

# TERMS AND CONDITIONS

The following terms and conditions govern all use of the [www.alisonzeidler.com](http://www.alisonzeidler.com) and [www.passage-to-power.com](http://www.passage-to-power.com) websites and all content, services and products available at or through the websites (the “websites”). The websites are owned and operated by Alison Zeidler (“Alison”) and are offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, our Privacy Policy) and procedures that may be published from time to time on this site by Alison or her assigns.

Please read this Agreement carefully before accessing or using the websites. By accessing or using any part of the websites, you agree to become bound by the terms and conditions of this agreement. If you do not agree to all the terms and conditions of this agreement, then you may not access the websites or use any services. If these terms and conditions are considered an offer by Alison, acceptance is expressly limited to these terms. The websites are available only to individuals who are at least 13 years old.

## Payment and Renewal

**General Terms.** By selecting a product or service, you agree to pay Alison the one-time and/or monthly or annual subscription fees indicated (additional payment terms may be included in other communications). Any subscription payments will be charged on a pre-pay basis on the day you sign up for a membership and will cover the use of that service for a monthly or annual subscription period as indicated. Payments are not refundable.

**Refund Policy.** All evergreen / do it yourself courses have a no refund policy once such course or program has been purchased.

Passage to Power program(s) offer a 10-day refund policy. Students can request a refund at 10-days with proof that they have given the course an honest shot. Proof can include completed worksheets, course progress, participation on live calls and/or in any Facebook Group. The refund policy expires at 11-days, meaning that students will no longer be eligible for a refund beyond 11 days from date of purchase. Students who are granted refunds may be barred from purchasing future programs as we only serve committed and dedicated students.

Automatic Renewal. Unless you notify us before the end of any applicable subscription period that you want to cancel a subscription, your subscription will automatically renew and you authorize us to collect the then-applicable annual or monthly subscription fee for such subscription (as well as any taxes) using any credit card or other payment mechanism we have on record for you. Upgrades can be canceled at any time by submitting your request to Alison in writing. Any subscription can be cancelled by providing Alison with 30-days written notice.

Support, if your service includes access to priority email support. "Email support" means the ability to make requests for support assistance by email at any time (with reasonable efforts by Alison to respond within [alison@alisonzeidler.com](mailto:alison@alisonzeidler.com) or other such designated email address) concerning the use of any program.

## General

Responsibility of Websites Visitors. Alison has not reviewed, and cannot review, all of the material, including computer software, posted to the websites, and cannot therefore be responsible for that material's content, use or effects. By operating the websites, Alison does not represent or imply that it endorses the material there posted, or that it believes such material to be accurate, useful or non-harmful. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. The websites may contain content that is offensive or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The websites may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. Alison disclaims any responsibility for any harm resulting from the use by visitors of the websites, or from any downloading by those visitors of content there posted.

Content Posted on Other Websites. We have not reviewed, and cannot review, all the material, including computer software, made available through the websites and webpages to which [www.alisonzeidler.com](http://www.alisonzeidler.com) and [www.passage-to-power.com](http://www.passage-to-power.com) and that link to those sites. Alison does not have any control over those non-Alison websites and webpages and is not responsible for their contents or their use. By linking to a non-Alison websites or webpage, Alison does not represent or imply that it endorses such websites or webpage. You are responsible for taking

precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. Alison disclaims any responsibility for any harm resulting from your use of non-Alison websites and webpages.

**Intellectual Property.** This Agreement does not transfer from Alison to you of any of Alison's or third party intellectual property, and all right, title and interest in and to such property will remain (as between the parties) solely with Alison.

**Partner Products.** By activating a partner product or service from one of our partners, you agree to that partner's terms of service. You can opt out of their terms of service at any time by deactivating the partner product.

**Changes.** Alison reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to check this Agreement periodically for changes. Your continued use of or access to the websites following the posting of any changes to this Agreement constitutes acceptance of those changes. Alison may also, in the future, offer new services and/or features through the websites (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.

**Termination.** Alison may terminate your access to all or any part of the websites at any time, with or without cause, with or without notice, effective immediately. If you wish to terminate this Agreement or your account, if you have one, you may simply discontinue using the websites. Notwithstanding the foregoing, if you have a paid services account, such account can only be terminated by Alison if you materially breach this Agreement and fail to cure such breach within thirty (30) days from Alison's notice to you thereof; provided that, Alison can terminate the websites immediately as part of a general shut down of our service. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

**Disclaimer of Warranties.** The websites are provided "as is". Alison and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Alison nor its suppliers and licensors, makes any warranty that the

websites will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the websites at your own discretion and risk.

