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Terms of Use

Last Updated on October 10th, 2022

All Other Policies Are Agreed To By Accepting These Terms, you can view them individually here:

[Disclaimer](#) | [Privacy Policy](#) | [Refund Policy](#) | [GDPR](#)

UNDERSTAND THIS COMPLETELY:

By consuming any information from Avanti Enterprises© through our websites, brands or associated information channels such as but not limited to email, messengers or social media - You agree to all policies below, and you agree that these policies may update at any time without notice. Therefore, you agree you are solely responsible to keep yourself updated on any and all current policies.

This Agreement sets forth Your rights and obligations as a Avanti Enterprises© visitor or account user. By submitting any information or selecting an agreement checkbox on any page you indicate that you have read and understood all policies on this page and all other policies pages.

1. Definitions

- A. Avanti Enterprises© refers to this company, we may also use the words “we”, and “us”.
- B. In this Agreement, references to Avanti Enterprises© as a Party mean and refer to Avanti Enterprises©, and it’s owner(s), parent company(ies), affiliate entities, and employees, and assigns.
- B. “Parties” mean Avanti Enterprises© and You. Avanti Enterprises© and You are each a “Party.”
- C. “Terms” mean and refer to the Terms and Conditions set forth herein.
- D. “User” refers to a person who has created an account with us, if applicable. “User Account” refers to a User’s account with us.
- E. “You” and “Your” means the user who has executed this Agreement by clicking “I Agree.” at any time on any page.
- F. The phrase “clicking ‘I Agree’” - will always refer to any time these terms are accepted through an agreement checkbox, and can occur on any page that is under the umbrella of Avanti Enterprises© or our other brand’s websites or any domains owned or operated by Avanti Enterprises©, whether expressly identified or not identified. In the event you have a claim against any alternate website domain operated by Avanti Enterprises© you agree to hold harmless Avanti Enterprises©.
- G. The word websites shall include, but not limited to; any website/webpage you visit that we own. This also includes any alternate content distribution provider, such as social media, content media any media channel owned by us that a 3rd party may provide. If you consume content on our pages/content channels then you agree to all terms listed in this document and all other policy documents.

2. Becoming a User

By clicking “I Agree” to these Terms at any time, transferring payment to Avanti Enterprises©, or creating a User Account, You become a User. There are various products and services available to Users. Avanti Enterprises©’s products, services, and prices are subject to change without notice. Price changes are effective immediately, By clicking “I Agree” and providing Avanti Enterprises© Your credit card information You authorizing Avanti Enterprises© to charge Your credit card in the amount indicated for the value of the services You select, including any future price changes. If you request a downgrade in services, the downgrade (and corresponding price reduction) will become effective immediately. By Your continued use of Avanti Enterprises© services, and unless You terminate this agreement as provided herein, You agree that Avanti Enterprises© may charge Your credit card monthly for the products and services You have selected, and You consent to any price changes for such services without notice.

3. Term and Termination

Your User contract with Avanti Enterprises© begins when You click “I Agree,” and will continue until either:

A. Avanti Enterprises© cancels Your account due to Your breach of any of the Terms of this Agreement. In the event this Agreement is cancelled due to Your breach, You will not be entitled to any refund or pro-ration, nor will You be entitled to any refund for any payments You have made to Avanti Enterprises©.

OR

B. You provide Avanti Enterprises© ten (10) days 'e-mail notice, as provided herein, of Your cancellation of Your account. If You provide such notice less than ten (10) days before the first day of

the next month, Your credit card may still be charged. You will not be entitled to pro-rate Your last month's use, nor will You be entitled to any refund for any payments from Avanti Enterprises©.

OR

C. Your credit card or Avanti Enterprises©'s charge is denied for any reason and You do not provide Avanti Enterprises© a new credit card within ten (10) days.

4. REFUNDS

There are no refunds of any kind, for any reason. Also, see our refund policy for more details.

5. No License to use Avanti Enterprises© Marks

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6. Indemnity.

