

Terms and Conditions

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The terms “We,” “Us” and/or “Our” refer to Eclectic Movement, Inc. and/or its affiliates worldwide and any of our affiliated companies as appropriate to the context. The terms “You” and/or “Your” refers to any person accessing and/or using the Site.

Notice of Changes

From time to time we may update this Site and these Terms. Your use of this Site after we post any changes to these Terms constitutes Your agreement to those changes. You agree to review these Terms periodically to ensure that You are familiar with the most recent version. Eclectic Movement, Inc. and/or its affiliates worldwide may, in its sole discretion, and at any time, discontinue this Site or any part thereof, with or without notice, or may prevent Your use of this Site with or without notice to You. You agree that You do not have any rights in this Site and that we will have no liability to You if this Site is discontinued or Your ability to access the Site or any content You may have posted on the Site is terminated.

Privacy Policy

Please refer to our privacy policy for information on how we collect, use and disclose information from our users. You agree that Your use of the services is subject to our Privacy Policy. For more information, [click here](#).

Account Security

You must create an account and provide certain information to access or use some of the services offered by Eclectic Movement, Inc. and/or its affiliates worldwide. If You choose not to create an account, You may access certain features as a visitor and are still subject to these terms.

Your account is for Your personal, non-commercial use only and You must provide complete and accurate information when creating an account with us.

You are responsible for maintaining the confidentiality and security of Your account information including any usernames or passwords and are solely responsible for the activity that occurs on Your account. You agree to notify us immediately of any unauthorized access to or use of Your

username or password or any other breach of security related to Your account. If Your account has been cancelled or blocked from the website due to a violation of our code of conduct or for any other reason, You may not continue to use the services.

Booking/Invitation

Eclectic Movement is open to any invitation, including speaking, appearance and other engagements. Event Host is expected to act professionally and with respect and courtesy to avoid any conflict of interest and/or moral values and principles.

Name, Image and Likeness

Event Host to use Eclectic Movement's name, likeness, image, biography, video and/or other materials provided in connection with the use and promotion of the Event. **No** audio or visual recordings or rebroadcasting of the Event may be made without the prior written consent of Jamie Grisset's Representative.

Electronic Communication

You consent to receiving communications from us in an electronic form via the email address You have submitted or via the service. You agree that all terms of service, agreements, notices, disclosures and other communications that we provide to You electronically, satisfies any legal requirement that those communications would satisfy if they were on paper.

Submission of Suggestion

We are open to suggestions about how we may bring You wholesome and better services. If You have any idea worth sharing on how You think we can improve, then You may mail them to:

Eclectic Movement, Inc.

Attn: Aengus Group – Management Department
1001 Brickell Bay Drive Suite 2700
Miami-Brickell, FL 33131

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otherwise infringes Eclectic Movement, Inc., its subsidiaries and its affiliates world wide's or its licensors intellectual property rights. You further agree to in no other way misuse any Eclectic Movement, Inc. and/or its affiliates worldwide Content that appears on this Site.

Use of the Site and Posting Policy

The following requirements apply to Your use of the Site:

- a) You will not use any electronic communication feature of the Site for any purpose that is unlawful, tortuous, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful, all as determined by Eclectic Movement, Inc. and/or its affiliates worldwide in its sole and absolute discretion;
- b) You will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights;
- c) You will not collect or store personal data about other users;
- d) You will not use the Site for any commercial purpose not expressly approved by Eclectic Movement, Inc. and/or its affiliates worldwide in writing;
- e) You will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication via the Site; and
- f) You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of the Site or any computer software or hardware or telecommunications equipment.

From time to time on certain areas of our Site You may be able to submit product reviews, questions, written posts/responses, images, and certain other materials ("User Content.") By using these features, You agree that You will not submit or post any content that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Eclectic Movement, Inc. and/or its affiliates worldwide; that You will not submit or post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or includes anything that You are under a contractual obligation to keep private or confidential; that You will not impersonate any person or organization, including without limitation, the personnel of Eclectic Movement, Inc. and/or its affiliates worldwide, or misrepresent an affiliation with another person or organization; and that You will not submit or post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or feature of the Site.

