

## **WWW.SOFIAGOBBI.COM and SOFIA GOBBI Terms & Conditions**

Please read these Terms & Conditions carefully and in their entirety before using [www.sofiagobbi.com](http://www.sofiagobbi.com) (hereinafter referred to as the “Site”). The Site and its content are owned by Sofia Gobbi.

**PURPOSE:** These Terms & Conditions are here to clearly explain, outline, and layout the rules, terms, and conditions of using, viewing, and/or browsing the Site and/or purchasing or downloading any music, program, course, service, or product offered on or by us or the Site.

**IMPORTANT NOTES:** By using the Site in any capacity, you voluntarily agree to these Terms & Conditions. You agree that you have read, understood, and consented to these Terms & Conditions. If you have any questions, please contact Allyson at [info@sofiagobbi.com](mailto:info@sofiagobbi.com).

You must be at least 18 years old and be able to consent to these Terms & Conditions. If you are under the age of 18, or you do not agree with these Terms & Conditions as stated herein, please **STOP** now and do not use this Site or its content. By using the Site, you agree to the Terms & Conditions as stated herein, regardless of whether or not you have read these Terms & Conditions.

These Terms & Conditions contain an **Arbitration Clause** and require you to dispute or resolve any claim with us through Arbitration. By agreeing to these Terms & Conditions, you agree to the Arbitration Clause in Paragraph No. 18 and voluntarily waive your right to a jury trial.

By proceeding on the Site, you hereby agree to the following:

### **1. Definitions:**

“**Company**”, “**We**”, “**I**”, “**Our**”, or “**Us**” means Sofia Gobbi and our website, [www.sofiagobbi.com](http://www.sofiagobbi.com)

“**Content**” means any and all written, visual, video, or audio information contained on the Site, including, but not limited to, any and all e-mails received from Sofia Gobbi, [info@sofiagobbi.com](mailto:info@sofiagobbi.com) and/or [www.sofiagobbi.com](http://www.sofiagobbi.com) and any and all written or downloadable material purchased, viewed, or otherwise offered by Sofia Gobbi and/or on [www.sofiagobbi.com](http://www.sofiagobbi.com) including, but not limited to, music, lyrics, videos, social media posts, blog posts, graphics, newsletters, designs, documents, information, templates and materials.

“**Personal Information**” means information that can be used on its own or in conjunction with other information to identify, contact, or locate a person, or to identify an individual in context. For example, personal information includes, among other things, your name, date of birth, address, telephone number, e-mail address, credit card information, site behavior, etc.

“**Site, Services, and/or Products**” means [www.sofiagobbi.com](http://www.sofiagobbi.com) Content (as defined herein), e-mail list/newsletters, blog posts, social media posts, music, merchandise, tickets, digital downloads, website materials, and/or templates available on the Site.

“Site” means [www.sofiagobbi.com](http://www.sofiagobbi.com) and any and all of the Company’s associated pages, tabs, landing pages, forms, or sub-pages.

“You” or “Your” means the customer, user, or viewer of the Site.

## **2. Consent:**

By using the Site and/or making any Purchase, you implicitly and voluntarily agree to act in accordance with, and abide by, these Terms & Conditions, our [Privacy Policy](#), and Disclaimer.

By using the Site and/or making any Purchase, you represent and warrant that you are at least 18 years old. Any use of, or access to, the Site and its Content by anyone under the age of 18 is unauthorized and in direct violation of these Terms & Conditions and our [Privacy Policy](#).

## **3. Site Rules:**

By using the Site and/or making any Purchase, you hereby agree & consent not to:

- Abuse or harass any person through or on the Site.
- Post or transmit obscene, offensive, libelous, defamatory, pornographic, or abusive content, as well as content that infringes our intellectual property rights or those of another person, website, or company.
- Use the Site in any way or for any purpose which violates any law of the United States and the jurisdiction in which you use the Site.
- Post or transmit any “spam” or unwanted, unsolicited content.
- Post copyrighted materials, photographs, or content which do not belong to you.
- Promote or sell your own content, services, or products through the Site, or the content, services, or products of anyone else other than us.
- Copy, download, share, post, or transmit our intellectual property in any way that infringes on our intellectual property rights.

