



TERMS OF USE

Latest update: January 1, 2021

Terms and Conditions of www.hrtradio.com regarding HRT Network

Users of the Services offered by www.hrtradio.com acknowledge and accept these terms and conditions.

Owner of www.hrtradio.com regarding HRT Network and related Services
14622 Ventura Blvd Ste. 2151 Sherman Oaks Ca, 91403
hello@hrtradio.com

AGREEMENT TO TERMS

Use of the online Services offered on www.hrtradio.com

Users are solely responsible for the use of online services offered on www.hrtradio.com, the use of which is done at their own risk and falls entirely under their responsibility.

Any explanatory texts provided in correspondence of the available services by no means substitute a legal opinion nor replace the assistance or advice of a professional. Such texts are merely intended to facilitate the use and understanding of the Service and are not exhaustive nor may they fit any specific case.

The Owner is merely a technical provider of the Services and may not in any way be held responsible for such use that the User makes of the same, nor shall the Owner be responsible for the User's achieving its purposes of use of the Service.

Content provided by the User

Users are responsible for their content and that of third parties that they share through www.hrtradio.com that they upload and post on or through www.hrtradio.com, or that they transfer by any other means. Users confirm that they have all the necessary consents from third parties whose data and/or content they share with the Owner and hereby indemnify the Owner for any liability or claim arising against the Owner in connection with illegal distribution of third-party content or unlawful use of the Service.

The Owner does not moderate the content provided by Users or by third parties but will

act if complaints are received from Users or if orders are issued by the public authorities regarding content deemed offensive or illegal.

Rights over content provided by Users

The only rights granted to the Owner about the content provided by Users are those necessary to operate and maintain .www.hrtradio.com

Content provided by third parties

The Owner does not moderate the content or links provided by third parties before their publication on www.hrtradio.com The Owner is not responsible for the content provided by third parties or for its availability.

Services provided by third parties

Users may use third-party services or content included in www.hrtradio.com, but they must be aware of these third parties' terms and conditions and have given consent to them. Under no circumstances will the Owner be deemed liable for the proper functionality or availability, or both, of third-party services.

Registration

To use the Service or any part of it, Users must register truthfully and completely by providing all the required data in the relevant registration form. The Users must also accept the Privacy Policy and these Terms and Conditions in full. Users are responsible for keeping their login credentials confidential.

It is understood that the Owner shall not be held responsible under any circumstances in case of loss, disclosure, theft, or unauthorized use by third parties, for whatever reason, of the User's access credentials.

Deleting User accounts and account termination

Registered Users can cancel their accounts and stop using the Service at any time, through the interface of www.hrtradio.com or by directly contacting the Owner.

The Owner, in case of breach of the Terms by the User, reserves the right to suspend or terminate the User's account at any time and without notice.

Responsibilities and duties of the User

It remains the exclusive responsibility of the User to ensure their operations are under the applicable rules. The Service should be understood as an instrument of mere support of the User and under no circumstances replace the advice given by an expert.

In particular, about the hypnotherapy, which is carried out autonomously by the User, who remains solely responsible concerning the verification of compliance with the hypnotherapy to their activities and the provisions of law.

Purchase

Purchasing process

Any order placed is an offer to purchase the Service. Orders are subject to availability and are accepted at the discretion of the Owner. Users must select the desired Service, choosing the type and duration that best suit them, and check out only after having carefully verified the information contained in the Order Summary Form of the Order. The Order is placed on confirmation of the Order and is subject to payment of the amount charged in the Order Summary.

The Order Processing Receipt does not constitute acceptance of the Order. The contract shall be concluded at the time of the Order Confirmation by the Owner to the email address provided by the User. The Owner reserves the right not to confirm an order, should one or more of the Services purchased be unavailable. In this case, the Owner will notify the User about the unavailability of the Services purchased within 5 working days from order – to the email address associated with the purchase – and will provide for a refund of any amounts paid by the User.

To place an order, Users must register on the site providing the requested data. The indicated prices include taxes, fees of the law applicable. The Owner reserves the right to offer discounts and various promotions throughout the year. For more details on current promotions, the User is asked to contact the Owner via the contact information contained herein.

Recurring subscription

Some of the Services offered by www.hrtradio.com are available via recurring subscriptions. In this case, payments start from the date when Users choose a paid subscription or modify another existing payment plan. The subscription must be renewed at each payment cycle to maintain the benefits provided by the paid services.

