

The Art of Self Care Bookstore

Terms and conditions.

Terms and Conditions

1. What and who are these Terms and Conditions for?

These Terms and Conditions apply to your purchase and use of products, content, information and other tools on the websites [www. Mind Help. Info.](http://www.MindHelp.Info)

[www. Mind Help Therapy.com](http://www.MindHelpTherapy.com)

[www. Mind Help Academy.com](http://www.MindHelpAcademy.com)

[www. Mind Academy FM.com](http://www.MindAcademyFM.com)

When referring to any of these websites in these Terms and Conditions, we use the term “website”.

Our products and other website content are made for both professionals, and consumers. When referring to “you”, we mean a company or a person acting in the role of professional, and/or a business owner, as well as a consumer.

2. What do I purchase?

You can purchase the products as indicated on the website. If we offer services, the clauses in these

Terms and Conditions about “products” also apply to the services, where appropriate.

When it concerns a subscription-based product, you can make use of the purchased product during the subscription period. This may also be a money-back period. The subscription-based products will be updated from time to time.

When it does not concern a subscription-based product, you can make use of the one specific product you have purchased. Those types of products can, but not necessarily will be, updated.

3. What do I pay and how?

The prices for our products are indicated on the website. You will have to pay for the product in the currency quoted on the website, namely in United States Dollars (USD).

You can purchase the products by filling out the required details, and then following the payment procedure. If you pay by credit card, your credit card details will be authorized. If, for whatever reason, the (credit card) payment does not lead to a successful payment, we will notify you thereof and you will have to pay the fees by bank transfer into our account within a payment term of ten days.

4. Can I change my mind?

If you are not completely satisfied, you can change your mind about your purchase during the money-back guarantee period of 7 (calendar) days.

Refunds will always be in US Dollars. If there is a currency fluctuation, this will not affect the amount of the refund, we always pay back the same amount, in the same currency, for which you purchased the product.

Please note that our system shows us what materials you have downloaded. We hold the right to refuse a refund in case we are convinced that this policy is being abused.

In case you have received a refund, you will be required to delete all the downloaded materials from your hard drive.

You will only be able to receive a refund for our products once. This protects our policy from being abused.

As specified in the Terms and Conditions, the legal relationship with you, including these Terms and Conditions are exclusively governed by and construed in accordance with the laws of the United States. The court is the court in the district where we have our main establishment.

5. How can I sign up for an account?

You can sign up for an account by filling out your personal details on the registration page on the website. Please make sure the information you fill out is complete, accurate and up-to-date.

In order to access your account, you will have to enter your user name and password. You can update your information at any time through your account, including your user name and password.

Your login details (username and password) are strictly personal. Your account can only be used by you. Please keep your login details confidential and do not disclose them to anyone else. If you have

reason to believe that your login details or account is or are compromised, please inform us thereof as soon as possible. You will have to change your login details immediately to prevent unauthorized access to your account.

6. How can I close my account?

You can close your account at any time, as indicated on the website.

Please note however that if you have purchased a subscription-based product, the subscription fee is paid for the entire subscription period; you will

therefore not get a (partial) refund when you close your account during the subscription period.

7. How can I access the products and other content?

You can your product by logging in on your account.

In case you have lost your login details, you can reset them via the ‘Lost your password’ link below the login area or by contacting us via support @mindhelp. info and we will help you recover them.

8. How can I use the products?

You are entitled to use and disclose the products for your own individual purposes.

You are not entitled to resell or republish any product yourself, for example by copying it and making it available to other persons or parties for their use or further exploitation. You are also not entitled to modify a product, or to copy or disclose it other than in the context of your own purposes relating to your services use.

Not complying with this constitutes an infringement of our intellectual property rights for which you can be held liable.

If so indicated on our website, you may not use a product “white label”. This means you cannot use the content of the product in your own material,

under your own name or under the name of your practice. The further conditions of use for the different types of content are indicated in the documentation on our website. In case of conflict between these Terms and Conditions and the documentation on our website, the documentation prevails.

Purchasing a product does not give you any title or right therein other than as expressed above. The intellectual property rights to the products always remain with us.

9. What else do you ask of me?

Apart from the other things we ask of you in these

Terms and Conditions:

* We expect you to use our products and content within the boundaries of your experience. For instance, if you are a professional you are to use the tools within your field of expertise. Likewise, a school teacher may use the tools in the classroom, but not use the tools for clinical populations.

* When you contribute to our website, for example in the online community, we expect you to contribute true, accurate and complete information, that you communicate with other members in a proper manner, and that you do not contribute any

information or material that is in violation of applicable laws, generally accepted moral standards or ethics.

