

TERMS OF AGREEMENT AND DISCLAIMERS

(WEBSITE TERMS OF USE)

By using this site, you are consenting and agreeing to these terms of use. **If you do not agree to the terms of use as set forth herein, please discontinue using the site immediately!**

1. COPYRIGHT AND RESTRICTIONS ON USE OF MATERIALS

The collection, arrangement and assembly of all content provided on the website including, but not limited to text, graphics, photographic and/or video images is our property and is protected by U.S. and international copyright laws. You agree to use information obtained from this website only for your own private use or the internal purposes of your home or business and you will not sell or broker any information obtained from this website. You further agree that you will not cause or permit to be published, printed, downloaded, transmitted, distributed, re-engineered or otherwise reproduced in any form any part of our training manual, DVD, video or website. Any unauthorized use of this website or any portion of it including, without limitation, any form of reproduction or distribution, may result in severe civil and criminal penalties and will be prosecuted to the fullest extent of the law.

2. NO RETURN/NO REFUND POLICY

Choose carefully as we do not refund if you change your mind. Our policy is that all sales are final and may not be cancelled nor may merchandise be returned for refund or credit exchange. However, we will replace a failed DVD and/or video if you return it within fourteen (14) days of purchase. When a product is returned because you believe it is faulty and the fault cannot be observed by our internal testing, the DVD/video may need to be tested by the manufacturer. In such cases, the testing process may result in delays of up to twenty-eight (28) days before we can determine whether a replacement of a failed DVD/video will be issued. If we choose to have the DVD/video replaced, we will do this at our cost and return the DVD/video replacement to you promptly.

3. CLAIMS OR REPRESENTATIONS

Every effort has been made to fairly and accurately represent the product and the training programs we provide. If, after receiving our training, you decide that you want to start a business making ceramic hand, foot and/or pet prints, then it is really up to you as to how much income you can and will make. Because everyone is unique and has special skills and talents, as well as factors, which are completely beyond our control such as your personal resources and health, there is no way that, we can guarantee how successful you will be. You, and you alone, will control the income that you make from your business. This is NOT a "get rich quick" scheme, is NOT a franchise, and is NOT a marketing plan where we assist you in developing and/or selling your product. What we are offering is an opportunity to learn the ceramic hand, foot and pet print business from us, using the techniques and trade secrets which we have developed over many years and which has proved to be successful for us.

We do not sell any products required for the ceramic hand, foot and/or pet business. The selection of any and all of those items is strictly your decision (although we are happy to recommend reputable suppliers upon request). For those reasons we are not and cannot be responsible for the selection, comprehensive training, purchase and/or maintenance of your kiln(s) or any other product.

In describing our training and the potential benefits that you could expect to receive, our materials may contain words or statements that express our hopes, expectations or

forecasts for your future earning potential. Those "forward looking statements" can be identified by words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance. You are advised that any and all such forward-looking statements, whether on our website or in our training materials (whether written or spoken), are intended by us to express our opinion of earning potential. However, as mentioned, many factors will be important in determining your actual results and almost all of them are out of our control. For those reasons we cannot and do not guarantee that you will receive results similar to ours or anyone else. In fact, there are no guarantees that you will achieve any results from our ideas, training or techniques.

The facts and information provided at this website and in our training program are believed to be accurate at the time they were placed on the website and or composed for the training package. However, changes may be made at any time without prior notice. All information provided by us on this website, or in our training manual, DVD and/or video, is for information purposes only. This information is not intended to provide you with specific legal, financial and/or tax advice and you may not rely upon any such information for those purposes.

4. LIABILITY MATTERS

Working with clay, glazes and kilns can be dangerous. We have made every effort to provide instructional materials, which will teach you how to stay safe. However, you will ultimately be working on your own, without our direct supervision. Therefore, you agree that we are not responsible for any injury sustained, whether to person, pet or property, in the process of your making any ceramic print or other like product as a result of entering into any agreement with us. You further agree that, to the fullest extent permitted by law, we are not liable for any special or consequential damages that may result from the use of, or the inability to use, the materials provided in the training package or on our website even if we have been advised of the possibility of such damages. In no event will be liable for any damages, losses and/or causes of action (whether in contract, tort, including but not limited to, negligence or otherwise) in an amount in excess of the amount paid by you, if any, for accessing this website or paid by you for any training provided by us.

We have not and cannot make any guarantee or promises of any kind with respect to the specific results of your efforts. Each person is a unique individual with special talents but also weaknesses. It is impossible for us to know in advance of working with you what ability you may have to produce ceramic hand, foot or pet prints. Accordingly, we make no guarantees of any kind and we are not responsible for the success of your business as a result of having received any training from us and/or the defect of any ceramic prints produced by you.

We have not, do not and cannot make any express warranties of any kind or nature with respect to your ability to earn money or produce defect-free products as a result of entering into any training with us. In addition, you agree that you have not relied upon any implied warranties as a condition of entering into training with us and, therefore, to the fullest extent permitted by law, you waive any and all implied warranties which otherwise might apply.

5. OTHER LEGAL STUFF

Our in-studio training will take place in Morro Bay, California, which is located in San Luis Obispo County. In addition, all of our training materials have been produced by us in Morro Bay. For those reasons, these terms of agreement and disclaimers, together with all of our training materials (whether written, video or spoken), shall be governed

by, construed and enforced in accordance with the laws of the State of California as it is applied to agreements entered into and to be performed entirely within California. In addition, venue on any action, which directly or indirectly results from your participation in, any training offered by us (including, without limitation, any use made by you of this website or any of our training materials) will be in the courts of San Luis Obispo County, California. However, if the action is brought by us against you for a matter, which is in the exclusive jurisdiction of the federal courts, then venue shall be in the courts of the federal district, which then encompasses San Luis Obispo County, California.

Ross and Hedy Hale
for Free As A Breeze. Ltd.