

Terms & Conditions

Odyssia Learning Terms and Conditions

1. Acceptance of our Terms and Conditions

As used in this Agreement, “we“, “us“, or “our” means Odyssia Learning, Inc. (“Odyssia Learning”) or any of our associates, as the case may be, and “you” means the visitor. By visiting Odyssia Learning’s website, www.odyssiainlearning.com, (“The Website”) through viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to The Website, you agree to be bound by the following Terms and Conditions (“Terms”) as well as our Privacy Policy and Copyright Disclaimer. If you do not want to be bound by our Terms, your only option is not to visit, view or otherwise use the services of Odyssia Learning. You understand, agree, and acknowledge that these Terms constitute a legally binding agreement between you and Odyssia Learning and that your use of Odyssia Learning shall indicate your conclusive acceptance of this Agreement.

2. Provision of Services

You agree and acknowledge that Odyssia Learning has the sole right and authority to modify, improve or discontinue any of its services at its sole discretion and without notice to you, even if it may result in you being prevented from accessing any information contained in it. Furthermore, you agree and acknowledge that Odyssia Learning is entitled to provide services to you through subsidiaries or affiliated entities.

3. Proprietary Rights

You acknowledge and agree that Odyssia Learning may contain proprietary and confidential information including trademarks, service marks and patents protected by intellectual property laws and international intellectual property treaties. Odyssia Learning prohibits you to view and you shall not make any copy of or portions of its content for any use without the express permission of Odyssia Learning. Our content may not be sold, reproduced, or distributed without our written permission. Any third-party trademarks, service marks and logos are the property of their respective owners. Odyssia Learning, Inc reserves any further rights not specifically granted herein.

4. Submitted Content

When you submit content to Odyssia Learning, you simultaneously grant Odyssia Learning an irrevocable, worldwide, royalty-free license to publish, display, modify, distribute and syndicate your content worldwide. You confirm and warrant that you have the required authority to grant the above license to Odyssia Learning.

5. Termination of Agreement

The Terms of this Agreement will continue to apply in perpetuity until terminated by or modified by Odyssia Learning without notice at any time for and for any reason. Terms that are to continue in perpetuity shall be unaffected by the termination of this Agreement.

6. Disclaimer of Warranties

You understand and agree that your use of Odyssia Learning’s website and services is entirely at your own risk and that our services are provided “as is” and “as available”. Odyssia Learning disclaims any express or implied warranties, endorsements or representations as to the operation of The Website, as well as any related information,

content, materials, or products. This shall include, but not be limited to, warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected. Thus, Odysia Learning will not be liable if you believe a product or service is defective or the said product or service did not perform as you expected.

7. Limitation of Liability

You understand and agree that Odysia Learning and any of its subsidiaries or affiliates shall in no event be liable for any direct, indirect, incidental, consequential, or exemplary damages. This shall include, but not be limited to damages for loss of profits, business interruption, business reputation or goodwill, loss of programs or information or other intangible loss arising out of the use of or the inability to use the service, or information, or any permanent or temporary cessation of such service or access to information, or the deletion or corruption of any content or information, or the failure to store any content or information. In jurisdictions where the exclusion or limitation of liability for consequential or incidental damages is not allowed, the liability of Odysia Learning is limited to the greatest extent permitted by law.

8. External Content

The Website may include hyperlinks to third-party content, advertising or websites. You acknowledge and agree that Odysia Learning is not responsible for and does not endorse any advertising, products or resource available from such resources or websites.

9. Arbitration

By accessing the Website and using the information therein available and/or by using or purchasing any products or services made available through the Website, you agree with Odysia Learning and its website operators, service providers, independent contractors, consultants, affiliates, parents, subsidiaries and any content provider or offeror of goods or services on the Website or through any other associated activity, that any claim or dispute you may have against or with any of these persons or entities, whether related to the described transactions or otherwise, including the enforceability of this arbitration agreement, will be resolved by binding arbitration under the Code of Procedure of the National Arbitration Forum (the "Code") in effect at the time the claim is filed.

The parties are waiving their right to seek remedies in court, including the right to a jury trial. This arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. Sections 1-16) and as codified in the jurisdiction where enforcement of the award is sought. Hearings shall be held as provided by the Code.

10. Affiliates and Recommendations

The books, materials, and other related recommendations on The Website are in the best interest of the customers and clients based on our personal opinion. Once you buy a book from our affiliate, we are not liable for any kind of damages, misuse, or problem at any point of time. The dispute, if any, is between the purchaser and the supplier. Odysia Learning cannot be held responsible for any kind of damages or compensation. The Website is a delivery platform for many entities including to Knowledge Experts and earns revenues via revenue sharing based on the purchase and usage of our products and services by visitors in accordance with various terms set forth.

11. Entire Agreement

You understand and agree that the above Terms constitute the entire agreement between you and Odysia Learning for using The Website. You may be subject to additional terms and conditions when you use, purchase or access other services, affiliate services, third-party content, or other material.

12. Cancellation Policy

Once you have signed up and paid for an Odysia service, you understand that Odysia has a strict refund policy. Once a Knowledge Expert has responded to your application through an acknowledgment via communication (i.e. telephone, e-mail, etc.), there will be NO refund. A full refund – less any overhead costs associated with the acceptance of your initial payment – may be made if you cancel your service within 24 hours of purchasing the service and before a Knowledge Expert has sent an acknowledgment of your application. Such a request must be made in writing and sent to Odysialearning@gmail.com. All refund inquiries prior to a Knowledge Expert's acknowledgment but after the 24 hour period must be requested in writing – explaining why a refund is being requested – and sent to Odysialearning@gmail.com. The granting of a refund request after the 24-hour period will be made at the discretion of Odysia, based on all circumstances. Such refunds shall be in the form of credit to go toward future purchases of Odysia services ONLY.

13. Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be modified to the minimum extent necessary to make such provision enforceable and, if such modification is not possible, such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. Changes to the Terms

These Terms were last modified on February 7, 2013.

Odysia Learning reserves the right to modify these Terms from time-to-time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted. Your continuous use of The Website after any changes to the Terms will signify your agreement to be bound by them.