

Terms and conditions

Please read these terms of use carefully before you start to use the site. By using tooliers.com, you agree to comply with these terms and conditions.

1 TERMS EXPLAINED

The terms below are explained:

- “the platform” or “the site” is interchangeably used for tooliers.com
- “we” or “us” or “our(s)” refers to the company that provides and operates the platform.
- “visitor” refers to a person who visits the site, without registering, and simply accesses the information contained on the site.
- “user” refers to a person who registers with the site and uses free products, but does not make any purchase.
- “client” refers to a person who uses the products displayed on this website, and (s)he has paid for them.
- “you” refers to any one of the following: visitor, user, client.
- “products” represent all the tools and services displayed on the website, regardless of their value, whether or not they are offered free of charge, or for a fee.
- “process” refers to the steps that visitors need to undertake to use our services.

The site is owned and operated by Catalyst Partners Ltd, a company registered in the UK under Company Number 4952526, VAT Registration No 858 2115 20.

The products available on the site have been developed by and belong to third parties.

2 PURPOSE – OUR ROLE

Our purpose is to provide an online platform where entrepreneurs and managers can find relevant information and tools to achieve more value with their businesses. We allow third party product developers or/and owners to list and sell the usage of their products on tooliers.com. As a platform operator, we help facilitate transactions carried out on tooliers.com, however we are neither the owners nor the sellers of the products displayed. For claims and any other issues relating to products, please contact the seller (mentioned under each product name).

3 USERS' OBLIGATIONS

In order to use the services provided and to be able to test or buy products, you must register with the site.

You must accept the terms contained by this agreement before becoming a user. By becoming a user, you agree to the following:

- You are at least 18 years of age
- You must create your user account yourself. You are responsible for keeping the confidentiality of your account and password, which you must not disclose to any third party, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account and password. You should inform us immediately if you have reasons to believe that your password is being or is likely to be used in an unauthorized manner.
- You will provide honest answers to the questions provided by the tests displayed on our site. The answers are true and accurate to the best of your knowledge. You are responsible for all the information you provide: including, but not limited to answers to the tests, payment details, account information.
- Once you have paid for a product, the product is available for you to use for 30 days. It is your responsibility to complete the tests in order to get the report within this period.

- You must use the products in the appropriate way, for the purposes that the products have been developed. Any violation of this clause may lead to your account being disabled.
- You must not use the site: a) in any way that can cause tooliers.com and/or the products and services offered on the site to be damaged, impaired or interrupted; b) for fraudulent purposes or in connection to any unlawful activity; c) to cause annoyance, inconvenience or anxiety.
- You must use appropriate language in the posts you submit on our site. We retain the right to delete those posts that we consider inappropriate.
- You must respect the intellectual property, copyright and author's rights as they are detailed in the specific section of this agreement. Visitors, users and clients are not allowed to reproduce, copy or duplicate any text, images or videos presented on this site without our express written permission or without mentioning the source.
- You must take your own precautions to ensure that the way you access this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- **EARNINGS DISCLAIMER:**
- When addressing financial matters in any of our websites, videos, newsletters, programs introduced to you or other content, we've taken every effort to ensure that we accurately represent what the programs consist of and their ability to grow your business and improve your life. However, we do not guarantee that you will get any results or earn any money using any of the ideas, tools, strategies or recommendations you get from us. Nothing on our site is a promise or guarantee to you of future earnings.
- **YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE ANY AND ALL OF THE PRODUCTS IS AT YOUR SOLE RISK.** By purchasing any and all of the Products, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your earnings, business profit, performance, or results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, business savvy, network and financial situation, to name just a few. You also understand that any testimonials or endorsements by our customers or audience represented on the programs displayed on Tooliers, websites, content, landing pages, sales pages or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no legal, medical, psychological or financial advice.

4 PRIVACY POLICY

Data Controller

The site is owned and operated by Catalyst Partners Ltd and is subject to Data protection regulations. Catalyst Partners is registered as Data Controller at Information Commissioner's Office (UK).

Information Gathered About You

We process information in order to be able to handle orders, deliver products / services, process payments, communicate with you about orders, offers, promotions, update our records and maintain your account, display customer's reviews, respond to your requests.

We receive and store any information you enter on our website or provide to us in any other way (account information, search history, orders history).

By using our site, you consent to such processing and you warrant that all data provided by you is accurate, and the information submitted by you does not infringe or breach any confidentiality restrictions you have in place with third parties.

Cookies

Cookies are unique identifiers that we transfer to your device to enable our systems to recognize your device and to provide features relevant to you.

The "help" feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as flash cookies, by changing the add-on's settings or visiting the website of its manufacturer. Because cookies allow you to take advantage of some of tooliers.com's essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to use any products and services that require you to sign in to the website.

Information Security

We have in place reasonable commercial standards of technology and operational security to protect all information provided by users via this website from unauthorized access, disclosure, alteration, or destruction.

We do not store credit card details nor do we share customer details with any 3rd parties.

Access to Information

Visitors who choose to register with this website may contact us to correct and update their details, or unsubscribe at any time. Users who would like to request a copy of their personal information should contact us. In all cases we will treat requests to access information or change information in accordance with applicable legal requirements.