Automatic renewal

Recurring subscriptions are renewed automatically through the payment method that the User chose at the time of purchase. The renewed subscription will last for an equal period as the original service period. Users may cancel automatic renewal at any time by changing their preferences for the payment method used. If the User cancels an automatic renewal, then www.hrtradio.com may be forced to cancel their subscription when it runs out.

Automatic update of subscription plans

Some subscription plans available on www.hrtradio.com may be automatically updated if the defined use thresholds as outlined in the User's current plan are exceeded. In these cases, the subscription plan will be automatically updated to the level that fits the User's needs to ensure the continuity of the provision of the Service.

The methods of payment used correspond to the payment method the User has chosen for subscribing to the original plan. The User is obliged to check that these payment methods are valid to allow the automatic update of the subscription plan to function properly. If the payment methods are chosen by the User result unfit or unsuitable for use, the Owner may be forced to suspend the provision of the Service.

The User is free to turn off this automatic upgrade feature through the Service interface or by contacting the Owner. In this case, however, if the User exceeds the maximum use thresholds as outlined in the chosen subscription plan and fails to independently perform the update to the respective necessary plan, the Owner might be forced to suspend the provision of the Service.

In any case, the Owner will attempt to do its best to alert the User via email upon approaching the maximum use thresholds and, therefore, about the need to update the current subscription plan.

Disabling the service, withdrawal, and refund

Users may discontinue the Service at any time using the tools provided in the interface of www.hrtradio.com or by contacting the Owner directly.

When disabled, Users are not allowed to claim for payments already made even if these relate to unused portions of the Service purchased.

The Owner reserves the right, however, in its sole discretion and without involving charges or obligation to Users generally, to grant reimbursement in very exceptional

cases after evaluating the specific circumstances of the case.

Per the right of withdrawal, the User may, within 14 days from the date of activation or payment of the Service, make a refund request, by sending a notice to the Owner via the contact information provided in this document and including any information necessary to identify the purchase to which the claim relates.

Refunds will be made within 14 days after receipt of the request using the same payment method involved during the original purchase.

For more information or assistance regarding a refund request, the User is asked to contact the Owner via the contact information provided on www.hrtradio.com

Methods of payment

www.hrtradio.com uses third-party tools for its payment processing and is not connected with any of the provided payment information – such as the credit card – in any way.

If the owner of any of such third-party tools refuses to authorize a payment, the Owner cannot provide the Service and will therefore not be liable for any delay or failure to deliver.

Duration

The duration of the Service is indicated at the moment of payment of the price and confirmed in the Order Confirmation email sent by the Owner.

Changing the payment plan

Users are free to change the chosen payment plan at any time.

In case the User modifies their current payment plan, the portion of the previous plan that has not yet been used shall be converted into a bonus which can be applied to the plan the User is switching to, on a pro-rata basis and in the form of a free period.

If a currency conversion is required, the exchange rate criteria outlined in the specific paragraph of the present document shall apply.

Currency conversion

The exchange rate is the one established by the payment processor. In lack of such a rate, www.hrtradio.com will use the rate established by the European Central Bank at the moment of the relevant transaction.

The Service is provided “as is”

The Service is provided by the Owner “as is”, with no express or implied warranty for accuracy or availability.

Service interruption

The Owner reserves the right to add and remove functionalities or features as well as suspend or even discontinue the Service, either temporarily or permanently. In case of final discontinuation, the Owner will do the utmost to allow Users to withdraw their information held by the Owner.

Service reselling

Users are not allowed to reproduce, duplicate, copy, sell, resell or exploit any portion of www.hrtradio.com and its Service without the Owner’s express prior written permission, granted either directly or through a proper reselling program.

Indemnity

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, and employees, as the case may be, harmless from and against any claim or demand, including without limitation, reasonable lawyer's fees, and costs, made by any third party due to or arising out of the User’s content, use of or connection to the Service, violation of these Terms, or violation of any third-party rights.

Forbidden use

The Service shall be used only by these Terms.

