

SYBMA GENERAL SALES CONDITIONS

OVERVIEW

This website is operated by 思源文教有限公司. Throughout the site, the terms “we”, “us” and “our” refer to 思源文教有限公司. 思源文教有限公司 offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service without express written permission by us.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 – PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only on a case-by-case basis.

Seminar locations and dates are subject to change, please check with us before making any travel arrangement.

Cancellation policy for seminars: 80% refund will be offered if we receive your cancellation at the latest 7 business days before the first day of the seminar you registered to. No refund of any kind will be issued after the 7 days' deadline.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

Any product that has already been shipped is non refundable.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed.

SECTION 7 – OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

SECTION 8 – THIRD-PARTY LINKS

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of

the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use.

In no case shall 思源文教有限公司, our directors, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless 思源文教有限公司 and our parent, directors, agents, contractors, interns, suppliers, service providers or licensors, from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 南京西路 163號 2樓之87, 台北市, TPQ, 201, Taiwan.

SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at our contact email in the footer.

SYBMA PRIVACY POLICY

This "Privacy Policy" regulates the processing of your personal data by the responsible entity processing: SYBMA, 思源文教有限公司, 南京西路163號2樓之87, 大同區, 台北市.

Please read this Privacy Policy carefully because it contains essential information about how your personal data is processed. By providing your personal data on the Website www.siyuanbma.com or www.siyuanbalance.com and by providing the email addresses mentioned on this website Personal data, you declare that you have taken note of this Privacy Policy and expressly agree with it.

How and why does SYBMA use personal data?

The largest volume of personal data SYBMA processes is in relation to seminar participants. The primary purposes we process information about these individuals include:

- to enable us to administer applications through certification and to provide related services;
- to plan and account for the use of the services provided;
- to enable SYBMA staff to communicate with participants;
- to monitor academic progress over the period of enrolment towards completion of a qualification;
- to inform professional accrediting bodies of seminar participation;
- to provide student support services, including financial, pastoral and IT/learning resources;

Personal data is also collected for practitioners attending CPD seminars, to allow for communications relating to the administration of the seminar and for marketing purposes.

What personal data does SYBMA collect?

SYBMA collects personal data from individuals interested in studying with us. The nature of the personal data collected is outlined below:

- Details from seminar registration or email enquiry:
 - name and address
 - contact details (telephone number, email address)
 - subject / area of interest

- professional development / training and membership of any relevant professional body
- Details from application forms:
 - Photograph for identification badge and for Certification Program
 - name and address
 - contact details (telephone number, email address)
 - educational records to date
 - relevant qualifications
- Details from product orders:
 - name and shipping address
 - contact details (telephone number, email address)

How long does SYBMA keep personal data?

The personal data is stored and processed by SYBMA for a period that is necessary in function of the purposes.

There are good reasons as to why SYBMA retains data about participants and other individuals for a significant period of time. The most important reasons are outlined below:

- in order that student participation to seminars can be verified in the long-term;
- in order that participants have access to their certificate of participation in the long-term;
- for ongoing relations with SYBMA;

Your rights

An individual has the right to ask SYBMA what personal data we hold about them, and to ask for a copy of that information.

A Subject Access Request should be submitted in writing via email to SYBMA contact email. SYBMA reserves the right to ask you to provide proof of identification and for you to clarify your request if it is unclear in the first instance.

If you believe SYBMA holds information about you that is factually incorrect please email us providing the correct information, and we will update it within one month.

Security

We have developed safety measures that are adapted to technical and organizational levels in order to prevent the destruction, the loss, the forgery, the change, the non-authorized access or notification by mistake to third parties of personal data collected as well as any other unauthorized processing of these data.

In no case can SYBMA be held liable for any direct or indirect damage arising from an incorrect or unlawful use by a third party of the personal data.

You must comply with the safety regulations at all times, including by not every allowed access to your login and code. You are therefore solely responsible for use made from the website of your computer, IP address and your identification data, as well as for confidentiality.

We use Mailjet as our marketing automation platform. By providing your personal data on this website, you acknowledge that the information you provide will be transferred to Mailjet for processing in accordance with their Privacy Policy.