**Limitation of Liability.** In no event will Alison or its suppliers or licensors, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to Alison under this agreement during the twelve (12) month period prior to the cause of action. Alison shall have no liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

**General Representation and Warranty.** You represent and warrant that (i) your use of the websites will be in strict accordance with the Privacy Policy contained here, with this Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, state, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from the United States or Canada or the country in which you reside) and (ii) your use of the websites will not infringe or misappropriate the intellectual property rights of any third party.

**Indemnification.** You agree to indemnify and hold harmless Alison, its contractors, and its licensors, and their respective directors, officers, employees and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the websites, including but not limited to your violation of this Agreement.\

**Miscellaneous.** This Agreement constitutes the entire agreement between Alison and you concerning the subject matter hereof, and they may only be modified by a written amendment signed by an authorized executive of Alison, or by the posting by Alison of a revised version. Except to the extent applicable law, if any, provides otherwise, this Agreement, any access to or use of the websites will be governed by the laws of the Yukon, excluding its conflict of law provisions, and the proper venue for any disputes arising out of or relating to any of the same will be the state and federal courts located in the Yukon. Except for claims for injunctive or

equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. (“JAMS”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in the Yukon, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys’ fees. If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties’ original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under this Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; Alison may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

## **DISCLAIMER**

The websites ([www.alisonzeidler.com](http://www.alisonzeidler.com) and [www.passage-to-power.com](http://www.passage-to-power.com)) and all information offered by Alison are for strictly informational purposes only. The information provided on the websites are a result of years of practical experience and research by the author. It is strictly opinion only. This information is not intended as a substitute for the advice provided by your physician or other healthcare professional or any information contained on or in any product label or packaging. Do not use the information on the websites for diagnosing or treating a health problem or disease, or prescribing medication or other treatment. Always speak with your physician or other healthcare professional before taking any medication or nutritional, herbal or homeopathic supplement, starting a fitness regimen, or using any treatment for a health problem. If you have or suspect that you have a medical problem, contact your health care provider promptly. Do not disregard professional medical advice or delay in seeking professional advice because of something you have read on the websites. If you are pregnant or nursing, please consult with your doctor. Information provided on the websites and the use of any products or services purchased from our websites by you DOES NOT create a healthcare provider-patient relationship between you and Alison Zeidler, and any company affiliated with our websites. Neither the author/blogger, websites hosting, other hosting, nor any distributors of this information

will be held accountable for the use or misuse of the information contained in the websites. The author/blogger, websites hosting and distributors of this information are not responsible for any adverse effects or consequences resulting from the use of any suggestions, product reviews, or procedures described in the websites. The author, Alison, and anyone associated with the websites does not assume any liability for the information contained herein, be it direct, indirect, physical, mental, consequential, special, exemplary, or other damages. Any information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration or Health Canada and are not intended to diagnose, treat, cure, or prevent any disease.

## **COPYRIGHT INFRINGEMENT AND DMCA POLICY**

As Alison asks others to respect its intellectual property rights, it respects the intellectual property rights of others. If you believe that material located on or linked to by [www.alisonzeidler.com](http://www.alisonzeidler.com) or [www.passage-to-power.com](http://www.passage-to-power.com) violates your copyright, you are encouraged to notify Alison in accordance with DMCA policy below:

This Digital Millennium Copyright Act policy (“Policy”) applies to the [alisonzeidler.com](http://alisonzeidler.com) and the [www.passage-to-power.com](http://www.passage-to-power.com) websites or services and any of its related products and services and outlines how Alison addresses copyright infringement notifications and how you may submit a copyright infringement complaint.

Protection of intellectual property is of utmost importance to us and we ask our users and their authorized agents to do the same. It is our policy to expeditiously respond to clear notifications of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act (“DMCA”) of 1998, the text of which can be found at the U.S. Copyright Office [websites](#). This DMCA policy was created with the help of [WebsitesPolicies](#).

Before submitting a copyright complaint to us, consider whether the use could be considered fair use. Fair use states that brief excerpts of copyrighted material may, under certain circumstances, be quoted verbatim for purposes such as criticism, news reporting, teaching, and research, without the need for permission from or payment to the copyright holder. Please note that if you

are unsure whether the material you are reporting is in fact infringing, you may wish to contact an attorney before filing a notification with us.