* When you use content from our website, for example, information from our knowledge database or information contributed by us or by other users in the community, we expect you to only use this for your own purposes. You are not allowed to copy or disclose it otherwise without our consent, or without the specific contributor's consent. You may, under applicable copyright laws, be entitled to make publish certain content which has been contributed by us, e.g. for citation purposes. In that case, we ask

that you quote our website and the respective contributor as the source.

* You are not allowed to publically disclose the names, other personal details and/or content of persons contributing to our website without their prior consent. Please keep this information confidential.

* You are also not entitled to remove our logo or other intellectual property from any product, images, information or other content unless we indicate on the website that a specific product can be used “white label” or fall under “extended usage rights”.

* If we get a claim from a third party in relation to the content you have contributed, or otherwise in relation to not complying with these Terms and Conditions or another term or condition agreed with us, you must pay the reasonable costs we have made in relation to such a claim.

10. Can you block my account?

Yes, we may block your account and terminate your subscription in the following case:

* When you do not comply with a provision of these Terms and Conditions;

- * When you do not comply with any other term or condition as agreed with us, e.g. the payment terms;
- * When you are granted moratorium of payment or a similar provision under applicable laws, declared bankrupt, or cease to carry out your business;
- * When your log in details and/or your account have been compromised more than three times;
- * When there are good grounds for use to believe that your actions may cause damage to us or to other users of our website, for example you have been convicted of a crime;

* When we decide to no longer offer our products and/or decide to close down the website (we will notify you of this).

* After we have blocked your account, you will no longer be able to access it and make use of the products you have purchased.

11. How do you provide the products and other content?

The products and content on our website are provided on an 'as is' basis.

We make no warranties with regard to our products or content, including advice, expressed or implied,

and hereby disclaim and negate all other warranties including, without limitation, implied warranties or conditions of accuracy, completeness, actuality, likely results, reliability, merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. The products and content may include technical, typographical, or photographic errors. Furthermore, we do not warrant or make any representations concerning the content on any sites linked to our website.

You are responsible for the manner in which you use our products and content.

We may make changes to the products and content on our website at any time without notice.

12. What happens in case I suffer damage?

To the fullest extent permitted by the law, we can only be held liable for “direct damages”, being: (i) the reasonable and evidenced costs incurred in relation to preventing or limiting the damage and (ii) the reasonable and evidenced costs incurred in relation to determining the extent of the damage, unless the costs are awarded in a court case, in which case those costs prevail.

To the fullest extent permitted by the law, we are not liable for any consequential damages (including, without limitation, damages for loss of data or profit, loss of business operations, loss of income, loss due to business interruption, claims from clients, fines from government authorities) arising out of the use or inability to use the products or other content offered on our website.

In any case, to the fullest extent permitted by the law, our total liability is limited either to the amount you have paid for the purchased product or the amount paid by our insurance company, whichever amount is lowest. Furthermore, we can only be held

liable if the damage is caused by the intent or wilful recklessness of one of our managing officers.

However, those officers, nor any of our employees can ever be held directly liable.

You will have to notify us of any damage suffered as soon as reasonably possible and ultimately within six months after the damage arose. Any claims for damages expire if they have not been claimed before a court within one year after the damage has arisen.

13. What do you do with my personal data (information)?

Please look in our Privacy Policy to see how we handle your personal data (information).

14. What if I have complaints?

In case you have a complaint, you can notify us thereof (via support @ mindhelp. info).

We will try to handle your complaint to your satisfaction as soon as possible. If you are still not satisfied, please see article 17 of these Terms and Conditions.

15. Can you revise these Terms and Conditions?

Yes, we may revise these Terms and Conditions. We will make the revised Terms and Conditions available on our website the next time you purchase a product on our website.

16. What else?

In case a provision from these Terms and Conditions is not valid, this does not affect the validity of the other provisions. The affected provision will be deemed replaced by a valid provision which is closest to the intention of the original provision.

When you are not established in the USA, you agree to these articles that you are bound to these General

Terms and Conditions, even if you have not actually reviewed its contents and that we have given you the opportunity to take note of these General Terms and Conditions, by making them available on our website for downloading. In case we wish to transfer our business in whole or in part to another party, you consent to this transfer in advance.

17. Governing Law

The legal relationship with you, including these Terms and Conditions, are exclusively governed by and construed in accordance with the laws of the USA.

The competent court is the court in the district where we have our main establishment, but always in the USA.