

## Terms and Conditions

**By registering and/or attending an ELSI Legal, LLC Seminar, you agree to the following terms and conditions:**

### **No Legal Advice Provided**

You understand and agree that you do not have an attorney/client relationship with ELSI Legal, LLC and/or any of its members, presenters or associates. You specifically acknowledge that the information presented by ELSI Legal LLC, and its members, presenters or associates is general educational material and you are not authorized to rely upon any information as legal advice. If you need legal advice applicable to a specific factual situation, you understand that you will need to contact your own attorney. You further understand and agree that any information provided is general educational material, may not apply in a specific location, and that local law, regulations or policies may impact how the information applies in your jurisdiction. You understand that if you have questions about whether, and how specific information applies in your jurisdiction, you must contact an attorney licensed in that jurisdiction for legal advice.

### **Premises Liability**

You understand that ELSI Legal, LLC does not own or control the premises where seminars are given. If you are injured while attending an ELSI Legal, LLC seminar, you understand and agree that you will bring any action, suit or claim regarding the premises, or any defect or condition therein, solely against the owner and/or manager of the premises.

### **Personal Property**

You hereby agree that ELSI Legal, LLC, and its members, presenters and associates, are not liable for any incidents that occur involving theft of, or damage to, property brought into conference rooms, technical facilities or generally accessible areas of the seminar.

### **Your Personal Information**

ELSI Legal, LLC does not sell your personal information to others. We use the data obtained from you for carrying out our business activities and for sending you offers for similar services by mail or e-mail. You may object or withdraw your consent to the use of your data at any time by mail or e-mail at [info@elsilegal.com](mailto:info@elsilegal.com). ELSI Legal, LLC uses a trusted third-party payment provider, PayPal. Please see terms and conditions related to your use of PayPal at:

<https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>

**Ownership and Intellectual Property Rights**

Legal and beneficial title to all intellectual property rights existing in any documentation, data, know-how, methods and concepts, used or developed by ELSI Legal, LLC shall, as between you and us, belong to and remain vested in us. You will be given a paper and/or electronic copy of some materials as part of the training seminar. You may use those for your own personal use, but are specifically prohibited from copying, sharing, publishing, or otherwise disseminating those materials. All conditions or warranties (whether expressed or implied by statute or common law or arising from conduct or a previous course of dealing or trade custom or usage or otherwise) as to the quality of the session materials we supply or their fitness for a particular purpose (even if that purpose is made known expressly or by implication to us) are expressly excluded.

**Our promise**

We will use all reasonable care and skill in providing the services you order under this agreement, but we do not guarantee any results of the services. Any decision you make having received any of our services are your own and you remain wholly responsible for any decisions and actions you take.

**General issues**

This agreement is the entire agreement between us and it supersedes any previous agreement between us relating to any services we provide, unless otherwise agreed in writing by us both. We both agree that by entering into this agreement, neither of us has relied on, and is not able to have any remedy, for any statement, promise, representation or understanding (whether it is made negligently or innocently) or any person other than what is expressly promised in this agreement. The only remedy available for breach of the promises in this agreement is for breach of contract. Nothing in this paragraph attempts to limit or exclude any liability for fraud.

No failure or delay in enforcing any of our rights under this agreement will prejudice or restrict those rights. If we waive our rights to require you to comply with this agreement it will not operate as a waiver or any further exercise of the right and a waiver of any breach will not operate as a waiver of any subsequent breach.

We both agree that each provision of this agreement is severable and distinct from any other. If any part of this agreement is found to be illegal, invalid or unenforceable in whole or in part, we both agree that the legality, validity and enforceability of the remainder of the agreement is not affected.

No terms of this agreement are intended for the benefit of any third party, except where expressly stated in this agreement, and we both agree that it is not intended that and the term of this agreement should be enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999. If you choose to make an order, these terms and conditions only apply to that order and not to any future orders.

**Venue, Remedies**

You agree that any dispute, controversy or claim arising out of or relating in any way to services performed by ELSI Legal, LLC, including without limitation your use of the website, registration, booking, attendance, cancellation or materials, the construction, validity, interpretation, enforceability or breach, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to services performed by ELSI Legal, LLC (as described above), the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after one year from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.

This agreement to arbitrate shall be specifically enforceable. A Party may apply to the Yamhill County Circuit Court, Yamhill County, Oregon for interim or conservatory relief, including without limitation a proceeding to compel arbitration.

The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, the arbitrator shall be selected by the American Arbitration Association.

The arbitration shall be conducted in McMinnville, Oregon, and the laws of the State of Oregon shall be applied in any arbitration proceedings, without regard to principles of conflict of laws.

It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

Except as may be required by law, neither a party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties.

The Parties shall not be entitled to discovery in the arbitration except that any Party shall be entitled to request no more than 200 pages of documents and to take three depositions not to exceed 2 hours for each such deposition.

The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten days before the arbitration hearing.

The arbitrator shall have no authority to award punitive/consequential/special/ indirect damages, or injunctive or equitable relief, and any award shall not exceed the costs of the fees paid by a participant for attendance at the seminar giving rise to the dispute. The arbitrator shall award interest from the time of the breach to the time of award at the rate of 9%. Each party shall bear their own costs of arbitration, including their own attorney's fees. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction.

### **Cancellation Clause**

In the unlikely event that a seminar is canceled or rescheduled by ELSI Legal, LLC, registrants will receive a full refund, or may choose to apply the funds to another ELSI Legal, LLC seminar. ELSI Legal, LLC is not liable for any expenses incurred due to re-scheduling or cancellation, including travel or lodging expenses.

Cancellations (by Registrants): Cancellations must be completed by notifying ELSI Legal, LLC via email at [info@elsilegal.com](mailto:info@elsilegal.com). All seminars have limited seating, in the event you cannot attend please allow room for other registrants to participate by cancelling your enrollment at the earliest possible date.

Registrant cancellation received thirty days before the start of seminar will receive a full refund, minus a \$25 fee to cover administrative costs. Registrant cancellation received between fifteen and eight days before the start of seminar will incur a cancellation fee of 25% of the registration price. This fee is not refundable and cannot be credited to any other seminar fee. Registrant cancellation received between seven days and two days before the start of seminar will incur a cancellation fee of 50% of the registration price. This fee is not refundable and cannot be credited to any other seminar fee. Registrant cancellations received less than two (2) days before the seminar or failure to attend without notice of cancellation will be charged for the full seminar fee. There is no credit or refund due to cancellation with less than two days notice or failure to attend without at least two (2) days notice.

IF YOU CANNOT ATTEND A SEMINAR, YOU CAN ALWAYS SEND ANOTHER PERSON FROM YOUR AGENCY WITHOUT INCURRING ANY CANCELLATION FEES. PLEASE SEND US AN EMAIL LETTING US KNOW, AND WHO WILL BE ATTENDING ON YOUR BEHALF.