

STANDARD TERMS AND CONDITIONS

These Terms and Conditions cover Living in Balance (LBI) of Modesto, CA. We strive to answer all CUSTOMER Care email and phone messages within forty-eight (48) business hours (weekends and holidays excluded).

All products, programs, courses, workshops, events and services purchased on this website, at an event, or over the phone are considered final unless the agreement is canceled within two (2) business days from the order date (excluding Sundays and holidays). The cancellation must be a signed and dated request by from the CUSTOMER stating that you are canceling the agreement as executed, and must be received by mail or fax 209-544-6438 within two (2) business days from the order date as substantiated by the credit card, debit card or PayPal processing date.

It is your sole responsibility to have, maintain and use a computer that is considered customary and standard complete with a browser, Internet connection, free version of Flash, free version of QuickTime, and free version of Acrobat Reader to participate in products and programs offered.

Possession, participation or use of any book, content or program does not give the CUSTOMER rights to use any process or steps with its clients to develop communications or a business from, or to derive income through this process. All products, services, courses, programs, workshops or events are sold with the understanding that IP is not engaged in rendering legal, medical, accounting, or other professional services. If legal or other expert assistance is required, the services of a competent professional should be sought.

Specifically:

A. Products and Programs

1. All physical products, books, workbooks, CDs, etc., are 100% guaranteed against defects in workmanship. Please notify us within five (5) business days, excluding Sundays and holidays, of receipt of any product's defects so that we may replace the products at no cost to you.

In unlikely event of damage during shipment or receipt of the wrong product, please contact us at 209-492-8745. Once your order is confirmed, a replacement will be shipped. You are required to return the damaged product to:

Returns
Lynn Telford-Sahl
3430 Tully Rd., Ste. 20-284
Modesto, CA 95350
Lynn@lynnelfordsahl.com

If the damage product is not received within thirty (30) days you will be charged for the replacement shipment.

2. If free shipping is indicated when purchasing any product, that product will be shipped ground or surface transportation, and free shipping is not available outside of North America. Regardless of the method of shipment, paid or free, international tariffs or brokerage fees are not included and are the responsibility of the CUSTOMER.

3. Every effort will be made to process your order within twenty-four (24) hours if received by 11:00 AM PT and based on availability unless an out of stock condition exists, all others within forty-eight 48 hours, weekends and holidays excluded. The shipping duration will be based on availability, the carrier and shipping method you select. If shipping is delayed or lost due to inaccurate or incomplete customer information, the customer must place a new order. Otherwise, if shipping is delayed or lost due to the carrier or processing, we will replace the order and ship it at no cost to the customer.

4. If your order is International or ships to an address different than the billing address, you are required to fax a note referencing your order no. and authorizing the alternate shipping address. In addition, include a copy of the front and back of the credit card and fax the note and credit card copies to 209-544-6438.

5. Order data and information entered via the web site is the sole responsibility of the CUSTOMER. We can not guarantee that any emailed or faxed shipping addresses will be stopped prior to shipment. Any shipping delays and costs for re-direction or re-shipping including product cost is the responsibility of the CUSTOMER. We can guarantee email delivery of any notice, and non-receipt is not a reason for a refund. Call 800-457-9713 x202 if you suspect that you are not receiving notices.

6. If a payment plan is chosen for any product or service and any of the scheduled payments are not received, we reserve the right to refuse entry into any online support, tele-class, tele-course or one-on-one meetings that may be a part of the product or service. Once all payments have been made entry will resume.

7. Information, Teleseminars and all Products are offered as non-legal, non-accounting, non-medical advice and counsel in matters of creativity, communications, branding, marketing, advertising, and business development & management. This time CANNOT be used for design services. Any scheduled sessions canceled in less than 24-hours beforehand will result in forfeit of the time booked whether paid for or gifted. If appropriate the CUSTOMER will be billed for the canceled session. All paid for programs must be used within one-year from sign-up and are non-transferable, unless expressly defined to the contrary in writing.

8. Anyone transferring from one tele-class, tele-course or program to another will be charged a \$25 transfer fee, due and payable at the time of the request.