You agree to protect, defend, indemnify and hold harmless Avanti Enterprises©, its officers, directors, employees, owner(s), and parent company(ies) and assigns from and against all claims, demands, and causes of action of every kind and character without limit arising out of Your conduct. Your indemnity obligation includes, but is not limited to, any third party claim against Avanti

Enterprises© for liability for payments for, damages caused by, or other liability relating to, You.

7. No Warranty; No Leads.

Avanti Enterprises© does not promise, guarantee or warrant Your business success, income, or sales. Additionally, Avanti Enterprises©'S WEBSITES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Avanti Enterprises© MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, RELIABILITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL ON OR ACCESSIBLE THROUGH ANY Avanti Enterprises© WEBSITE OR SERVICE. ANY RELIANCE ON OR USE OF SUCH MATERIALS SHALL BE AT YOUR SOLE RISK. Avanti Enterprises© MAKES NO REPRESENTATION OR WARRANTY (A) THAT ANY Avanti Enterprises© WEBSITE OR SERVICE WILL BE AVAILABLE ON A TIMELY BASIS, OR THAT ACCESS TO ANY Avanti Enterprises© WEBSITE OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE; (B) THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR (C) THAT ANY Avanti Enterprises©'S WEBSITE OR THE SERVERS OR NETWORKS THROUGH WHICH ANY Avanti Enterprises©'S WEBSITE IS MADE AVAILABLE ARE SECURE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

The Avanti Enterprises© websites may include inaccuracies, errors and materials that conflict with these Terms. In the event of any conflict between anything posted on any Avanti Enterprises© website and these Terms, these Terms shall control.

8. Limitation of Liability.

YOU AGREE THAT IN NO EVENT SHALL Avanti Enterprises©'S LIABILITY TO YOU FOR ANY CLAIM OF ANY KIND OR DESCRIPTION BE VALID. YOU WAIVE ANY RIGHT TO SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR DESCRIPTION. YOU WAIVE ALL RIGHTS TO ANY LOSS OR LIABILITY CLAIM AGAINST Avanti Enterprises©.

9. Force Majeure.

Avanti Enterprises© will not be responsible to You for any delay, damage, or failure caused by or occasioned by a Force Majeure Event. As used in this Agreement, "Force Majeure Event" shall mean: any act of God, act of nature or the elements, terrorism, insurrection, revolution or civil strife, piracy, civil war or hostile action, labor strikes, acts of public enemies, federal or state laws, rules and regulations of any governmental authorities having jurisdiction over the premises, inability to procure material, equipment, or necessary labor in the open market, acute and unusual labor, material, or equipment shortages, or any other causes beyond the control of Avanti Enterprises©. Delays due to any of the above causes shall not be deemed to be a breach of or failure to perform under this Agreement. Avanti Enterprises© shall not be required against its will to adjust any labor or other similar dispute except in accordance with applicable law.

10. Assignment of Rights.

Avanti Enterprises© may assign its rights under this Agreement at any time, without notice to You. Your rights arising under this Agreement cannot be assigned by without Avanti Enterprises©'s or its assigns express written consent.

11. Information; Registration; User Names and Passwords

As a Avanti Enterprises© User, You will be required to create an account with Avanti Enterprises©. You warrant that the information You provide Us is truthful and accurate, and that You

are not impersonating another person. You are responsible for maintaining the confidentiality of any password You may use to access Your Avanti Enterprises© User account, and You agree not to transfer Your password or User name, or lend or otherwise transfer Your use of or access to Your User account, to any third party. You are fully responsible for all transactions with, and information conveyed to, Avanti Enterprises© under Your User Account. You agree to immediately notify Avanti Enterprises© of any unauthorized use of Your password or User name or any other breach of security related to Your User account. You agree that Avanti Enterprises© is not liable, and You will hold Avanti Enterprises© harmless, for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