## **4. DISCLAIMER:**

It is a possibility that Site visitors will post materials or information on the Site that are misleading or wrong or that otherwise violate this Agreement. We, our Representatives, Providers and Affiliates do not endorse and are not responsible for any materials or information made available through the Site or your use of such information or materials. All Submissions will be deemed to be non-confidential and may be used by us, Sofia Gobbi and [www.sofiagobbi.com](http://www.sofiagobbi.com) (i) without confidentiality or other non-disclosure obligations and (ii) without attribution to you or any third party. We reserve the right, in our sole discretion and at any time, to set limits on the number and size of any Submissions that may be posted on the Site or the amount of storage space available for Submissions.

## **5. Your Consent to These Terms & Conditions:**

By using this Site, or Purchasing or Downloading from our Site, Services, and/or Products, you implicitly and voluntarily agree to these Terms & Conditions as stated herein.

## **6. Changes To These Terms & Conditions:**

We reserve the right to amend, change, or otherwise alter these Terms & Conditions at any time without notice to you. When changes are made to these Terms & Conditions, we will update the “Updated on” date at the bottom of this page. If you do not agree with these Terms & Conditions, please do NOT use our Site, implement or read its Content, or Download or Purchase anything from us.

## **7. Links to Third-Party or External Websites:**

The Site may contain or include website URL links to third-party or external websites. Typically, these URL links are provided so that you may directly access a site that contains relevant information. Please note that we are not liable for any of the information contained on or within the third-party or external websites. We are not responsible for the way they handle your personal information, whether they have a privacy policy, or any information you provide to them by visiting their website. You are responsible for reading and agreeing to, or expressing disagreement with, the external website's privacy policy or terms & conditions.

## **8. Intellectual Property Ownership:**

The Site and its Content are intellectual property solely owned by Sofia Gobbi. The Site and its Content are protected by United States and EU copyright and trademark laws, as well as state intellectual property laws. Any violations of this term, and all terms contained herein, will be legally pursued to the fullest extent permitted by law.

## **9. Our Limited License to You:**

If you view, access, or Purchase the Site, Services, and/or Products, you are considered our Limited Licensee ("Licensee"). As a Licensee, you agree and understand that the Site, Services, and/or Products have been created, written, invented, developed, and drafted by us after a significant investment of time, hard work, money, education, and brainpower. The Site, Services, and/or Products are extremely valuable to us, both professionally and personally, and we take the protection of our Site, Services, and/or Products very seriously.

You may not use the Site, Services, and/or Products in any manner that is unauthorized, improper, against these Terms & Conditions or our [Privacy Policy](#), or which violate U.S. intellectual property laws unless authorized by us in writing beforehand.

## **10. Your License to Us:**

By commenting on the Site, or submitting documents to Sofia Gobbi via newsletter, contact form, social media, or e-mail, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant us a license to use your comments or submissions in any way we see fit, as it relates to our business purposes.

## **11. Purchase & Access Terms:**

During the course of your use, Purchase, and/or Download from the Site, Services, and/or Products, you agree and understand that you cannot distribute, copy, forward, and/or share information prohibited by these Terms & Conditions. You also agree and understand that you are to take all necessary steps to make sure that you do not inadvertently share or distribute said materials, including, but not limited to, protecting your password (if any) to the Site to access your Purchase or Download. Any violations of these Terms & Conditions will be legally pursued to the fullest extent permitted by law.

