

# Brand of Bret – Bret Townsend

Brand of Bret™ and Bret Townsend

## Website Terms and Conditions + Privacy Policy

### Terms and Conditions ("Terms")

Last updated: **December 1<sup>st</sup>, 2023**

Please read these Terms and Conditions carefully before using the <https://www.brettownsend.com> and <https://brandofbret.com> websites and the mobile website applications Wix, operated by Bret Townsend (“us”, “we”, or “our”).

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 or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.**

#### Conditions of Use

By acknowledging these terms, you confirm that you are familiar and agree with the conditions of use of the Website and procurement of the products sold herein (hereinafter Conditions of Use). The confirmation has contractual value. If these Conditions of Use are unacceptable for you, you are requested not to use this Website.

#### Definitions

- Company – Bret Townsend – Brand of Bret. The Company is the owner and administrator of this Website.
- Website – [www.brettownsend.com](http://www.brettownsend.com) - [www.brandofbret.com](http://www.brandofbret.com)
- User – You and other persons using the Website and the Company’s products.
- Products – The digital and live teaching and related products and services developed by the Company and its partners, and offered on the Website.
- Product material – All content, videos, training materials, products, services, solutions and/or other materials, made available on the Site developed by the Company and its partners.
- Learning platform – Online environment, available to User of the products through an individual Ip address, which contains the Product material and in which online communications and other teaching/learning activities take place.

#### Website

The Website is designed for commercial activity of the SavvyPro Freelance in the field of training, consulting, and digital products. The Company not only offers and sells Products but also communicates with you at your contact addresses providing information about the purchased Products and Service Solutions.

You may access this website via:

- Domain address: [www.savvyprofreelance.com](http://www.savvyprofreelance.com)
- Domain address: <https://www.brettownsend.com/>
- Domain address: <https://www.brandofbret.com/>
- Facebook: <https://www.facebook.com/BretTownsendStrategist/about>
- LinkedIn: <https://www.linkedin.com/company/savvypro-freelance-llc>
- LinkedIn: <https://www.linkedin.com/in/brettownsend/>
- The website operates using the Wix platform. More information here: <https://www.wix.com/about/terms-of-use>

For payment for the Products, the payment platform PayPal is used. More information here:

<https://www.paypal.com/us/legalhub/privacy-full>

By submitting your personal data on the Website, you agree to receive the Product and related information as described in these Terms of Use that will be sent to the email address you provide.

### **Products and Conditions of Purchase / Purchases**

If you wish to purchase any product or service made available through the Service you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, address, email, phone number and other contact information.

The latest Company's products, their prices and descriptions are given on the Website. They may be changed at the discretion of the Company.

For purchasing one or more Company's Products you provide the Company with your personal data and acknowledge its management as described in the Privacy Policy of the Company which is described in this document.

Before purchasing any Product, you should read the Conditions of Use and Privacy Policy of the Company, which are the documents defining your and the Company's rights and obligations, personal data protection, and operation principles of the Website.

By purchasing any Product, you enter into a mutual agreement with the Company as a User. The Conditions of Use and the Privacy Policy have the power of laws to your relations with the Company.

Every e-mail will include a link "Unsubscribe" at the bottom. By clicking it, you will reject communication via e-mail on all or chosen subjects. Take notice that the subjects of communication/subscription can be chosen on your User's account. Be attentive, because after the rejection of all communication/subscription you will no longer receive the material about the purchased Product, any invitations to teaching sessions on the Learning platform, and other related materials. Rejecting communication in full you will take responsibility for related undesirable consequences.

### **Subscriptions**

Bret Townsend does not currently offer and subscriptions based on purchases.

By submitting the Book w/Bret – Company Contact Form you agree to be subscribed to Bret's email list for future communications which include but are not limited to, product updates, service updates, general communications, advertisements as they relate to the business of SavvyPro Freelance LLC, Brand of Bret™, The Teal Perspective Blog, Bret Townsend.

Every e-mail will include a link "Unsubscribe" at the bottom. By clicking it, you will reject communication via e-mail on all subjects. Be attentive, because after the rejection of all communication/subscription you will no longer receive the material about the purchased Product, any invitations to solutions or training sessions/ events, special discounts or pre-release benefits, and other related materials.

There are currently no fees associated with any subscriptions on SavvyProFreelance.com or any other sites run by Bret Townsend.

### **Intellectual Property**

The whole content of the Website, the Products and related intellectual property belong to the Company by **exclusive property right**.

On download and/or purchase of any Product, or Service Solution(s) provided that you follow the Conditions of Use, you are granted non-transferable permission to use the Product, or Service Solution Material for personal learning purposes. **Acquisition of the Product, downloading of the Product material and access to other information do not grant you copyright or other rights to Company's property.**

You agree that the Site itself, as well as all content, videos, training materials, products, service solutions and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the "Content") are maintained for your personal use and information by SavvyPro Freelance LLC., Bret Townsend, Brand of Bret, (the "Company") and are the property of the Company and/or its third-party providers. You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, eBooks, Guides, manuals, checklists, courses, and text as well as all other materials included in the Site, excluding only the materials you provide. No part of Product material and Company's intellectual property may be used for other purposes than indicated herein: it is forbidden to otherwise use, copy, reproduce, republish, upload, post, transmit, distribute, use for public or commercial purposes,

disseminate or transferred to third parties, remake for personal purposes, make it publicly available by electronic means on the internet, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content, including any software, tools, graphics, and/or sound files, for public or commercial purposes without the express written permission of the Company.

All Content, such as text, data, graphics files, videos and sound files, eBooks, guides, courses, and all other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms of Use.

All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the names and trademarks "SavvyPro Freelance", "Bret Townsend", "Brand of Bret" are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Company or third party owner. The Company respects the copyright, trademark, and all other intellectual property rights of others. The Company has the right but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms and Conditions. If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify the Company at [heheybret@brettownsend.com](mailto:heheybret@brettownsend.com). Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However, no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.

The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company's Privacy Policy.

**By purchasing a Product or Service Solution, you take on the non-competition obligation: you shall not compete with the Company using the intellectual property and know-how of the Company for personal or third parties' commercial purposes.** The fine for a breach of the non-competition obligation shall be equal of all amounts for which the Company sold you the Products. The Company shall have the right to reserve this sum in your bank account for its benefit and receive it in case of impossibility to eliminate fully the breach. The fine payment shall not relieve you from obligation to cover the Company's losses exceeding the fine amount, if any and reported to you by the Company in writing.

### Links To Other Web Sites/ Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by SavvyPro Freelance LLC.

**Bret Townsend/ Brand of Bret**, has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SavvyPro Freelance, llc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

### Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 5 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

### Contact Us

If you have any questions about these Terms and Conditions, please contact us.

EM: [heybret@brettownsend.com](mailto:heybret@brettownsend.com)

PH: 404.500.7953

All Brands of Bret are Listed Below:

