

**Last Updated: January 22, 2025**

This Agreement (“Agreement”) is made effective by and between Remotely Brilliant, LLC (the “Company”), and purchaser of the digital product (hereafter “Client”), for the purpose of Client purchasing a digital product from Company’s online shop (the “Product”). Client agrees to the terms and conditions below by checking the box in the online shopping cart checkout or by submitting payment for the Product.

Please refer to the full [Terms and Conditions](#) for the use of [remotelybrilliant.com](https://remotelybrilliant.com)

For inquiries, please contact us at [remotelybrilliant@gmail.com](mailto:remotelybrilliant@gmail.com).

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## **1. Digital Product Usage**

After purchasing the digital product, Client will be given access to the product materials immediately through a download delivered in their email. Client will have lifetime access to the materials so long as the product(s) is/are available and all terms and conditions are followed.

Company hereby grants to Client one (1) exclusive, non-sublicensable, non-transferable, license to use the Product. Client understands and agrees that the Product materials may not be shared with any third party. In the event Company suspects that the Product is being shared with another party, Company reserves the right to immediately terminate Client’s access to the Product.

Client may use the Product for their own personal use and business use and may modify the language as they see fit. Client is not obligated to tag or give credit to Company for the copy in the Product they use, posts, or shares.

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## **2. Fees & Payment Processing**

In consideration for access to the Product provided by Company, Client agrees to compensate Company the fee indicated on the online shopping cart. If any payment methods are declined by the online payment processor, Client shall provide a new eligible payment method before receiving access to the Product. In the event Client has already been given access to the Product and a payment method is declined, Company reserves the right to collect any and all outstanding receivables.

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## **3. Refund Policy**

Due to the nature of digital products being immediately accessible upon purchasing, no refunds of any fees or other amounts paid by Client in connection with the Product will be allowed under any circumstances.

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#### **4. Personal Information**

By purchasing the Product, Client will be asked to provide personal information including their name, email address, mailing and billing address. Client agrees to allow Company access to this personal information for all lawful purposes. Client is responsible for the accuracy of the identifying information, maintaining the safety and security of their identifying information, and updating Company on any changes to their identifying information.

The billing information provided to Company by Client will be kept secure and is subject to the same confidentiality and accuracy requirements as Client's identifying information indicated above. Providing false or inaccurate information, or using the Product for fraud or unlawful activity, is grounds for immediate termination from the Product.

Please review our [Privacy Policy](#) and [Terms and Conditions](#) for your data is stored.

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#### **5. Intellectual Property Rights**

All copyrights, trademarks, and intellectual property related to the Products are owned by the Company.

You may not claim ownership of the Product or its content. Unauthorized use of the Company's intellectual property is subject to legal action.

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## **6. No Warranties**

While we make every effort to ensure that the content on this Website is free from errors, we do not give any warranty or other assurance as to the accuracy, completeness, timeliness or fitness for any particular purpose of the content and materials on this site beyond reasonable efforts to maintain the site. To the maximum extent permitted by law, we provide our website and related information and services on an "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, REPRESENTATIONS, OR GUARANTEES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE) INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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## **7. LIMITATION OF LIABILITY**

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE WEBSITE OR RESOURCES, PRODUCTS OR SERVICES AVAILABLE THROUGH THE WEBSITE.

ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF,

UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE TOTAL PURCHASE PRICE OF ANY PRODUCTS OR SERVICES YOU HAVE PURCHASED FROM US.

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## **8. Force Majeure**

If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, death of themselves or a family member, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the parties, the party so affected shall, upon giving prompt notice to the other party, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

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## **9. Guarantees**

Company does not make any guarantees as to the results, including financial or other personal gains, of Client's use of the Product. Client agrees to take responsibility for Client's own results with regard to using the Product.

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## **10. Release & Reasonable Expectations**

Client has spent a satisfactory amount of time reviewing Company's business and has a reasonable expectation that Company's Product will produce different outcomes and results for each Client. Client understands and agrees that:

- Every client and final result using the Product is different;
  - The Product is intended for a mass audience.
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## **11. Entire Agreement**

This is a binding Agreement that incorporates the entire understanding of the parties, supersedes any other written or oral agreements between the parties, and any modifications must be in writing, signed by both parties, and physically attached to the original agreement.

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## **12. Venue and Jurisdiction**

The laws of the State of Wyoming shall govern this contract, and any resulting arbitration shall take place within Wyoming. Both parties assume responsibility for all collection costs and legal fees incurred should enforcement of this Agreement become necessary.

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## **13. Mediation and Arbitration**

Any and all disputes or disagreements rising between the parties out of this Agreement upon which an amicable understanding cannot be reached, shall be decided first by mediation, and if mediation is unsuccessful, then arbitration in accordance with the procedural rules of the American Arbitration Association. The parties agree to be bound by the decision of the arbitrator(s). The arbitration proceeding shall take place in Wyoming, unless another location is mutually agreed to by the parties. The cost and expenses of the arbitrators shall be shared equally by the parties. Each party shall be responsible for its own costs and expenses in presenting the dispute for arbitration.

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## **14. Transfer**

This agreement cannot be transferred or assigned to any third party without written consent of both parties.

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## **15. Severability**

In the event that any part of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall remain valid and enforceable. Any failure by one or both parties to enforce a provision of this Agreement shall not constitute a waiver of any other portion or provision of this agreement.

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## **16. Changes to Terms and Conditions**

We reserve the right to update these Terms at any time. Changes will be effective immediately upon posting on our website. Continued use of our products constitutes acceptance of the revised Terms.

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## **17. Contact Information**

For questions or concerns about these Terms, please contact us at:

Remotely Brilliant, LLC

Email: [remotelybrilliant@gmail.com](mailto:remotelybrilliant@gmail.com)

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By purchasing our digital products, you confirm that you have read, understood, and agreed to these Terms and Conditions.