

Shanora.net Terms of Service

Last updated: June 23, 2020

TERMS OF SERVICE

The following document outlines the terms of use (“Terms”, “Terms of Service”) of the Shanora.net website.

Please read these Terms of Service (“Terms”, “Terms of Service”) carefully before using the Services offered on this website, shanora.net (the “Service”) operated by Shanora, LLC (“us”, “we”, or “our”). You can also review our [Privacy Policy](#), which outlines our practices towards handling any personal information you may provide us.

Before using any of the Shanora.net services, you are required to read and agree to these terms. You may only purchase our Service after reading and accepting these terms.

ACCEPTANCE OF TERMS

The web pages and services available at shanora.net (“Site”) are owned and operated by Shanora, LLC. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing the Site or using any services available on the Site you are agreeing to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

CHANGE

We reserve the right, at our sole discretion, to modify or replace the terms at any time. If a revision is material we will notify you by posting an announcement on the site. What constitutes a material change will be determined at our sole discretion. You shall be responsible for reviewing and becoming familiar with any such modifications. Using any service or viewing any content following notification of a material change to the terms shall constitute your acceptance of the Terms as modified.

DESCRIPTION OF SERVICE

The Site is an online provider that offers assistance with learning to develop, secure and maintain WordPress websites, to individuals and businesses. Services include, but are not limited to, any service and/or content Shanora.net makes available to or performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site or through the Services.

PRIVACY

You can also review our [Privacy Policy](#), which outlines our practices towards handling any personal information you may provide us. Our Privacy Policy is available on our Site.

USE OF SERVICE

Services are available only to legal entities and to individuals who are at least 18 years old.

The term “you” or “your” as used herein shall at all times include the individual or legal entity which has purchased any Shanora.net Services hereunder, including but not limited to any and all persons

and/or legal entities with which it is affiliated and/or associated, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns.

SUPPORT REQUESTS & REASONABLE USE

Requests for Support must be made through the appropriate channels to be received and responded to in a reasonable amount of time. To request support please email support@shanora.net. Requests are subject to approval by Shanora.net management or its assigned agents and should fall within the scope of services as outlined on the Site. Please reference the available services listed on our site before making requests. Requests for support outside our scope of services will be rejected. If you are unsure whether a request falls within the scope of allowable services, you may submit a request and we will either accept or reject it based on managerial approval.

SERVICE LIMITATIONS

Services will be limited to the available services listed on the Site.

APPOINTMENT POLICY

TRAINING & SUPPORT APPOINTMENTS

Training & support appointments are offered in one hour increments and can be requested at <https://shanora.net/appointments/>. Appointments that go beyond the scheduled time will be billed by minute for the full length of the appointment. The minimum amount billed for any scheduled appointment will be 30 minutes.

CANCELLATION AND RESCHEDULING CHARGES

Please understand that when you forget or cancel your appointment without giving enough notice, we miss the opportunity to fill that appointment time, and clients on our waiting list miss the opportunity to receive services. Since the services are reserved for you personally, a Cancellation charge will apply.

When less than 24 hours notice is given for cancelling or rescheduling an appointment, 50% of the time scheduled for your appointment may be charged to your account.

Missed appointments will be charged for 100% of the scheduled time.

If a client is late for their appointment, they will be charged for the entire scheduled appointment. The appointment will not extend beyond the originally scheduled time.

PAYMENT

Payments for services are made in advance through PayPal by purchasing one or more hours of service time. In the event that services exhaust or exceed the balance of time in your account, we reserve the right to stop any and all work until additional payments are made and your account reflects a positive balance. Additionally, you agree that you will pay for the Services, and that we may charge your payment method for any services purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with the Service. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING US WITH A**

VALID PAYMENT METHOD FOR PAYMENT OF ALL FEES.

Your total price will include the price of the product but expressly excludes any applicable taxes; such service tax is based on the bill-to address and the applicable tax rate in effect at the time you use the Services. We will charge tax only in such jurisdictions where the Services are taxable.

Prices for the Services may change at any time at our sole and exclusive discretion. The Services do not provide price protection or refunds in the event of a price reduction or promotional offering.

BILLING

Training, support and consultation services are billed by the minute. Training sessions will be billed for the entire session length with a 30 minute minimum. In the event that travel is involved, travel time will be billed per minute of travel time. Additionally, phone calls and emails are billed only for time spent in consultation, support and training services. We reserve the right to discount rates at our discretion.

EXPIRATION OF PURCHASED TIME

Purchased training and support time expires one year from the date of purchase and is not subject to refund. Any unused time in your account will be forfeited once it expires. Any unused time purchased prior to June 23, 2020 will expire on June 23, 2021.

GUARANTEE / REFUND POLICY

TRAINING AND SUPPORT HOURS

We offer a 15 day money-back guarantee for any unused training and support time. Any refund requests made outside of this time will not be honored. All refunds will be credited to the original payment source, minus a \$25 service charge, within 30 days of the refund request.

STRUCTURED TRAINING COURSES

Training “courses” are exempt from this policy and refunds will not be given after the purchase is made.

USE OF THIRD PARTY THEMES AND PLUGINS

As a courtesy to the Client, various third party themes and / or plugins may be provided. Client is welcome to use these items, free of charge, as long as a positive account balance is maintained. In the event of a negative balance that persists for more than 15 days, all updates will be halted. In the event of a negative balance that persists for more than 30 days, Client will be billed the current rate for a single year license for the theme and plugins.

TERMINATION

We may terminate or suspend any and all Services immediately, without prior notice or liability, for any reason whatsoever, or for no reason, including without limitation if you breach the Terms. Upon termination of our Services, your right to use the Services will immediately cease. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

LINKS AND THIRD-PARTY MATERIALS

We may provide links to third-party websites as a convenience to you. You agree that we are not responsible for examining or evaluating the content or accuracy and do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

RELEASE AND INDEMNITY

You hereby expressly and irrevocably release and forever discharge Shanora.net, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns of and from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall or may have, for or by reason of, or arising directly or indirectly out of your use of the Site and the Services.

You hereby agree to indemnify and hold harmless Shanora.net, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, punitive, exemplary and indirect damages), and reasonable attorneys' fees, relating to, resulting from or arising out of, in whole or in part (i) any breach of these Terms, whether or not deemed to be material or immaterial; (ii) the use of or reliance upon the Services, by you or any person acting on your behalf; or (iii) any material or immaterial violation of any rights, title or interests of any third party.

LIMITATION OF LIABILITY

In no event shall Shanora.net be liable to You under any legal or equitable theory, including but not limited to contract, tort, strict liability, negligence, common law or with respect to the site, the service or any content (i) for any lost profits, loss of use, or actual, special, indirect, incidental, punitive, or consequential damages of any kind whatsoever. You understand that your sole remedy for any damages you allege have been sustained as a result of the Services is to cancel your subscription.

SHANORA.NET, AND THEIR LICENSEES, AFFILIATES, AND LICENSORS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE YOUR ABILITY TO TERMINATE THE SERVICE EFFECTIVE UPON RECEIPT BY SHANORA.NET OF YOUR WRITTEN NOTICE OF TERMINATION, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

MISCELLANEOUS

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the

minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. We may transfer, assign or delegate the Terms and its rights and obligations without your consent. The Terms shall be governed by and construed in accordance with the laws of The United States of America, as if made within Colorado between two residents thereof, the parties submit to the exclusive jurisdiction of Colorado courts. Both parties agree that the Terms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Terms.

CONTACT US

If you have any questions about these Terms, please [contact us](#).