

# Terms and Conditions

Last updated: 30 April 2020.

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before subscribing and using the Online Persuasion Database (the “Service”) operated by ConsumPsy (“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.

## Subscriptions

The Online Persuasion Database (the “Service”) is billed on a subscription basis (“Subscription(s”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set either on a monthly, quarterly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it or ConsumPsy cancels it. You may cancel your Subscription renewal by contacting ConsumPsy customer support team until one week before renewal.

A valid payment method, including iDEAL, Credit Card or PayPal, is required to process the payment for your Subscription. You shall provide ConsumPsy with accurate and complete billing information including full name, address, state, zip code, email address and a valid payment method information. By submitting such payment information, you automatically authorise ConsumPsy to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, ConsumPsy will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

## Refunds

The Online Persuasion Database has no refund option because of the low Subscription fee. Also, you can check whether the Online Persuasion Database is to your liking before your subscription by downloading a PDF on the website [www.onlinepersuasiondatabase.nl](http://www.onlinepersuasiondatabase.nl) or [www.onlinepersuasiondatabase.com](http://www.onlinepersuasiondatabase.com) with some online persuasion techniques explained.

## Accounts

When you create an account with us, you guarantee 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 may not use as a username of another person or entity, or one that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorisation.

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 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 unauthorised use of your account.

## Account Sharing is not allowed

With the subscription to the Online Persuasion Database, you get a license for one person. Each account is just for one person and sharing is not allowed. We have team plans available, and every user should be signed up for their own plan.

Our software has an IP-tracker, so we will be alerted when you share your login with others. Sharing your account leads to account termination and get banned for life.

## Fee Changes

ConsumPsy, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current billing cycle.

ConsumPsy will provide you with reasonable prior notice of any change in Subscription fees to allow you to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

## Intellectual Property

The Online Persuasion Database (the "Service") and its original content are and will remain the exclusive property of ConsumPsy. The Service is protected by copyright, trademark, and other laws of both the Netherlands and foreign countries. Our content may not be used in connection with any product or service without the prior written consent of ConsumPsy.

## Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by ConsumPsy.

ConsumPsy 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 ConsumPsy 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.

## 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.

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 ConsumPsy 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 ConsumPsy, 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.

ConsumPsy, 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.

## Governing Law

These Terms shall be governed and construed under the laws of The Netherlands, 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 made, we will provide at least 15 days notice before 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 authorised to use the Service.

## Use of cookies

We use third-party analytics services to help understand your usage of our services. In particular, we provide a limited amount of your information (sign-up date, name and your email address) to Active Campaign and utilise it to collect data for analytics purposes when you visit our website or use our

product. We also use it to send you emails about the Service as an addition to the lessons in de Online Persuasion Database.

## Contact Us

If you have any questions about these Terms, please contact us at [info@consumpsy.nl](mailto:info@consumpsy.nl)

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