The DMCA requires you to provide your personal information in the copyright infringement notification. If you are concerned about the privacy of your personal information, you may wish to hire an agent to report infringing material for you.

If you are a copyright owner or an agent thereof, and you believe that any material available on our services infringes your copyrights, then you may submit a written copyright infringement notification (“Notification”) using the contact details below pursuant to the DMCA. All such Notifications must comply with the DMCA requirements. You may refer to a DMCA takedown notice generator or other similar services to avoid making mistake and ensure compliance of your Notification.

Filing a DMCA complaint is the start of a pre-defined legal process. Your complaint will be reviewed for accuracy, validity, and completeness. If your complaint has satisfied these requirements, our response may include the removal or restriction of access to allegedly infringing material. If we remove or restrict access to materials or terminate an account in response to a Notification of alleged infringement, we will make a good faith effort to contact the affected user with information concerning the removal or restriction of access. Notwithstanding anything to the contrary contained in any portion of this Policy, the Operator reserves the right to take no action upon receipt of a DMCA copyright infringement notification if it fails to comply with all the requirements of the DMCA for such notifications.

We reserve the right to modify this Policy or its terms related to the websites and services at any time at our discretion. When we do, we will revise the updated date at the bottom of this page. We may also provide notice to you in other ways at our discretion, such as through the contact information you have provided. An updated version of this Policy will be effective immediately upon the posting of the revised Policy unless otherwise specified. Your continued use of the websites and services after the effective date of the revised Policy (or such other act specified at that time) will constitute your consent to those changes.

Alison will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Alison will terminate a

visitor's access to and use of the websites if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Alison or others. In the case of such termination, Alison will have no obligation to provide a refund of any amounts previously paid to Alison.

If you would like to notify us of the infringing material or activity, we encourage you to contact us using the details here [zeidler1962@gmail.com](mailto:zeidler1962@gmail.com). This DMCA policy was last updated on May 21, 2023.

## PRIVACY POLICY

One of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by us and how we use it. If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us. This Privacy Policy applies only to our online activities and is valid for visitors to our websites with regards to the information that they shared. This policy is not applicable to any information collected offline or via channels other than the websites. Our Privacy Policy was created with the help of the Privacy Policy Generator.

**Website Visitors.** Like most website operators, we collect non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. Alison's purpose in collecting non-personally identifying information is to better understand how visitors use the websites. From time to time, Alison may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

**Gathering of Personally-Identifying Information.** Certain visitors to the websites choose to interact with Alison in ways that require her to gather personally-identifying information. The amount and type of information that Alison gathers depends on the nature of the interaction. For example, we ask visitors who sign up for newsletters to provide a name and email address. Commenters on blog and other posts may have collected their IP addresses and email addresses which can be visible and disclosed to the administrators of the blog/site where the comment was left.



Those who engage in transactions with Alison may be asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, Alison collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with Alison. Alison does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

**Aggregated Statistics.** Alison may collect statistics about the behavior of visitors to its websites and may display this information publicly or provide it to others. However, Alison does not disclose personally-identifying information other than as described below.

**Protection of Certain Personally-Identifying Information.** Alison discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on Alison's behalf or to provide services available at the websites, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using the websites, you consent to the transfer of such information to them. Alison will not rent or sell potentially personally-identifying and personally-identifying information to anyone.

Other than to its employees, contractors and affiliated organizations, as described above, Alison discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when Alison believes in good faith that disclosure is reasonably necessary to protect the property or rights of Alison, third parties or the public at large. If you are a registered user of a website and have supplied your email address, Alison may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with Alison and our products. If you send us a request (for example via email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. Alison takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally-identifying and personally-identifying information.

Cookies. A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to that website each time the visitor returns. Alison uses cookies to help Alison identify and track visitors, their usage of the websites, and their website access preferences. Website visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using our websites, with the drawback that certain features of our websites may not function properly without the aid of cookies.

Business Transfers. If Alison, or substantially all of its assets, were acquired, or in the unlikely event that Alison goes out of business or enters bankruptcy, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of Alison may continue to use your personal information as set forth in this policy.

Ads. Ads appearing on any of our websites may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by Alison and does not cover the use of cookies by any advertisers.

Privacy Policy Changes. Although most changes are likely to be minor, Alison may change its Privacy Policy from time to time, and in Alison's sole discretion. Alison encourages visitors to frequently check this page for any changes to its Privacy Policy. If you have a website account, you might also receive an alert informing you of these changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.