Downloadable and Streaming Digital Products Terms and Conditions of Sale

**Please review these Terms carefully as they serve as an enforceable contract between us and contain important information about your legal rights, remedies, and obligations.**

**1.0 Introduction**

These terms and conditions set out the terms and conditions between you, the customer, and HiveTek Corporation (“us”, “we”, “our”), governing the use of our website and our downloadable digital recordings and streaming digital products including the content therein (the “products”). Your use of our website, and purchase, download and use of our products, constitutes your full acceptance of these terms and conditions. If you do not agree with these terms and conditions, you should not use our website or purchase, download, or use any of our products.

**2.0 License and Use**

Your purchase of one of our products constitutes our granting to you of a non-exclusive, non-sublicensable, non-transferable license to download and/or access that product for the purpose of your own personal use and reference, and in the case of downloadable digital products, print or convert the product to an image or vector format for your own storage, retention, and reference (the “purpose”). You agree that under no circumstances shall you use, or permit to be used, any product other than for the aforesaid purpose. For the avoidance of doubt, you shall not copy, re-sell, sublicense, rent out, share, or otherwise distribute any of our products, whether modified or not, to any third party. You agree not to use any of our products in a way which might be detrimental to us or damage our reputation.

**3.0 Intellectual Property**

The products, whether modified or not, and all intellectual property and copyright contained therein, are and shall always remain our sole and exclusive property. You agree that under no circumstances, whether the product has been modified or not, shall you have or attempt to claim ownership of any intellectual property rights or copyright in the product.

**4.0 Refunds and Chargebacks**

Once a product has been purchased by you, no right of cancellation or refund exists under the Consumer Protection (Distance Selling) Regulations 2000 due to the electronic nature of our products. Any refunds shall be at our sole and absolute discretion. You agree that under no circumstances whatsoever shall you initiate any chargebacks via your payment provider. You agree that any payments made by you for any of our products are final and may not be charged back. We reserve the right to alter any of our prices from time to time.

**5.0 Warranties and Liability**

We make every effort to ensure that our products are accurate, authoritative, and fit for the use of our customers. However, we take no responsibility whatsoever for the suitability of the product, and we provide no warranties as to the function or use of the product, whether express, implied, or statutory, including without limitation any warranties of merchantability or fitness for particular purpose. You agree to indemnify us against all liabilities, claims, demands, expenses, actions, costs, damages, or loss arising out of your breach of these terms and conditions. Furthermore, we shall not be liable to you or any party for consequential, indirect, special, or exemplary damages including but not limited to damages for loss of profits, business or anticipated benefits whether arising under tort, contract, negligence or otherwise whether foreseen, reasonably foreseeable or advised of the possibility of such damages.

**6.0 Privacy**

Your use of our products is subject to our Privacy Policy. Please review our Privacy Policy, which also governs our products and informs users of our data collection practices.

**7.0 Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collection actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and us agree otherwise, the arbitrator may not consolidate more than one person’s claims, and may not otherwise preside over any form of a representative or class proceedings.

**8.0 Using Our Content at Your Own Risk**

Our platform model means we do not review or edit the content for legal issues, and we are not in a position to determine the legality of content. We do not exercise any editorial control over the content that is available on the platform and, as such, do not guarantee in any manner the reliability, validity, accuracy, or truthfulness of the content. If you access content, you rely on any information provided by an instructor at your own risk.

By using the Services, you may be exposed to content that you consider offensive, indecent, or objectionable. Udemy has no responsibility to keep such content from you and no liability for your access or enrollment in any course or other content, to the extent permissible under applicable law. This also applies to any content relating to health, wellness, and physical exercise. You acknowledge the inherent risks and dangers in the strenuous nature of these types of content, and by accessing such content you choose to assume those risks voluntarily, including risk of illness, bodily injury, disability, or death. You assume full responsibility for the choices you make before, during, and after your access to the content.

When you interact directly with a student or an instructor, you must be careful about the types of personal information that you share. While we restrict the types of information instructors may request from students, we do not control what students and instructors do with the information they obtain from other users on the platform. You should not share your email or other personal information about you for your safety.

We do not hire or employ instructors nor are we responsible or liable for any interactions involved between instructors and students. We are not liable for disputes, claims, losses, injuries, or damage of any kind that might arise out of or relate to the conduct of instructors or students.

When you use our Services, you will find links to other websites that we don’t own or control. We are not responsible for the content or any other aspect of these third-party sites, including their collection of information about you. You should also read their terms and conditions and privacy policies.

**6.0 General**

These terms and conditions constitute the entire agreement and understanding between you and us for the supply of downloadable digital products and streaming digital products and shall supersede any prior agreements whether made in writing, orally, implied, or otherwise. The failure by us to exercise or enforce any right(s) under these terms and conditions shall not be deemed to be a waiver of any such right(s) or operate to bar the exercise or enforcement thereof at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. You agree that monetary damages may not be a sufficient remedy for the damage which may accrue to us by reason of your breach of these terms and conditions, therefore we shall be entitled to seek injunctive relief to enforce the obligations contained herein. The unenforceability of any single provision within these terms and conditions shall not affect any other provision hereof. These terms and conditions, your acceptance thereof, and our relationship with you shall be governed by and construed in accordance with English law and both us and you irrevocably submit to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with these terms and conditions or our relationship with you.