in navigational flows thereof, whether in existence now or created in the future.

- b. All intellectual property, including but not limited to, copyrights, database rights, and trademarks associated with **ELS Management Sàrl**, its software and any services associated with it, is the sole and exclusive property of **ELS Management Sàrl**. You therefore unconditionally agree that you shall not reproduce, sell, copy, distribute, modify, or make derivative works of any intellectual property without the proper, prior written consent of **ELS Management Sàrl**.
- c. You are permitted to browse our website, print, or download content, provided that all proprietary notices, including any copyright or trademark notices, appear on these reproductions.
- d. By accepting these **Commercial Terms and Conditions**, you warrant that you will not infringe on any intellectual property rights of **ELS Management Sàrl**.

16. Legal Housekeeping

- a. **Eligibility, suspension, or termination:**
Should your use of the **ELS Community Zone** not comply with the **Commercial Terms and Conditions** contained in the present document, we reserve the right to suspend or terminate your **ELS Community Account** at any time.

You expressly agree that this clause is fair and reasonable.

- b. If your **ELS Community Account** is terminated and you apply for a new account, your application will be unsuccessful.
- c. We reserve the right to amend these **Commercial Terms and Conditions** without notice to you. It is therefore your responsibility to regularly familiarise yourself with any changes to this document.

17. Liability and Indemnity

- a. The unique **ELS Products**, **ELS Services** and **ELS Events** that are created by **ELS Management Sàrl** are offered through the **ELS Community Zone**, or on the www.stephenengels.com website, or through official supply channels approved by **ELS Management Sàrl**, or directly from **ELS Management Sàrl**.

- b. You indemnify and hold **ELS Management Sàrl**, its directors, its shareholders, its employees, its partners, its agents, its contractors, its representatives, its affiliates and its suppliers harmless against all losses, claims, damages, costs (including legal costs on a full indemnity basis), expenses, demands or liability of whatsoever nature that we incur arising out of, or in connection with, a third party claim against us relating to your use of any **Item** or arising from, or in connection with, your access to and use of the www.stephenengels.com website.
- c. We do not warrant that your access to the www.stephenengels.com website will be uninterrupted or error free. Furthermore, to the maximum extent allowed by law, we do not warrant that the www.stephenengels.com website is secure, and you will have no claim of whatsoever nature against **ELS Management Sàrl** in this regard, howsoever arising.
- d. Our liability to you in connection with the **Items**, or in connection with the **Commercial Terms and Conditions** included in the present document, in contract, tort (including negligence) or otherwise, is limited as described below.
 - i. You exclude us from any liability for any of the following losses incurred by you: Loss of revenue, loss of profit, loss of goodwill, loss of customers, loss of capital, damage to your reputation, loss in connection with any other contract, loss of data, or indirect, consequential or special loss, damage or expense; and
 - ii. Our total liability to you, if any, is limited to the total **buyer** amounts paid by you for **Items** in the 12 (twelve) months before liability accrued.
- e. These sections mean that you protect us from all costs and claims that happen because of your actions on the www.stephenengels.com website and that our liability to you is limited.
- f. Notwithstanding this clause, we may elect, at our own expense, to defend any third-party claim instituted against us as a result of your use of any **Item**. Should we elect to do so, you agree to cooperate with us in defending the claim.

18. Our Use of Your Information

a. Privacy

When you become a member of the **ELS Community**, you will be asked to provide some information about yourself. By accepting these **Commercial Terms and Conditions**, you consent to this information being held by **ELS Management Sàrl** and used in connection with providing the **Items** offered by **ELS Management Sàrl** in accordance with our [Privacy Policy](#).

- b. While we take reasonable steps to preserve the security of your information, to the maximum extent required by law, no data transmission over the Internet, mobile networks, wireless transmission, or electronic storage of information can be guaranteed as being 100% secure. As a result, we do not warrant the security of any information that you transmit to or from our website or the **ELS Community Zone**, and you provide us with your information at your own risk.

By accepting the **Commercial Terms and Conditions** specified in this clause, you expressly acknowledge and accept this.

- c. If, while using the **ELS Community Zone**, you receive confidential information about us, or about another member of the **ELS Community**, then, in such a case, you warrant not to disclose such confidential information to any other person and you further warrant to immediately delete such confidential information.