

Terms & Conditions for Bena Ray & Indestructible Services, last updated July 2024

These terms and conditions are legally binding. It is your responsibility to read these terms and conditions of use carefully prior to purchasing, use, or accessing any product or service delivered by or through Bena Ray.

General Information

This website is owned and operated by Ben Ray of Intelligent Living, a business of sole proprietorship.

Use of this website and any information on it or related to it is at your own risk. We host our site and take responsibility to maintain the accuracy of its information and make no assumptions about the intentions of each visitor's use of our website. Terms and conditions, as well as pricing and other information on this site, may change at any time without notice.

By purchasing access to programmes and courses or other services provided by Bena Ray, of Intelligent Living, you hereby acknowledge, understand, and agree to be bound by the following terms:

Services

Bena Ray's coaching and materials may include different components such as videos, audio tracks, PDFs, live calls, access to a private Facebook community, and membership website. You are granted a non-exclusive, non-transferable, revocable license to access the materials and coaching for personal use only, in accordance with this agreement. We reserve the right to terminate your license and right to use the materials, without providing any refund, if we determine, in our sole discretion, that you have breached or violated any of the provisions of this agreement. Without limiting the foregoing, we may, in our sole discretion, limit, suspend, or terminate, your participation with Bena Ray's coaching services, including live individual services, consultations, and social media-based and digital services, without refund, if you i) become disruptive or are difficult to work with, ii) you fail to follow the service guidelines, or iii) you impair the participation of our instructors or participants in our services, or iv) you fail to show up for your previously scheduled sessions with your coach or mentor, therefore fore fitting your agreement.

Payment Online

You shall pay Bena Ray the full purchase price via the agreement as follows:

When you make a purchase, you authorize us to charge your credit card, debit card account provided in accordance with the payment you selected. You must provide complete, current, and accurate payment information and update us promptly should any payment information change.

Payment via Invoice

Payments by invoice are due strictly according to the instructions on the invoice. Late payments will incur a fee of 20% of the total bill.

Online Course Access

Providing no breach of this contract has taken place, lifelong access to the online course is granted. Email support for all questions – technical, billing or course related with a response time of no later than 48 hours.

Specifics of the client's service are not outlined in this agreement, are discussed on a per-case basis with a unique proposal, and the signing of this agreement acknowledges all aspects of the services as agreed upon between Bena Ray and the client.

Refund Policy

Bena Ray takes your investment in your personal development with your business and family very seriously, and it would behoove you to take our investment of time and resources into your success just as seriously.

Due to the nature of the services and/or products provided, refunds will not be given.

Utilising communication and resources gives you access to coaching opportunities, and/or materials, for purposes of this subsection, and with such access to Bena Ray as your Coach is in fact, ownership of, and confirmation by you of your entry into contract with Bena Ray.

If your agreed-upon payment to Bena Ray is not received within three business days, the contract will be terminated immediately and any access to resources revoked. You will not be able to apply for Bena Ray's services in future and indefinitely.

As you were able to download, make use of, and implement guidance materials immediately, we will not be providing refunds of any digital downloads or product purchases.

We do not, under any circumstances, offer refunds because of a change of mind, or change of circumstance. Therefore, it is in your best interest to carefully review the proposal and ensure the services are suitable for your needs before purchasing.

Security, and Assumption of Risk

It is your responsibility to secure your username and password from theft, loss, or any other means of unauthorized use, like sharing access to the course, that would violate these terms and conditions of use. We do not store any credit card numbers, payment information, or username and password information. By utilizing these processing and service applications, you assume any and all risk or liability for the security of your details and agree to be bound by the third-party terms and conditions of use.

By accepting and accessing Bena Ray's Services you assume all the risk of your access, and any subsequent actions you choose to take as a result of the influence, information, or educational materials provided to you.

By accessing the information, courses, of Bena Ray you assume all the risk of your access to the materials, and any subsequent actions you choose to take as a result of the influence, information, or educational materials provided to you.

