

[www.ABCSpeakingSkills.com](http://www.ABCSpeakingSkills.com) and [SpeechesMadeEasy.com](http://SpeechesMadeEasy.com)

## **General Website Usage Terms & Conditions**

Welcome to our websites. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern ABC Speaking Skills's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'ABC Speaking Skills' or 'us' or 'we' refers to the owner of the website Howden IT BV whose registered office is Gerard Doulaan 39, 1181WR, Amstelveen, The Netherlands. Our company registration number is 34201928, registered in Amsterdam, The Netherlands. The term 'you' refers to the user or viewer of our website.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

- This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: Name, email address, website preferences, and other information associated with your use of [www.abc speakingskills.com](http://www.abc speakingskills.com).
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements, and you assume full responsibility for using any techniques or following any advice presented.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics, text, videos, transcripts, audio files, logos, and any other content displayed. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of The Netherlands. In case of any disputes arising out of or in connection with this agreement, such disputes will be subjected to the judgment of the competent court in Amsterdam, The Netherlands.

## **Online Store, Paid Services, and Other Transactions Terms and Conditions**

### TERMS OF SERVICE

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#### OVERVIEW

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern ABC Speaking Skills's / Howden IT's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

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The use of this website is subject to the following terms of use:

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/ or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/ or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

#### SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service or its content, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

## SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

## SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All

descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

#### SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

#### SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

#### SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we 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.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you

understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

#### SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, reviews, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, ‘comments’), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading

information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

The Site is provided on an “as is”, “as available”, and “with all faults” basis. ABC Speaking Skills / Howden IT makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, fitness for a particular purpose, non-infringement, merchantability, or cosmetic attributes of the Site and its products, and does not guarantee the accuracy or completeness of specifications associated with the Site, including measurements, weight, durability, strength, materials, general physical properties, regulatory compliance, other engineering or construction attributes.

You assume all risk for any damage to your computer systems and network for any damage to your computer system caused by using the site or its products, including any damages resulting from computer viruses or malware.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided ‘as is’ and ‘as available’ for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall ABC Speaking Skills / Howden IT, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless ABC Speaking Skills / Howden IT and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim

or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

Your breach of these Terms or other applicable policies or agreements with ABC Speaking Skills / Howden IT may result in ABC Speaking Skills / Howden IT terminating your access to the Site, without any liability to ABC Speaking Skills / Howden IT. You may terminate these Terms at any time by ceasing to use the Site. You agree that any material breach of these Terms will result in irreparable harm to ABC Speaking Skills / Howden IT for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, ABC Speaking Skills / Howden IT will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive any requirement for the posting of a bond or other security if ABC Speaking Skills / Howden IT seeks such an injunction.

#### SECTION 17 – DISPUTE RESOLUTION LIMITED INTERNAL USER ARBITRATION

You agree that further to your agreement to indemnify ABC Speaking Skills /Howden IT against any claim, any legal action you take will be limited to arbitration and will be conducted in The Netherlands. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT ACCEPTING THIS ARBITRATION PROVISION WAIVES RIGHTS TO JUDICIAL RESOLUTION, TRIAL BY JURY AND RIGHTS YOU WOULD OTHERWISE HAVE IF YOU HAD NOT AGREED TO THIS ARBITRATION PROVISION.

#### SECTION 18 – CONTENT REMOVAL

You grant us the right to look at and/or remove any of your content, in our sole discretion, for any reason we see fit. Reasons may include, without limitation: quality issues; DMCA takedown notices; content that is unauthorized, misleading, incorrect, offensive; breach of any third party rights (e.g., including, without limitation, rights of publicity); and/or, content on or use of the website that may result in liability to ABC Speaking Skills / Howden IT or anyone else.

**SECTION 19 – REFUNDS AND RETURNS** The ABC Speaking Skills / Howden IT offers a 30 day 100% money back guarantee. We kindly request that you give us an opportunity to solve any issues, however this does not affect your right to a refund. Refunds must be claimed within 30 days of the purchase date and are limited to the purchase price. If a refund is granted, you are legally bound to destroy all copies of the purchased files, and you may NOT use the said products in any way shape or form. We may require that you sign a binding document stating that you no longer have the rights to use or keep any of the purchased files.

