

TERMS & CONDITIONS

Effective Date: 25.06.2025

Version: 1.0

1. LEGAL NOTICE & OPERATOR IDENTIFICATION

This website is operated by:

Company/Owner Name: The Synthesia/Romain Egger

Registered Office: Rte de la Pierre, 1024 Ecublens, Switzerland

Email: contact@thesynthesia.com

This site is governed by the laws of Switzerland. These Terms & Conditions constitute a legally binding agreement between you (“User,” “Customer,” “You”) and us (“We,” “Provider,” “The Company”).

2. PURPOSE

These Terms govern the access, purchase, and use of digital training content available via [Website URL]. By purchasing and accessing the content, the User confirms having read and agreed to these Terms in full, without reservation.

3. LEGAL BASIS & JURISDICTION

- The contract is governed by **Swiss substantive law**, in particular:
- **Swiss Code of Obligations (CO), Art. 1–183** (general contract law)
- **Art. 184–215 CO** (contracts for sale)
- **Art. 40a ff CO** (distance selling)
- For clients residing in the U.S., we voluntarily respect key principles of the **Federal Trade Commission (FTC)** regarding digital commerce, truth in advertising, and protection from unfair commercial practices.

Jurisdiction:

Any legal dispute shall be brought before the competent courts of **Geneva, Switzerland**. This clause shall apply irrespective of the user’s place of residence, except where binding international consumer law requires otherwise.

4. NATURE OF THE PRODUCTS

You are purchasing **access to a digital training program**. This includes (depending on the product):

- Video modules
- PDFs
- Quizzes
- Optional bonuses (live calls, templates, etc.)

Important: This is **not a physical product**. You are acquiring a **limited, revocable, non-transferable, non-exclusive license** for personal use only.

5. INTELLECTUAL PROPERTY

All content is protected by:

- **Swiss Federal Act on Copyright and Related Rights (LDA)**
- **U.S. Copyright Act (Title 17 USC)**

Any reproduction, redistribution, sale, sublicensing, public display, or copying — partial or full — is strictly prohibited and will lead to legal action.

Violations may be pursued under civil and criminal law in **Switzerland** and/or **the United States**, including claims for damages, legal fees, and injunctive relief.

6. PAYMENT TERMS

- Prices are displayed in **USD**.
 - Accepted payment methods: Stripe, PayPal, major credit cards.
 - You agree that full payment is required to access the product.
 - The Company may apply **Value Added Tax (VAT)** or **sales tax** depending on your location and applicable tax treaties.
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7. DELIVERY

Upon successful payment, access to the digital course is delivered via a **secure online training platform** within a reasonable timeframe (usually within minutes or hours).

We are not responsible for delivery issues due to incorrect email addresses, spam filters, or platform misuse.

8. REFUND POLICY

In accordance with:

- **Article 16 of Directive 2011/83/EU,**
- **Swiss Code of Obligations (CO), Articles 197 et seq.,**
- **FTC Guidelines on digital products (USA),**

the right of withdrawal does not apply to digital content that is fully delivered and accessible immediately after purchase.

However, we offer a voluntary 14-day conditional refund under the following terms:

- The request must be made **within 14 calendar days** of the purchase date.
- A refund is only granted if the buyer has **only accessed the first video** of the program.
- Accessing additional modules, bonus content, or downloadable files will void refund eligibility.
- Refund requests must be sent to **contact@thesynthesia.com** and include:
 - Full name,
 - Proof of purchase,
 - A statement confirming that only the first module was accessed.

We reserve the right to verify user activity before approving any refund. Abuse of this policy may result in access restrictions and denial of refund.

This policy ensures a fair opportunity to try the program without compromising the integrity of the delivered content.

9. ACCESS CONDITIONS & RESTRICTIONS

- You are responsible for maintaining confidentiality of your login credentials.
- You agree not to share or sell access to your course.
- Misuse, abuse, or violation of these Terms may result in **immediate suspension without refund.**
- The Company reserves the right to suspend or terminate any account at its sole discretion, particularly in case of:
 - Content theft

- Breach of intellectual property
 - Online harassment or abusive conduct on the platform
 - Repeated attempts to circumvent payment systems
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10. DISCLAIMER & LIMITATION OF LIABILITY

To the fullest extent permitted by law:

- The training is offered “**as is**”, without guarantee of results.
 - The Company disclaims all liability for:
 - Technical issues on third-party platforms (video players, internet connection)
 - Misuse or misinterpretation of the content
 - Business or personal outcomes resulting from course application
 - Under **Art. 100 CO**, liability for **slight negligence** is fully excluded.
 - Maximum liability is limited to the amount paid by the user.
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11. USER RESPONSIBILITY & BEHAVIOR

By using the service, the user agrees to:

- Act respectfully in all comment sections, messaging, or group coaching areas
 - Abstain from downloading, copying, or transmitting content
 - Use the material solely for private, educational purposes
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12. ACCESS DURATION

The purchase of this digital training includes access to the course platform for a period of **12 months** from the date of purchase.

After this period, continued access is **not guaranteed** and may be subject to renewal fees, subscription models, or removal without notice.

The Company reserves the right to update, suspend, or terminate access after this period, particularly in cases of platform migration, restructuring, or product phase-out.

13. MODIFICATION OF TERMS

The Company may update these Terms at any time. Users will be notified of changes via email or upon logging in. Continued use of the platform after updates implies acceptance.

14. PRIVACY & DATA

User data is processed in accordance with the **Swiss Federal Act on Data Protection (FADP)** and the **EU General Data Protection Regulation (GDPR)** as relevant. Full details are available in the **Privacy Policy**.

15. CONTACT

For any inquiries, contact:

 **contact@thesynthesia.com**

 Operated from: Switzerland