You further understand and agree that You have no ownership rights to any account You may have with us or other access to the Site, Your User Content, or other features therein. Eclectic Movement, Inc. and/or its affiliates worldwide may cancel Your account and delete all User Content associated with Your account at any time, and without notice, if Eclectic Movement, Inc. and/or its affiliates worldwide deems that You have violated these Terms, the law, or for any other reason. Eclectic Movement, Inc. and/or its affiliates worldwide assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site

or a user account. For greater certainty, and without limiting the effect of the foregoing, Eclectic Movement, Inc. and/or its affiliates worldwide reserves the right, in its sole and absolute discretion, to modify, edit or remove any User Content, or to request a user to modify or edit his or her User Content, if a complaint or notice of allegedly infringing materials is received with respect to the User Content, or for any other reason.

By displaying, publishing, submitting or otherwise posting any User Content on or through the Site, You hereby irrevocably grant to Eclectic Movement, Inc. and/or its affiliates worldwide a non-exclusive, fully sub-licensable, non-revocable, perpetual, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, broadcast, publish, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to You or to any third party or the need to seek Your or any third party permission. Further, You waive all moral rights in and to all User Content that You post, upload or otherwise submit to or through, the Site in Favor of Eclectic Movement, Inc. and/or its affiliates worldwide. This license and waiver of rights includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, or in video, music, software or other computer programs.

You continue to retain all ownership rights You hold in Your User Content, and You retain any right to use Your User Content in any way You choose, subject to these Terms and the license described herein. You represent and warrant that You own all of the User Content submitted, displayed, published or posted by You on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content You submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

You agree to indemnify and hold Eclectic Movement, Inc. and/or its affiliates worldwide, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to Your violation of these Terms, including the above Posting Policy, or any violations thereof by Your dependents or agents, or which arises from the use of any content including User Content that You submitted, posted, or otherwise provided to Eclectic Movement, Inc. and/or its affiliates worldwide or this Site.

Monitoring and Enforcement

We closely monitor Your use of our Site to be sure You abide by these terms and conditions set forth herein. Eclectic Movement, Inc. and/or its affiliates worldwide has the right to terminate Your access to all or any part of the website at any time.

Intellectual Property Rights - Reporting claims of infringement

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If You are a trademark/servicemark or copyright owner and You believe that Your rights have been violated in any way and/or any legal nature should be sent to Eclectic Movement, Inc. and/or its affiliates worldwide or if you require further information with respect to our Notices and Policies should be sent by hand or reputable express delivery service such as FedEx, UPS and/or Certified USPS to:

Eclectic Movement, Inc.
Attn: Aengus Group – Legal Department
1001 Brickell Bay Drive Suite 2700
Miami-Brickell, FL 33131

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Accounts, Passwords and Security

Certain areas of the Site require registration or otherwise ask You to provide information to participate in certain features or access certain content. If You elect not to provide such information, You may not be able to access certain content or participate in certain features of the Site.

If the Site requires You to create an account or otherwise submit information, You must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is Your responsibility to maintain the currency, completeness, and accuracy of Your registration data, and any loss caused by Your failure to do so is Your responsibility. During the registration process, You will be asked to enter Your name and valid email address and choose a password. It is entirely Your responsibility to maintain the confidentiality of Your password and account. Additionally, You are entirely responsible for any and all activities that occur under Your account.

You agree to notify Eclectic Movement, Inc. and/or its affiliates worldwide immediately of any unauthorized use of Your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides You access to the Site. Eclectic Movement, Inc. and/or its affiliates worldwide is not liable for any loss that You may incur as a result of someone else using Your password or account, either with or without Your knowledge, and is not responsible for any delay in shutting down Your account after You have reported a breach of security to us.

Use of Credit Card

If You wish to purchase any product or service made available through the Site, You may be asked to supply certain information relevant to Your transaction, including without limitation Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.

By submitting such information, You grant us or the third party collecting that information on our behalf the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by You or on Your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

Terms of Sale

Eclectic Movement, Inc. and/or its affiliates worldwide currently ships to locations within the United States and outside. To learn more, visit Eclectic Movement, Inc. and/or its affiliates worldwide Return and Refund Policy, available at the bottom of this page.

Orders already in the shipping process cannot be modified. Eclectic Movement, Inc. and/or its affiliates worldwide charge sales tax for merchandise ordered on the Site based on the applicable state sales tax rate of the location to which the order is being shipped. Payment conducted via the PayPal site and using PayPal services are subject to the terms and conditions set by PayPal.