## **12. Sharing the Site & Its Content:**

You must request and receive written permission by e-mail [info@sofiagobbi.com](mailto:info@sofiagobbi.com) before sharing our Site and its Content for commercial purposes. You may share the site for personal purposes, but we ask that you link directly to the Site. You are required to give us and the Site credit by linking to the Site and its Content if you share it on social media or your own website, including all photographs. Since the Site and its Content are not yours, you may not in any way imply or represent that the Site or its Content are yours or that you in any way created, caused, or

contributed to the Site or its Content. You may not make any claims that you are in any way associated with Sofia Gobbi.

**13. No Claims Made Regarding Results:**

Any and all current or past client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each customer or client and his/her/their circumstances are unique and nothing shall be interpreted as a guarantee that you will experience the same results as another customer or client of ours.

**14. DISCLAIMER - No Warranties, Guarantees, or Representations Are Being Made:**

We do not offer any warranties, of any variety, regarding the Site, Services, and/or Products, and/or your Purchase or Download, in any way. The Site, Services, and/or Products, and/or your Purchases or Downloads are offered “**AS IS**” and without warranties of any kind, neither express nor implied, to the extent permitted by law.

**15. Your Release of Us:**

By using the Site or Purchasing, Downloading, or using Sofia Gobbi’s Site, Services, and/or Products, you agree to release, forgive, and forever discharge Sofia Gobbi, its subsidiaries, agents, employees, contractors, subcontractors, and affiliates from any and all claims, suits, demands, charges, actions, liabilities, damages, judgments, and/or costs, whether known or unknown, both legal and equitable in any manner.

**16. Errors & Omissions:**

Every effort is made to provide up-to-date accurate information both on the Site and through our services. However, due to the complexity of the issues we cover, Sofia Gobbi does not and cannot warrant, represent, or guarantee that such information is free from errors, accurate, or up-to-date at all times. You should do your due diligence, research, or consult with a professional to ensure that all information you receive, act upon, or rely on from this Site and/or from our services is accurate and up-to-date.

**17. Our Refund Policy:**

We will do everything within our ability (and within reason) to ensure your satisfaction. Refunds will not be issued for products already purchased. If you have any questions or concerns, or if there is anything we can do to make your experience a more pleasant one, please e-mail Allyson at [info@sofiagobbi.com](mailto:info@sofiagobbi.com).

**18. ARBITRATION CLAUSE:**

If you have any complaint or should any issue arise in the use of the Site or Sofia Gobbi’s Services and/or Products, please contact us directly first by emailing Sofia at [info@sofiagobbi.com](mailto:info@sofiagobbi.com).

However, if we are unable to amicably resolve your dispute in that manner, you agree that you and Sofia Gobbi shall submit your dispute to binding arbitration with the Italian Arbitration Association, before an arbitrator that is mutually agreed upon, in accordance with the AIA’s rules.

By agreeing to this term, you hereby agree and understand that you are waiving your right to a jury trial in court, which would otherwise be available to you if not for this Arbitration Clause. Should any arbitration hearing need to be held, it shall be held within 40 miles of Ivrea, (TO) Italy.

If the arbitrator issues an award and a judgment is made, the judgment will be binding and will be entered in court in the State of Piemonte, Italy. The only award that can be issued to you is a

refund of any payment made to [www.sofiagobbi.com](http://www.sofiagobbi.com) for the applicable Product or Service. You are not permitted to seek additional damages, including consequential or punitive damages.

**19. Consent to Governing Law:**

These Terms & Conditions, and any dispute arising out of it, shall be governed by the laws of the State of Piemonte, Italy.

**20. Consent to Jurisdiction:**

You hereby irrevocably consent to the exclusive jurisdiction and venue of any Regional Court in Italy for the Region of Piemonte or a state court located within the State of Piemonte, Italy in connection with any matter arising out of these Terms & Conditions, [Privacy Policy](#), Disclaimer, or as a result of your use, Download, or Purchase from the Site, Courses, Services, and/or Products.