Users may not:

- reverse engineer, decompile, disassemble, modify or create derivative works based on www.hrtradio.com or any portion of it;
- circumvent any technology used by www.hrtradio.com or its licensors to protect content accessible via it;
- copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through www.hrtradio.com ;
- use any robot, spider, site search/retrieval application, or another automated device, process or means to access, retrieve, scrape, or index any portion of www.hrtradio.com or its content;
- rent, lease or sublicense www.hrtradio.com;
- defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
- disseminate or publish content that is unlawful, obscene, illegitimate, defamatory or inappropriate;

- use www.hrtradio.com in any other improper way that violates these Terms.

Privacy policy

For information about the use of their data, Users must refer to the Terms of the Condition privacy policy of www.hrtradio.com which is hereby considered to be part of these Terms.

Intellectual property rights

All trademarks, nominal or figurative, and all other marks, trade names, service marks, wordmarks, illustrations, images, or logos that appear concerning www.hrtradio.com are and remain, the exclusive property of the Owner or its licensors and are protected by the laws in force on trademarks and by related international treaties.

Age eligibility

Users declare themselves to be adults according to their applicable legislation. Under no circumstance may persons under the age of 13 use www.hrtradio.com.

Limitations of liability

www.hrtradio.com and all functions accessible through www.hrtradio.com are made available to the Users under the terms and conditions of the Agreement, without any warranty, express or implied, that is not required by law. In particular, there is no guarantee of suitability of the services offered for the User's specific goals.

www.hrtradio.com and functions accessible through www.hrtradio.com are used by the Users at their own risk and under their responsibility.

The Owner, within the limits of applicable law, is liable for contractual and non-contractual damages to Users or third parties only by way of intent or gross negligence, when these are immediate and direct consequences of the activity of www.hrtradio.com. Therefore, the Owner shall not be liable for:

- Any losses that are a not direct consequence of the breach of the Agreement by the Owner;
- Any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- Damages or losses resulting from interruptions or malfunctions of www.hrtradio.com due to acts of force majeure, or at least to unforeseen and unforeseeable events and, in any case, independent of the will and extraneous to the Owner's control, such as, by way of example but not limited to, failures or disruptions of telephone or electrical lines, the Internet and/or other means of transmission,

unavailability of websites, strikes, natural disasters, viruses and cyber-attacks, interruptions in the delivery of products, third-party services or applications;

- Incorrect or unsuitable use of www.hrtradio.com by Users or third parties.

Changes to these Terms

The Owner reserves the right to modify these Terms at any time, informing Users by publishing a notice within www.hrtradio.com.

Users who continue to use www.hrtradio.com after the publication of the changes accept the new Terms in their entirety.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation or subcontract all or any rights or obligations under these Terms, as long as the User's rights under the Terms are not affected.

Users may not assign or transfer their rights or obligations under these Terms in any way without the written permission of the Owner.

Contacts

All communications relating to www.hrtradio.com must be sent using the contacts stated in this document.

Severability

If any provision of these Terms is invalid or unenforceable, that clause will be removed and the remaining provisions shall not be affected and will remain in force.

Governing law and jurisdiction

These Terms and any dispute concerning the implementation, interpretation, and validity of this agreement are subject to the law, the jurisdiction of the state and to the exclusive jurisdiction of the courts where the Owner has their registered offices. An exception to this rule applies in cases, where the law provides a sole place of jurisdiction for consumers.

Online dispute resolution for consumers

The consumer resident in Europe must be aware that the European Commission has established an online platform for alternative dispute resolutions that provides for an out-of-court method to solve any dispute related to and stemming from online sale and service contracts. As a consequence, if you are a European consumer, you can use such a platform for resolving any dispute stemming from the online contract entered into with the Owner. The platform is available at the following link.

The Owner is available for any questions via the email address posted under the Owner's information in this document.

Definitions

Terms and Conditions (or Terms)

These Terms and Conditions, which constitute a legally binding agreement between the User and the Owner.

Order Processing Receipt

Indicates the email that the Owner sends upon receipt of the order.

Order Confirmation

Indicates the email that the Owner sends as shipping confirmation at the moment when the purchased products, or parts of them, are being dispatched.

Example withdrawal form

Addressed to the Owner [using their complete contact info]: I/We (*) hereby give notice that I/we (*) cancel my/our (*) contract of the sale of the following goods (*)/for the provision of the following service (*), Ordered on (*)/received on (*), Name of consumer(s), Address of consumer(s), Date

Service

The services are offered by the Owner to the User via .

www.hrtradio.com

User

The natural or legal person who, as part of managing a website, makes use of the Products or Services provided by the Company.