

# TERMS AND CONDITIONS

## TERMS OF PARTICIPATION

Please READ carefully by purchasing this product you (herein referred to as "Client") agrees to the following terms stated herein.

## PROGRAM/SERVICE

Claus Lauter, idube Pte Ltd (herein referred to as "Claus Lauter", "idube Pte Ltd" or "Company") agrees to provide the membership program, "Get Conversions" (herein referred to as "Program") identified in online commerce shopping cart. Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## DESCRIPTION OF SERVICES

Company shall provide Client with business coaching and advising services ("Services") include the following:

- Access to the "Get Conversions" Ecommerce Accelerator Course
- Coaching calls with Claus Lauter
- Daily email support between calls
- Access to the private members' community
- Full Conversion Optimization Audit of one ecommerce store with actionable recommendations (CRO/UX)
- Full Access to the Email Marketing Automation System (Klaviyo)

## COACH-CLIENT RELATIONSHIP

A business coaching relationship is a partnership between two or more individuals or entities. This relationship is not a legal partnership, instead more like a teacher-student or coach-athlete relationship. Each party must uphold their obligations for the coaching relationship to be successful.

## FEES

The Get Conversions membership program has a monthly recurring subscription. As a recurring member, you will be automatically renewed at your original subscription rate until you cancel. (Note: While subscription rates are increased from time-to-time, we honor your initial rate so long as you remain an active paying member).

In exchange for access to the course, coaching services & community, Client agrees to pay Company the following fees and according to the following options:

Group Coaching Program (Monthly All Access): \$799 1-time Join Fee + \$199/month  
1-on-1 Coaching Program (Monthly All Access): \$799 1-time Join Fee + \$399/month

## CANCELLATION

Client may cancel subscription at any time, which will become effective upon your renewal date. The cancellation does not preclude Client from accessing premium content. Instead, Client will continue to have access to all materials and information until the current subscription ends.

Methods of Cancellation: Client may cancel by emailing us at least 2 business days prior to your renewal date and request that Client account be canceled.

## **FINANCIAL OBLIGATION**

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, Client will be notified by e-mail and has a 3 day grace period to make the payment following the due date. During this time, the Program will be put on hold and no Coaching Sessions will be held, including during the grace period. If no payment is made within the 3 day grace period, the Program will automatically terminate and Client will forfeit any remaining Coaching Sessions and Program access. Payments must be received at least 24 hours prior to the first scheduled Coaching Session, otherwise, the Coaching Session is canceled and cannot be made up until payment resumes. If Client has an outstanding balance, Company reserves the right to revoke access to all products and services associated with this purchase.

Disclaimer: Nothing contained in this Program is intended to be a substitute for other business tools and services. Company might recommend additional software licenses, apps, ad spend, web development or other services to Client. These expenses are paid to 3rd party providers and are not part of this agreement.

## **METHODS OF PAYMENT**

If Client elects to pay by monthly recurring payments, Client authorizes the Company to charge Client's credit card, debit card. If Client elects to pay in FULL, Client may pay by credit card or debit card.

## **REFUND POLICY**

Client can cancel the agreement/program within 14 business days of the first coaching call for a full 100% refund. No refunds will be issued after 14-days. After day 14, all payments are non-refundable and client is responsible for monthly payment of the membership fees for the program regardless if he/she completes the program. Client can cancel at any time after the first month and access will be granted for the rest of the payment period month.

If you have any questions or problems, please let me know by contacting by contacting [claus@clauslauter.com](mailto:claus@clauslauter.com)

## **CONFIDENTIALITY**

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or (c) is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

## **NO TRANSFER OF INTELLECTUAL PROPERTY**

Idube Pte Ltd program have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of idube Pte Ltd. No license to sell or distribute Company's materials is granted or implied. By purchasing this program, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

## **CLIENT RESPONSIBILITY**

Program is developed for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from the Program. Company makes no representations, warranties or guarantees verbally or in writing. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that Client will reach their goals as a result of participation in the Program. Program education and information is intended for a general audience and does not purport to be, nor should it be construed as, specific advice tailored to any individual. Company assumes no responsibility for errors or omissions that may appear in any program materials.

## **INDEPENDENT CONTRACTOR STATUS**

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

## **FORCE MAJEURE**

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

## **SEVERABILITY/WAIVER**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

## **LIMITED LIABILITY**

Idube Pte Ltd makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered. In no event shall the Company be liable to the Client for any indirect, consequential or special damages. Notwithstanding any damages that the Client may incur, the Company's entire liability under this Agreement, and the Client's exclusive remedy, shall be limited to the amount actually paid by the Client to the Company under this Agreement for all coaching services rendered through and including the termination date. Client agrees that the Company is not liable or responsible for any actions or inactions, or for any direct or indirect result of any services provided by the Company.

## **TERMINATION**

Company is committed to providing all clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

## **ENTIRE AGREEMENT**

This document reflects the entire agreement between the Company and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Agreement supersedes all prior written and oral representations. The Agreement may not be amended, altered or supplemented except in writing signed by both the Company and the Client.

## **DISPUTE RESOLUTION AND LEGAL FEES**

Client and Company will do their best to work out any differences through a phone conversation or via email. However, should a dispute ever arise, it is agreed that to submit a binding arbitration before a single arbitrator, selected jointly. Prior to seeking arbitration, the Client must submit a complaint with full details about the dissatisfaction with the Program via e-mail to [claus@clauslauter.com](mailto:claus@clauslauter.com). The Client understands that the only remedy that can be awarded through arbitration is a refund of payments made to date. No award of consequential or of any other type of damages may be granted. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. By acknowledging this Agreement Client agrees to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted in an e-mail, or shall otherwise be forfeited forever. Arbitration will be held in Singapore and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

## **LEGAL AND BINDING AGREEMENT**

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in Singapore, the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

## **SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## **WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of Singapore and the courts of Singapore shall be the sole forum for resolving disputes hereunder.

## **EARNINGS DISCLAIMER**

Every effort has been made to accurately represent this product and its potential.

This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by Facebook, nor have they been reviewed, tested or certified by Facebook.

There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the person using our product, ideas and techniques. We do not position this product as a "get rich scheme."

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, ideas and techniques mentioned, your finances, knowledge and various skills. Since these factors differ according to individuals, we cannot guarantee your success or income level. Nor are we responsible for any of your actions.

Materials in our product and our website may contain information that includes or is based upon forward-looking statements. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's,

in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

If you do not understand or agree with any of these conditions, please do not sign up for the Program. If you require further clarification, please contact [claus@clauslauter.com](mailto:claus@clauslauter.com)

Claus Lauter  
Founder/Director

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