



Terms of Use

The www.bestaskclaudia.com's Terms of Use are sectioned into:

- **General Terms of Use, and**
- **Additional Terms and Conditions for Suppliers, Commercial Third Party Users, and Affiliates Programs.**

⇒ If you're visiting this website for informational purposes only, please refer to Section 1.

⇒ If your website visit has commercial or technical relevance, please refer to Sections 1. and 2.

1. General Terms of Use

Your use of this Website constitutes your acceptance of Best Ask Claudia's Terms and Conditions (herein referred to as Terms of Use or Agreement).

1.1. Service and Coaching Disclaimer

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1.2. Your ability to accept Best Ask Claudia's Terms of Use and Privacy Policy

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service.

1.3. Your acceptance of Best Ask Claudia's Terms of Use

Your use of and/or visitation to the Website signifies your agreement to (1) these Terms and Conditions (the "Terms of Use") and (2) Best Ask Claudia's Privacy Notice (please refer to the Privacy Policy link on this Terms of Use page). If you do not agree to any of these terms or Best Ask Claudia's Privacy Notice, please do not use this website. In its sole discretion, Best Ask Claudia may modify or revise these online Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. We recommend you periodically review the most up-to-date version online. Any copies you choose to print at your sole responsibility or discretion should be discarded after each use to guarantee a most updated version.



1.4. Your acceptance of Best Ask Claudia's Privacy Policy

Your acceptance of these Terms of Use and/or use of the site also constitutes your acceptance of Best Ask Claudia's Privacy Policy.

1.5. Your use of this website – Permissions and restrictions

Claudia Götschi/Best Ask Claudia/www.bestaskclaudia.com hereby grants you permission to access and use the Website as set forth in these Terms of Use, under the following conditions:

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Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All claims should be sent to legal@bestaskclaudia.com.

For clarity, only WIPO, DMCA, or EUCD notices should go to the Copyright agent; any other feedback, comments, requests for technical support, and other communications should be directed to Best Ask Claudia's customer service department at support@bestaskclaudia.com. You acknowledge that if you fail to comply with all of the requirements of this Section 1.5.1.1, your claim may not be valid.

If you are the owner or an agent thereof, of material that was removed from the website or disabled after Best Ask Claudia received a copyright infringement notice, and you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material, you may ask that the material be restored by sending Best Ask Claudia a counter-notification. Section 512 (g) of the Copyright Act requires that your counter-notification include all of the following:

Your physical or electronic signature, identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled. A statement that you in good faith believe(d) that the content was removed or disabled as a result of mistake or a misidentification of the content; and your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the copyright Agent, Best Ask Claudia may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days.



Unless the copyright owner files an action seeking a court order against the content provider, member or user, and provides Best Ask Claudia with notice of the same, the removed content may be replaced, or access to it restored, within 30 business days or more after receipt of the counter-notice, at Best Ask Claudia's sole discretion.

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1.8. Indemnification

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1.9. Best Ask Claudia Liability

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Any claims arising in connection with your use of the website or any content must be brought within one (1) month of the date of the event giving rise to such action occurred. Remedies under these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

1.10. Disputes

You expressly agree that any claim or controversy arising out of or related to these Terms of Use, the website, or the services or products provided on or through the website shall be settled by binding arbitration to be held at the courts of Best Ask Claudia's current office location in the US in accordance with the rules of the American Arbitration Association. Any such claim or controversy shall be arbitrated on an individual basis and shall not be consolidated with a claim of any other party. The foregoing shall not preclude Best Ask Claudia from seeking any injunctive relief in any court of competent jurisdiction for protection of Best Ask Claudia's intellectual property rights. You further agree and expressly consent to the exercise of personal jurisdiction of the Best Ask Claudia office locations for the enforcement of this arbitration agreement and of any arbitration award in connection with any such dispute including any claim involving Best Ask Claudia or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

These Terms of Use are governed by the internal substantive laws of the State of Best Ask Claudia's current U.S. office location, without respect to its conflict of the laws principles. If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

1.11. Entire Agreement

As outlined in section 1.3 of these Terms of Use, any area of the Best Ask Claudia Terms and Use or Privacy Policy may be revised, modified, altered or updated in the future without notification or cause. You agree that after consenting, you will be bound by such revisions, modifications, alterations, or updates. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, without limitation, posting on the site, or by electronic or conventional mail, or by any other means. Any use of the site by you after such notice shall be deemed to constitute acceptance of such changes, modifications, additions or deletions.

This agreement also includes the policies incorporated by reference, setting forth the entire understanding and agreement of the parties relating to the subject matter hereof, and it supersedes any prior or contemporaneous understandings of any kind or nature. By agreeing to these terms, you represent that you are not relying on any agreement, representation or warranty pertaining to the subject matter hereof that is not expressly set forth herein.

1.12. Severability

The provisions of these Terms of Use are severable, and in the event any provision hereof is determined to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions hereof.

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2. Additional Terms and Conditions for Suppliers, Commercial Third Party Users, and Affiliates Programs

Acceptance of General Terms- and Additional Terms of Use

Your use of this Website constitutes your acceptance of Best Ask Claudia's, Claudia Goetschi's, or the Website's www.bestaskclaudia.com's (herein referred to as Best Ask Claudia) General Terms of Use as outlined in Section 1 above. You accept furthermore to be legally bound to any additional Terms of Use constituent under Additional Terms and Conditions for Suppliers, Commercial Third Party Users, and Affiliates Programs (in this section referred to 'Additional Terms of Use' or 'Agreement').

2.1. Use of automated systems and otherwise technical programs

You agree not to use or launch any automated systems, including but not limited to robots, spiders, or offline-readers, that accesses the Website in a manner that sends more request messages to the Best Ask Claudia servers in a given period of time than a conventional online web browser can handle.

You agree not to upload, post, e-mail or otherwise send or transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Best Ask Claudia website. You also agree not to interfere with the servers or networks connected to the website or to violate any of the procedures, policies or regulations of networks connected to the Website.

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2.2. Use of automated systems and otherwise technical programs

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2.3. Establishing a www.bestaskclaudia.com account

In order to access some features of this website, you will have to create a Best Ask Claudia account. Establishing an account does not guarantee acceptance of your submission. Best Ask Claudia reserves the right to review every request with the right to deny it. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Best Ask Claudia immediately of any breach of security or unauthorized use of your account. Although Best Ask Claudia will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Best Ask Claudia or others due to such unauthorized use. The creation of a Best Ask Claudia account is an explicit acceptance by you of these Terms of Use.

By establishing an account with the Website, you consent to receiving electronic communications from Best Ask Claudia relevant to the established services as part of your relationship with Best Ask Claudia You agree furthermore that this type of communication will satisfy any legal communication requirements, including any requests for information to be in writing.

2.4. Right to Terminate

Best Ask Claudia reserves the right to terminate or restrict your use of our service, or your access to upload/download account/member/supplier information or materials without notice, for any or no reason whatsoever, anytime.