Confidentiality

It is prohibited to share to your resources with any third party, publicly or privately. Bena Ray is committed to confidentiality and breach of this agreement may result in legal action.

Intellectual Property

Any and all information learned through services and programmes, and digital products of Bena Ray is the sole property of Bena Ray, and must not be sold, reproduced, taught, claimed or plagiarised.

You may not:

Re-sell or trade this information.

Share this information with anyone else who has not yet purchased to receive it.

Reprint or republish any of the offerings or training, in part, or whole.

Distribute any of the materials contained in any of Bena Ray's services or programmes as your own.

Reproduce or repurpose any part or whole of Bena Ray's work for distribution as your own work. Claim ownership of, or use any of our intellectual property, without our prior written consent, which includes but is not limited to; copyright, such as course materials, worksheets, workbooks, ebooks, audio books, print materials and books, lessons, videos, and more; trademarks, such as names, logos, taglines, or other unique source identifiers; or trade addresses, including the look and feel of the material.

Use our material or any related information in any unlawful way for any illegal or unlawful purpose.

Result Disclaimer

Bena Ray cannot and does not guarantee or promise any level of results of any specific physical or mental or personal growth or improvement from the use of her resources and materials.

Your level of success in attaining results is dependent upon a number of factors, including your skill, knowledge, ability, dedication, finances, implementation, and devotion to her services. Bena Ray makes no guarantees that you will achieve any results from our techniques, or advice, and Bena Ray offers no legal, medical, psychological, or financial advice. All the information shared on this course comes from personal experience and successful implementation from others and is not designed for any specific individual and their personal circumstances.

Your Information

We may ask you for a review after completion of your service, which will be uploaded to website for endorsement purposes only. You are able to do this with your full name or your initials and your location (city or country) will be visible.

Privacy

We respect your privacy, and we must insist that you respect the privacy of information or examples of stories to assist with your project Bena Ray shares with you. We respect your confidential and proprietary information, ideas, plans, and trade secrets, and must insist that you respect the same rights of Bena Ray.

Thus you agree:

Not to infringe on any member of Bena Ray's copyright, patent, trademark, trade secret, or other intellectual property rights.

That any information shared by Bena Ray's is confidential and proprietary and belongs solely and exclusively to Bena Ray.

Not to disclose such information to any other person or use it in any manner in discussion with other clients of Bena Ray.

That all materials and information provided to you by Bena Ray are confidential and proprietary intellectual property, belonging solely and exclusively to Bena Ray, and may only be used by you as authorized by, and with written consent of, Bena Ray.

The reproduction, distribution, and sale of these materials by anyone, but Bena Ray is strictly prohibited.

That if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph Bena Ray, and or other employees of Bena Ray will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

While it is encouraged to share, and we appreciate you sharing, your positive personal results from our services and training, you must keep the experiences and statements, oral, or written, of all other participants in the strictest of confidence.

Dispute Resolution

If you and Bena Ray cannot find a resolution to any dispute or potential claim by means of good-faith negotiation, then you explicitly agree to make a reasonable attempt to resolve any such dispute through mediation or alternative dispute resolution before filing any civil cause of action. Disputes will be governed by UK law.

Non-Disparagement

If you are found to be slandering, libeling or otherwise disparaging Bena Ray's offerings, services, programmes or related materials you will be immediately removed from all offerings at our discretion. We reserve the right to file a civil claim of action against you for any such damaging actions.

Consent

By using our website, and enrolling in any of Bena Ray's services you hereby consent to our terms and conditions of use and privacy policy.

If you require any more information on our terms of use or our privacy policy, please forward any rational enquiries to bena@theindestructiblepa.com

All Rights Reserved

All rights not expressly granted in these terms and conditions of use and privacy policy or any expressly written here are reserved by Bena Ray.

Severability

If any part of these terms and conditions of use and privacy policy is deemed unlawful and/or unenforceable, all other provisions contained herein will remain in full force and effect.

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