B. Workshops, Intensives and Events

1. Any workshop or seminar must be paid in full or current in the payment plan a minimum of two (2) business days prior to the desired workshop or seminar. All workshop or seminar fees are non-refundable but can be transferred to another workshop or seminar date if notified ten (10) business days prior to the original workshop or seminar. Otherwise any workshop or seminar fee cannot be transferred, and is non-refundable.

2. Anyone transferring from one workshop to another will be charged a \$25 transfer fee, due and payable at the time of the request. All transfers expire within one (1) calendar year from the original date of purchase.

3. All special pricing offered and committed to at any workshop must be paid within two (2) business days. Otherwise, the regular retail prices published on this site shall prevail. Any special pricing products or services can be purchased, paid for and used for up to six (6) months in the future.

4. All products and services purchased at an event or workshop produced by us or any other promoter are considered final unless the agreement is canceled within two (2) business days from the order date (excluding Sundays and holidays). The cancellation must be a signed and dated request by you, the buyer, stating that you are canceling the agreement as executed and must be received by mail or fax (209-544-6438) within two (2) business days from the order date.

5. By attending a workshop or tele-class or participating in a testimonial acquisition program, you agree to grant the use of your likeness or voice or text quote for promotional use of any process or program. You further agree that all right, title to, and interest in films, videotapes, photographs, recordings and transcripts of your appearance, voice and words, as well as any and all elements thereof shall be LIB's sole and exclusive property, including, without limitation, the right to edit, copy, exhibit, transmit, perform, license, sell and otherwise exploit all or any portion thereof in any and all media, whether now or hereafter known, throughout the world in perpetuity, without restriction or limitation. Wherever possible, your likeness, voice or text will be credited with your name, business or website. If you see the use of your likeness or voice or text quote, and would prefer that it not be credited with your name, business or website just contact us at <http://www.lynnelfordsahl.com>, or fax us at 209-544-6438 and let us know.

6. Any previous fully-paid attendee may personally attend the same workshop for 50% of the current fee. This benefit is non-transferable.

7. Guarantees - Money-back guarantee on coaching or seminars, IF you've done your part of the work and we haven't kept our commitment to do ours.

C. Product and Program Upgrade Guarantee

1. Any CUSTOMER can retake any course, event or Intensive for 50% of the current investment plus any shipping, handling and taxes, if appropriate.

D. Lynn Telford-Sahl and LIB - General Services

1. All work is done as a work-for-hire and all results are the property of you (the CUSTOMER), when all invoices are paid in full. Services will begin upon receipt of the executed agreement and retainer.

2. Time is of the essence. Once a schedule is determined and mutually agreed upon, prompt response by the CUSTOMER is required for all review and approvals. To meet the targeted delivery dates, all CUSTOMER reviews and required approvals must be completed within twenty-four (24) hours of receipt of comp/proof. Any Delays can result in rush charges or affect the final delivery date.

3. All invoices are Net Due upon Receipt and payable by check or credit card. All pre-approved reimbursable expenses and any applicable taxes must be paid in cash or check as requested. Payments made via credit card or echeck may carry up to a 3% processing fee, and use must be pre-approved.

9. All late payments will carry a one time financing fee of 3%, and a monthly interest rate of 1.5%. All returned checks will carry a \$15.00 fee, and any resultant bounced checks will carry a fee of \$40.00.

10. Any fees, charges, bills, interest etc., incurred from an attorney and/or a collection agency to collect any outstanding balances that are past due shall also be payable.

11. Our liability under this agreement shall not exceed fees paid to us by CUSTOMER.

12. We shall be credited on all materials designed under this agreement. The size and placement of the credit shall be tasteful, proportional and in harmony with the CLIENT's materials.

13. This agreement shall be construed and enforced under and pursuant to the laws of the State of California.

14. In connection with any effort to enforce this Agreement or in connection with any matter related to this Agreement, including litigation, appellate and bankruptcy proceedings, suits to enforce post-closing obligations and any other manner of legal proceeding, the prevailing Party shall be entitled to recover all expenses, including costs and reasonable attorneys' fees.

CONTACT US

If you have any questions, comments or concerns regarding our Terms and Conditions and/or practices, please contact us at the following web address: <http://www.lynnelfordsahl.com> or write us at:

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Modesto, CA 95350
Lynn@lynnelfordsahl.com