Despite our best efforts, occasional pricing and other errors may occur on the Site. Access to the Site does not constitute the right to purchase products featured. Eclectic Movement, Inc. and/or its affiliates worldwide is not responsible for typographical, pricing or other errors. Products and prices of products described on the Site are subject to change at any time without notice. Eclectic Movement, Inc. and/or its affiliates worldwide reserves the right to revise pricing and other errors and to cancel any order You have placed if there was an error concerning the price or availability of any item You ordered when You placed the order, even if You have received an order confirmation. If Your credit card has already been charged for the purchase and Your order is cancelled, Eclectic Movement, Inc. and/or its affiliates worldwide will issue a credit to Your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to Your account. Eclectic Movement, Inc. and/or its affiliates worldwide reserves the right to limit quantities of products purchased.

Eclectic Movement, Inc. and/or its affiliates worldwide undertakes reasonable efforts to accurately display the attributes of our products, including the applicable colors; however, the actual color You see will depend on Your computer system, and we cannot guarantee that Your computer will accurately display such colors.

A valid Visa, MasterCard, or American Express credit card number is required for payment. Separate charges for shipping and handling will be added to the price of the products ordered. Title to all products and risk of loss or damage will be passed to the buyer upon shipment from Eclectic Movement, Inc. and/or its affiliates worldwide.

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To the fullest extent permitted by applicable law, You agree to defend, indemnify and hold harmless Eclectic Movement, Inc. and/or its affiliates worldwide from and against any and all loss, liability, damages, judgements, claims, demands, costs, investigations, settlements, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or directly or indirectly relating to:

- Your user content;
- Your use of the services or activities in connection with the services;
- Your breach or anticipatory breach of these terms of use;
- Your violation of any laws, rules, regulation, codes statutes, ordinances or orders of any governmental authorities;
- Information or materials transmitted through Your computer, even if it is not submitted by You that infringes, violates or misappropriates any copyright, trademarks, trade secret, trade dress, patent, publicity, privacy or other right of any person or defames any person;

- You will cooperate as fully required by Eclectic Movement, Inc. and/or its affiliates worldwide in the defense of any claim.

Mobile Application

The services may offer features and services that are available to You via You mobile devices. These features and services may include, without limitation, the ability to upload content to the services, receive messages from the services, downloading application to Your mobile phone or access features directly from the services.

We may charge You for mobile features and these charges will be disclosed prior to Your completion of registration for the mobile feature. Also note that standard messaging, data and other fees may be charged by Your carrier.

Contributions

Contributions and freewill donations will be generally accepted from individuals, partnerships, corporations, foundations, government agencies, or other entities without limitations.

In the course of its occasional or regular fundraising activities, Eclectic Movement, Inc. and/or its affiliates worldwide will accept contributions and donations of money, real property, personal property, stock, and in-kind services.

However, certain types of gifts must be reviewed prior to acceptance due to the special liabilities they may pose for Eclectic Movement, Inc. and/or its affiliates worldwide, examples of such gifts includes real property, personal property, and gifts of security.

Age Requirement

The services are available to individuals age 13 over. If You are between the ages of 13 and the age of majority where You live, You must review these terms of use with Your parent or guardian to confirm that You and Your parent or guardian understand and agree to it.

Jurisdiction

The Site is controlled and operated by Eclectic Movement, Inc. and/or its affiliates worldwide from within the United States, and is not intended to subject Eclectic Movement, Inc. and/or its affiliates worldwide to the laws or jurisdiction United States of America and International Laws with respect to the respective country. These Terms will be governed by and construed in accordance with the laws of the United States of America and International Laws with respect to the respective country without regard to conflicts of laws principles.

Binding Arbitration

You and Eclectic Movement, Inc. and/or its affiliates worldwide agree that any controversy or claim arising out of or relating to the Site, use of the Site, these Terms and/or the Privacy Policy shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for You in Your hometown area), or at such other location as may be mutually agreed upon by both Eclectic Movement, Inc. and/or its affiliates worldwide and You, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and

Procedures”) and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures.

Alternatively, You may assert Your claims in small claims court in accordance with the terms of this Agreement if Your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. If You initiate arbitration against Eclectic Movement, Inc. and/or its affiliates worldwide, You will not be responsible for professional fees for the arbitrator’s services or any other JAMS fees. If Eclectic Movement, Inc. and/or its affiliates worldwide initiates arbitration against You, Eclectic Movement, Inc. and/or its affiliates worldwide will pay for the arbitrator’s services and any other JAMS fees associated with the arbitration. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither You nor Eclectic Movement, Inc. and/or its affiliates worldwide shall be entitled to arbitrate their dispute.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL AND YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHTS TO OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION. DO NOT USE THIS SITE IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

Store

Certain returns are not accepted nor refundable. ALL sales are final with Thirty (30) days of purchase.