**21. Consent to Service:**

You hereby irrevocably agree that process may be served on you in any manner authorized by the Laws of the State of Piemonte, Italy for such persons, and you waive any objection which you might otherwise have to service of process under the laws of the State of Piemonte, Italy.

**22. Payment & Purchases:**

When you Purchase or Download one of our Services and/or Products from us or the Site, you may pay by Stripe. By doing so, you give [www.sofiagobbi.com](http://www.sofiagobbi.com) permission to automatically charge your credit card for payment. You will receive an electronic receipt following your Purchase, which you should retain for your records.

If you select the installment or “pay over time” option at checkout, you agree that [www.sofiagobbi.com](http://www.sofiagobbi.com) has permission to automatically charge, without checking with you before each installment transaction is charged, the amount due on the date(s) agreed upon at checkout.

If your payment method fails or is otherwise declined, you will be removed from, or canceled from having access to, our Services and Products. Please note, in the event your payment method is declined at any time, you are **still responsible** for the full cost of your Purchase.

We do not accept any chargeback threats (real or threatened). If any chargebacks are placed on a Purchase or Download of our Services and Products, we will report said incident to the major credit reporting agencies. Doing so could have a negative impact on your credit report and/or credit score. Should we need to do so, and you would like to have this report removed from your credit report, please contact us to arrange for payment owed. Once payment owed is received, we will make the appropriate reports to the credit agencies.

Payment processing companies may have different privacy policies and practices than we do. We are not responsible for the policies of the payment processing companies. As with any online purchase, there are circumstances beyond our control which may compromise your credit card or payment method. We are not liable or responsible for any of those circumstances.

You hereby release us from any and all damages related to your payment or use of our payment processing companies in which you incur and further agree not to assert any claims against us or them for any damages which arise from your Purchase or use of our Site and its Content.

**23. Limitation of Liability:**

Sofia Gobbi is not responsible or liable in any way for any and all damages you receive directly or indirectly from your use, Purchase, or Download from our Site, Services, and/or Products. We do not assume liability for damages, injuries, harm, death, misuse of (or failure to properly use) information or documents, due to any act, or failure to act, by you. Notwithstanding anything to the contrary contained herein, your sole and exclusive remedy for negligence, failure to perform, or breach by us shall be a refund of the amount paid for such service or product. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

#### **24. Defense & Indemnification**

You shall, at all times, indemnify, defend, and hold harmless Sofia Gobbi, [www.sofiagobbi.com](http://www.sofiagobbi.com), and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any proceeding (a) brought by either a third-party or by Sofia Gobbi and [www.sofiagobbi.com](http://www.sofiagobbi.com) (b) arising out of your breach of your obligations, representations, warranties, or covenants under these Terms & Conditions or the [Privacy Policy](#); and (c) arising out of any alleged breach or negligence said to have been committed by us.

#### **25. Termination of Your Use**

At our sole discretion, we are permitted to terminate your use or access to the Site, Services, and/or Products, and Purchases/Downloads if you abuse, violate, or breach any of these Terms & Conditions: [Privacy Policy](#), [Disclaimer](#), or any other terms to which you have agreed to.

#### **26. Entire Agreement**

These Terms & Conditions, our [Privacy Policy](#), and [Disclaimer](#) constitute the entire agreement between you and us with respect to the Site, Services, and/or Products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site, Services, and/or Products.

#### **27. Severability**

The provisions of these Terms & Conditions are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of these Terms & Conditions are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on these Terms & Conditions as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

#### **28. Your Privacy & Security on the Site:**

Please read our [Privacy Policy](#) for how we handle your personal information.

#### **29. Contact**

If you have any questions or concerns regarding these Terms & Conditions, you may contact us using the following information:

- Website: Sofia Gobbi and <https://www.sofiagobbi.com>. E-mail: Sofia at [info@sofiagobbi.com](mailto:info@sofiagobbi.com)

**Updated on 2 May 2022**