**SECTION 20 – ENTIRE AGREEMENT** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### **SECTION 21 – GOVERNING LAW AND AGREED LEGAL PROCESS**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with Netherlands law. You agree that any legal action or dispute shall be subject to the exclusive jurisdiction of the courts of Amsterdam, The Netherlands, and conducted in Amsterdam.

**YOU AND ABC SPEAKING SKILLS / HOWDEN IT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A CLASS / GROUP MEMBER OR IN ANY REPRESENTATIVE CAPACITY OR PROCEEDING.** Any legal action must be commenced by filing court papers within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. If applicable law prohibits a one-year limitations period for asserting claims, any claim must be asserted within the shortest time period permitted by applicable law.

#### **SECTION 22 – CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 23 – COMMISSIONS** Not applicable

**SECTION 24 – VALUE ADDED TAX (VAT) AND OTHER SALES / GOODS AND SERVICES TAXES** We may need to apply Value Added Tax (or other sales / goods and services tax) to some purchases for some customers. In such cases we will add the required tax to the base selling price and charge the tax inclusive price to the buyer. We will remit the withheld tax the relevant tax authorities.

## SECTION 25 – COPYRIGHT AND LICENSING

By downloading one of our products you agree to be bound by these terms. ABC Speaking Skills / Howden IT may change their terms of this license / agreement at any time and without notice.

All products are protected by UK, Netherlands, United States and international copyright laws and treaties. ABC Speaking Skills / Howden IT and/or its sellers reserve all rights in and to the products not expressly granted to you by the terms of this License Agreement. Your rights to use any products are subject to this License Agreement and are conditional on your payment to ABC Speaking Skills / Howden IT. Howden IT BV retains the copyright for the original work. Subject to the terms and conditions hereof, we hereby grant to you a perpetual, non-exclusive, non-transferable worldwide license to use the product for your personal (non-commercial) use only.

YOU MAY NOT RESELL THE ORIGINAL PRODUCT OR DERIVATIVES THEREOF INDIVIDUALLY OR AS PART OF A COLLECTION. All other rights in and to the product, including, without limitation, all copyright and other Intellectual Property Rights relating to the product, are retained by ABC Speaking Skills / Howden IT and/or its sellers as the case may be.

You can terminate this License Agreement by deleting all copies of the product file and ceasing to use the product for any purpose. ABC Speaking Skills / Howden IT can terminate this License Agreement without advanced notice if at any time you fail to comply with any of its terms. Upon termination, you must immediately (i) cease using the product and any derivative works (ii) destroy or delete all copies of the product files and derivative works; and (iii) if requested, confirm to ABC Speaking Skills / Howden IT in writing that you have complied with these requirements. Upon notice from ABC Speaking Skills / Howden IT, or upon your knowledge that any product is subject to a threatened, potential or actual claim of infringement of another's right, you must immediately and at your own expense (i) stop using the product and derivative works; (ii) destroy or delete all copies of the product files and derivative works (iii) ensure that your clients, employees, and contractors do likewise; and (iv) if requested, confirm to ABC Speaking Skills / Howden IT in writing that you have complied with these requirements.

SECTION 26 – SECURITY You may choose a username and password. You must not disclose your username and / or password to anyone else. This is a very important part of the security of the site and possibly your money / PayPal account. We will never ask you to reveal your password. You accept responsibility for any damages / claims related to any failure on your part to keep your username and / or password safe, secret, and secure.

SECTION 27 – NON COMMERCIAL ASSETS AND LICENSING Some assets are marked as “non-commercial”, and are shared under the terms of the Creative Commons 4.0 – Attribution Non-Commercial licence. See <https://creativecommons.org/licenses/by-nc/4.0/> for details. By downloading a non-commercial asset you agree to be bound by the terms of the non-commercial license for that specific product. You agree explicitly that you will not use that specific asset in any commercial work.

## SECTION – CONTACT INFORMATION

Questions or correspondence should be sent to us at [info@abcspeakingskills.com](mailto:info@abcspeakingskills.com)

If for any reason no email response is received within 5 working days, correspondence must be submitted in writing to:

ABC Speaking Skills/ Speeches Made Easy / Howden IT Gerard Doulaan 39, 1181WR,  
Amstelveen, The Netherlands