12. Release/Authorization to Use Photographs.

You grant Avanti Enterprises© permission to use any and all photographs taken by Avanti Enterprises© or its agents or employees, or submitted by You to Avanti Enterprises© as well as all written endorsements of Avanti Enterprises© that you send to us, or that you post on social media (photographs, social media posts, and messages sent to Avanti Enterprises© are hereinafter referred to as “Photographs”) in any Media (including print, internet, film, television and no matter how distributed or published) for any purpose, which may include, but shall not be limited to, advertising, promotion, marketing and packaging of Avanti Enterprises© or any product or service sold and marketed by Avanti Enterprises©. You agree that this authorization to use Photographs may be assigned by Avanti Enterprises© to any other party. You agree that that the Photographs may be combined with other Photographs, sounds, text and graphics, and that the Photographs may be manipulated, cropped, altered or modified in Avanti Enterprises©’s sole discretion. You agree not to charge a royalty or fee, and not to make any other monetary assessment against Avanti Enterprises© in exchange for this Release and Assignment. You hereby release and forever discharge Avanti Enterprises© from

any and all liability and from any damages You may suffer as a result of the use of the Photographs. You further acknowledge and agree that this Release is binding upon Your heirs and assigns. You agree that this Release is irrevocable.

13. Prohibited Activity.

Avanti Enterprises© has the right to terminate this Agreement at any time if you engage or have ever engaged in any of the following:

A. **HARMFUL ACTS.** Any dishonest or unethical business practice; any violation of the law; infliction of harm to Avanti Enterprises©'s reputation; and the violation of the rights of Avanti Enterprises© or any third party.

B. **“SPAMMING” AND UNSOLICITED COMMUNICATIONS.** We have zero tolerance for UCE/spam. Any communications sent or authorized by You reasonably deemed “spamming,” or any other unsolicited solicitations (including without limitation postings on social media or third party blogs) will be deemed a material threat to Avanti Enterprises©'s reputation and to the rights of third parties. It is Your obligation, exclusively, to ensure that all business communications comply with state and local anti-spamming or analogous laws.

C. **OFFENSIVE COMMUNICATIONS.** Any communication sent, posted, or authorized by You, including without limitation postings on any website operated by You, or social media or blog, which are: sexually explicit, obscene, or pornographic; offensive, profane, hateful, threatening, harmful, defamatory, libelous, harassing, or discriminatory; graphically violent; solicitous of unlawful behavior; promoting the sale or use of illegal drugs (including but not limited to Marijuana derived CBD Oil), or that violates the intellectual property rights of another.

14. Best Practices.

COMPLIANCE WITH LAW. Your use of our services must comply with all applicable laws, rules, regulations, and court orders of any kind of any jurisdiction applicable to you, us, and any recipient to whom you use our services to send Digital Messages (“Applicable Law”). You have the responsibility to be aware of and understand all Applicable Laws and ensure that you and all Users of your Account comply at all times with Applicable Law. Some examples of Applicable Laws include: the U.S. CAN-SPAM ACT, The E.U. Directive of Privacy and Electronic Communications, the U.K. Privacy and Electronic Communications (EC Directive) Regulations 2003; the Canada Anti-Spam Law (CASL) and/or any similar law, laws relating to intellectual property, privacy, security, terrorism, corruption, child protection, or import/export laws. Commitment Against Harassment and Interference with Others. You must not use our services to: Store, distribute or transmit any malware or other material that you know, or have reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive; or Commit (or promote, aid or abet) any behavior, which you know, or have reasonable grounds to believe, is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive or abusive. Examples may include Digital Messages that are themselves are or promote racism, homophobia, or other hate speech.

SENSITIVE INFORMATION. You will not import, or incorporate into, any contact lists or other content You upload to any website, software, or other electronic service hosted or provided by Avanti Enterprises©, any of the following information: social security numbers, national insurance numbers, credit card data, passwords, security credentials, bank account numbers, or sensitive personal, health or financial information of any kind.

15. Contact

If You have any questions or complaints concerning any of the Terms, You may contact Avanti Enterprises© by e-mail or by regular mail using the address listed at item 22.

California residents, under California Civil Code Section 1789.3, may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

16. Digital Millennium Copyright Act

If You believe that materials or content available on any Avanti Enterprises© website infringes any copyright You own, You or Your agent may send Avanti Enterprises© a notice requesting that Avanti Enterprises© remove the materials or content from the Avanti Enterprises© website.