In the event You need more information with respect to Eclectic Movement, Inc. Eclectic Movement, Inc. and/or its affiliates worldwide products or You need to return and/or exchange, please reach out to us.

Third-Party Store

Eclectic Movement, Inc. Eclectic Movement, Inc. and/or its affiliates worldwide are NOT responsible nor do We have any authority with respect to a Third Party Store.

Shipping & Returns

Eclectic Movement, Inc. and/or its affiliates worldwide is committed to Your satisfaction.

We are confident that Your items will exceed Your expectations and delight You with its craftsmanship and beauty. However, if You decide to return Your purchase, we will gladly refund or exchange any unused item within FIFTHTEEN (15) days - no questions asked!

To qualify for a refund an item must be in its original condition, free of obvious wear and tear. We will need the original Certificate of Authenticity and/or any other type of certification that may have been sent with the product. The business card and any promotional items/gifts that are sent by with the product for no additional charge can be kept by the buyer. Items that have been damaged, altered, engraved or sized, and custom-made pieces (items not listed on our website) will not be accepted for return.

Securely package and insure Your product. Any shipping company may be used. For security reasons, please do not indicate the contents of the package on the outside of the shipping box or the full name of our company. Please have Your address and name clearly printed on the box.

Our return address is:
Eclectic Movement, Inc.
1001 Brickell Bay Drive Suite 2700
Miami, FL 33131

Once Your returned item is inspected and accepted, Your refund will be issued within SEVEN (7) business days. Refunds will be made in the original form of payment.

Shipping

All orders are shipped for free within USA. The shipping can be upgraded to an Overnight service for an additional nominal fee.

International orders take about THREE-FIFTHTEEN (3-15) business days to deliver anywhere in the world. International shipping is automatically calculated prior to submitting Your payment information. We will email the tracking number as soon as the shipment is processed.

International shipments may be subject to customs/imports taxes and VAT/GST fees which are the buyer's responsibility.

We do not ship to PO or APO box addresses. A signature will be required when the delivery occurs. If You need assistance with shipping or have any questions, please give us a call or email us and we will gladly assist.

Retention Period

We will retain Your Personal Information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law.

Sensitive Information

We ask that You not send Us, and You not disclose, any sensitive Personal Information (e.g. social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background or trade union membership) on or through the Properties or otherwise to Us. Sensitive Information We ask that You not send Us, and You not disclose, any sensitive Personal Information (e.g. social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, criminal background or trade union membership) on or through the Properties or otherwise to Us.

Miscellaneous

Both You and Eclectic Movement, Inc. and/or its affiliates worldwide acknowledge and agree that no partnership is formed and neither of You nor Eclectic Movement, Inc. and/or its affiliates worldwide has the power or the authority to obligate or bind the other.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

On certain areas of our Site, You may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices.

The failure of Eclectic Movement, Inc. and/or its affiliates worldwide to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of Eclectic Movement, Inc. and/or its affiliates worldwide shall not be deemed a breach of these Terms.

If Eclectic Movement, Inc. and/or its affiliates worldwide fails to act with respect to Your breach or anyone else's breach on any occasion, Eclectic Movement, Inc. and/or its affiliates worldwide is not waiving its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

Entire Agreement

These Terms constitute a binding agreement between You and Eclectic Movement, Inc. and/or its affiliates worldwide, and are accepted by You upon Your use of the Site or Your account. These Terms constitute the entire agreement between You and Eclectic Movement, Inc. and/or its affiliates worldwide regarding the use of the Site and Your account. By using the Site You represent that You are capable of entering into a binding agreement, and that You agree to be bound by these Terms.

If You breach any provision of these Terms or our Privacy Policy, You may no longer use the Site. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Site or any part thereof or any of its features at any time, for any reason, without any notice or liability to You or any other entity. If these Terms or Your permission to use the Site is terminated by us for any reason, the agreement formed by Your acceptance of these Terms will nevertheless continue to apply and be binding upon You in respect of Your prior use of the Site and anything relating to or arising from such use. If You are dissatisfied with the Site or with these Terms or Privacy Policy, then Your sole and exclusive remedy is to discontinue using the Site. Eclectic Movement, Inc. and/or its affiliates worldwide Content, Representations, and Limitations of Liability, Indemnity Jurisdiction and Miscellaneous provisions in this agreement shall survive any termination of this agreement.