Information Sharing

We do not sell information about our customers to others, but we do share certain types of information with third parties such as: product sellers, companies that provide marketing assistance, payment processors. They have access to personal information needed to perform their functions, but may not use it for other purposes. All of the above mentioned third parties must process data in accordance with these conditions and the applicable data protection laws.

By using our services you give us permission to include your name and brand in our promotional materials. We may include you in our customers list and use some of your reviews / written references about our services.

We can release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply our Terms and Conditions and other agreements; or protect the rights, property, or safety of our platform, our visitors, users and clients, or any other third party. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. However, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in these terms and conditions.

5 USERS' POSTS

Users may post comments, reviews and other content on the website, as long as the content is not illegal, obscene, defamatory or injurious and does not contain software viruses, political or commercial campaigns, mass messages or any form of "spam". We retain the right to delete any posts that we consider inappropriate.

You agree that we have the right to use, publish, translate, and display in media the content or materials you post on our website.

You agree that you are responsible for owning or controlling the rights to the content you post. You agree to indemnify us for all claims in connection with the content or material that you supply.

6 ELECTRONIC COMMUNICATION AND AGREEMENTS

We use electronic means to communicate with you in any aspect of our relationship: orders, offers, promotions, update our records and maintain your account, display customers' reviews, respond to your requests, etc.

Electronic communication includes, but is not limited to, emails, notices and other information posted on our website, and has the same legal value as written communication.

We communicate only with those users that seek and accept our communication. We will immediately remove anyone that wishes to be removed from our mailing list.

Your use of the services offered by tooliers.com includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions represent your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement to be bound by electronic submissions applies to all records relating to all transactions you are involved with on this site, including notices of cancellation, policies, and contracts. In order to access and retain your electronic records, you may be required to have certain hardware and software, which remain within your responsibility.

7 DELIVERY POLICY

Some tools or programs are free to use, some are offered for a fee. You must ensure your payments are up to date in order to get full access. Failure to maintain your payments for each product offered on the site, may lead to your access being terminated.

All products and programs on Tooliers are being delivered electronically / in digital format.

8 REFUND / CANCELATION POLICY

You may obtain a refund within 30 days from your purchase, should you consider you are not getting value from using the product you have purchased.

9 INTELLECTUAL PROPERTY

All content made available through tooliers.com, is the property of Tooliers Inc or its content suppliers and is protected by the US and international copyright and authors' rights laws.

The look and feel of this website and the graphical user interface is strictly our intellectual property. You may not reproduce, adapt, upload, link, frame, broadcast, distribute or in any way transmit this copyright or intellectual property without our written consent, other than to the extent necessary by law.

The tools provided on the website have been created to be used for specific purposes. They are licensed per-usage only. By making the payment, you do not become the owner of the tools used.

You may not utilize parts of the content of any product or service without the express written consent of its owner.

Your company brand remains your intellectual property; however by using our services, you give us permission to include it on our customer list as published on our website and to use it in press releases.

We respect the intellectual property of others. If you think that your intellectual property rights have been violated, please send us a written notice.

10 LIABILITY

We will do our best to ensure the availability of the website will be uninterrupted and error-free. However, due to the nature of the internet and considering the involvement of third parties, we cannot guarantee or warrant that. From time to time, we will perform

maintenance on the server to release new versions of the software or hardware. When this happens, your service may be temporarily interrupted.

Although we use our best efforts to ensure the safety of our systems, we cannot guarantee that this website or the servers that make it available are free of any virus or other harmful elements. We do not accept responsibility for any loss, however caused, including through negligence, which you may directly or indirectly suffer in connection with your use of this website or the data stored or accessed through it.

We cannot be held responsible for any misuse of the tools offered on our site.

There are third party developers of the tools made available on our website. In addition, we provide links to sites of affiliated companies and certain other businesses. We are not responsible for evaluating, and we do not warrant the offerings of these third parties or the content of their websites. We do not assume any liability for the product, actions or websites of third parties.

You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that we are not in any way responsible for any such use by you.

You shall indemnify us and keep us fully indemnified against any claims, losses, damages, costs, expenses (including, without limitation, reasonable legal expenses) or other liability incurred by us in respect of any infringement of our rights (including, without limitation, intellectual property rights) arising from your use of the Products displayed on tooliers.com.

We do not give any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information, materials, products and services found or offered on this website for any particular purpose. You acknowledge that such information, materials, products and services may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

We accept no liability for any failure to comply with these terms of use where such failure is due to circumstances beyond our reasonable control. If we waive any rights available to us under these terms of use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

11 LAWS APPLIED

These Terms are governed by US law and you submit to the non-exclusive jurisdiction of the United States courts. Nothing in this clause shall prevent or restrict us from pursuing any action against you in any Court of competent jurisdiction.

12 CHANGES

We reserve the right at any time to modify the present Terms and Conditions and to include new or additional stipulations.

The information, features, pricing or content on this website may change without notice so we recommend that you check our website for changes before acting upon material previously obtained from this website.

Your continued use of the website following any changes will represent an agreement by you to be bound by the terms as amended.

13 VALIDATION

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

14 CONTACT

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