17. Arbitration, Governing Law, and Attorneys ' Fees.

A. ARBITRATION. You agree to waive any right to claim or place a grievance of any kind, nature or description that You have against Avanti Enterprises© including, but not limited to, economic losses, personal injury, or property damage. You agree not to file suit against Avanti Enterprises© or any of its affiliates, subsidiaries, officers, directors, employees, successors, or assigns.

B. GOVERNING LAW. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Kansas without regard to any choice of law provisions.

C. WAIVER OF CLASS ACTION CLAIMS. You understand and agree that You will not have the right to participate in a representative capacity or as a member of any class of claimants pertaining to any claims that may arise under, or be in any way related to, this Agreement. There is no right or authority for any claim You have against Avanti Enterprises© to be brought on a class action basis or on any basis involving claims brought in a

purported representative capacity on behalf of the general public, or on behalf of other persons or entities similarly situated. Claims brought against Avanti Enterprises© may not be joined or consolidated with claims brought by anyone else.

D. LIMITATIONS PERIOD. Any claim, again will be waived as you agree to hold Avanti Enterprises© and all parties harmless from any damages you claim are a result of Avanti Enterprises©'s actions or information provided - you will also hold any of it's partners, employees, affiliates, or representatives or anyone connected with Avanti Enterprises© harmless.

E. INJUNCTIVE RELIEF. Nothing in this Agreement prevents Avanti Enterprises© from applying to and obtaining from any court having jurisdiction a temporary injunction, preliminary injunction, permanent injunction, or other relief available to protect Avanti Enterprises©'s rights.

F. ATTORNEYS 'FEES. You agree to pay your own attorney fees, and again hold Avanti Enterprises© and all relevant and connecting parties harmless in all instances.

18. Changes to Terms

Avanti Enterprises© reserves the right to change these Terms, in whole or in part, from time to time at Avanti Enterprises©'s sole and absolute discretion, and to provide You with notice of such change by any reasonable means, including without limitation posting revised Terms <https://www.AWOMarketing.com/terms>. By Your continued use of Avanti Enterprises©'s services and websites, and unless You terminate this agreement as provided herein, You manifest Your agreement to any subsequent changes to the Terms.

19. Severability

If any Term set forth herein is deemed unenforceable under any applicable law, the remaining Terms shall remain in full force and

effect and these Terms shall be read, collectively, as if the unenforceable Term(s) were omitted.

20. Waiver.

No waiver by Avanti Enterprises© of any breach or default of these Terms will be deemed to be a waiver of any preceding or subsequent breach or default.

21. Heading.

Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

22. Notice.

Any notice required to be given to Avanti Enterprises© under or related to these Terms must be in writing, addressed as follows:

Avanti Enterprises©

c/o 22052 W. 66th Street #156

Shawnee, Kansas [Postal Extension 66226]

All inquiries by email may be sent to:

help **at** AWOMarketing **dot** com

Notices to You may be made by posting a notice (or a link to a notice) on <https://www.AWOMarketing.com/terms> by e-mail, or by regular mail, at Avanti Enterprises©'s discretion, and notices are never guaranteed to go out. It is up to you to review this policy

regularly. We are not liable if you do not review it, and you are still bound by it.

23. Data Privacy Shield - GDPR

- What is GDPR? It is the EU Data Privacy Shield that becomes effective on May 25, 2018. It applies to any person or business that sells or markets goods or services to EU residents or deals with personal data of those that reside under European Union. The "Personal Data" definition under GDPR is very broad as it covers any information that could potentially identify the data subject being targeted.
- Is Avanti Enterprises© GDPR Compliant? We are GDPR compliant and make use of specific business procedures to be compliant, and only use third-party services that claim GDPR compliance. We take the rights of everyone and their personal data very seriously and will support our EU and all other subscribers through this framework as administered. For more information, view our GDPR Policy here: <https://www.AWOMarketing.com/gdpr>