

The legal bit - Our terms & conditions

TERMS, CONDITIONS & PRIVACY POLICY

The Always Food Safe Company Website provides information on our Product and any use of the system is governed by the terms and conditions described in this document. By using this Product and Website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy (link here) govern The Always Food Safe Company relationship with you.

Terms used within this document

This Food Handler course is a wholly owned product of The Always Food Safe Company LLC. The IP is exclusively owned by The Always Food Safe Company and all rights reserved.

The terms 'The Always Food Safe Company', 'us' or 'we' all refer The Always Food Safe Company.

The term 'website' refers to www.alwaysfoodsafecompany.com and to all aspects of browsing this website and includes general and public visitors to the website (see 'visitors'), and those accessing the website secure areas to interact with and download as appropriate (see 'registered users')

The term 'visitor' refers to anyone viewing the non-secure areas of the website.

The term 'registered user' refers to any individual who registers online at the website in order to use a free or fee based product, and accesses the secure areas of the website that contain the videos and other learning materials and tests that constitute the Safer Food Handler course.

The term 'you' refers to any visitor or registered user.

The term "access" or "accessing" refers to a person accessing, using, viewing the content or otherwise obtaining information in the areas of the website requiring the user to register and login.

The term 'product' refers to the use of the content as a learning exercise and the associated access to areas of the website that require registered users to login in to secure areas.

Modification of Terms

The Always Food Safe Company LLC, reserves the right to modify these terms & conditions at any time. Except as otherwise stated herein, any change to these terms is effective immediately after The Always Food Safe Company LLC gives notice to a change to visitors and registered users. Notice can be given through email, a posting on this website or change to this page, or any other means by which a registered user may obtain notice. The registered user agrees to check the website periodically for changes to these terms and conditions. Any use of the website after changes have been published on the website shall be deemed acceptance of the updated terms and conditions.

Limitations of Content

Always Food Safe Company LLC reserves the right to change, modify, or discontinue any aspect or feature of this website or product for visitors and registered users. This includes (in whole or in part) and without limitation, all content and availability. All users including visitors and registered users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecoms equipment and internet access necessary for use of the website.

Additional Conditions for Website Visitors

The use of this website by visitors (described above) is subject to the following terms of use: Neither Always Food Safe Company LLC nor any third parties featured in or linked to by the website provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. All visitors and registered users acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

All visitors and registered users use the information on this website entirely at their own risk. It shall be the visitors and registered user's own responsibility to ensure that any products, services or information available through this website meet their specific requirements and that they are entirely responsible for any interpretation and subsequent implementation of any of the concepts or suggestions included in the website.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this Website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s) linked to. We have no responsibility for the content of the linked website(s). Your use of this Website and any dispute arising out of such use of the Website is subject to the laws of the United States of America, and the State of Minnesota.

Additional Conditions for Registered Users

Limited License

Always Food Safe Company LLC hereby grants each registered user a limited, non-exclusive, non-sub-licensable and non-transferable license to access the content and information available in login areas of the website according to the provisions contained herein, and subject to the payment of the applicable subscription fees.

REFUND POLICY

We're so convinced that you'll love learning with us that, if for any reason, you don't, then unlike other companies, we'll just refund your course costs. This means that if you buy of The Always Food Safe Company Food Handler course, you are entitled to a full refund of the entire cost of the service within 7 days of purchase, providing you have not successfully completed the exam. The purchase timescale is based on the date and time our third-party payment partner registers your payment. Any course where you have successfully completed the exam will not be eligible for a refund due to the cost we incur and your choice to complete the exam. All refund requests must be via the phone - no refund request will be accepted by email or any other means of communication. Refunds will be processed and credited to you through the third-party payment

partner you used.

Any attempt to copy or use the course materials after a transaction has been cancelled and refunded will be classed as a breach of copyright and will be dealt with in a court of law.

Access to Content

We strive to provide access to product on a continuous basis and have invested significant amounts to support this effort. We will make all reasonable efforts to provide uninterrupted access to the website for all registered users. However, from time to time, registered users may be unable to access the website (product) due to conditions beyond our control. Such conditions include, but are not limited to: force majeure, acts of God, power cuts, and the acts of those acting outside the law. Also, from time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system, and other related reasons. In response to any unavailability we will take all commercially reasonable steps to ensure access is restored in a timely, responsive and reasonable period of time.

Prohibited Conduct

All visitors and registered users expressly agree to refrain from doing, either personally or through an agent, any of the following 'prohibited conduct' including:

Uploading, entering or otherwise transferring any virus or communication to the website that is in any way offensive or affects the use, enjoyment or service of the Website.

Capturing, downloading, saving or otherwise retaining information and content available on the website other than what is expressly allowed by these terms and conditions.

Permitting or providing others access to the product using their user name and password, or the name and password of another registered user. Copying, modifying, reverse engineering, disassembling, redistributing, republishing, altering, creating derivative works from, assigning, licensing, transferring or adapting any of the software, information, text, graphics, source code or HTML code, or other content available on the website.

Removing or modifying any copyright, trademark, legal notices, or other proprietary notations from the content available on the website.

Transferring any website content to another person; be it in linking or actual transfer of files, or violate or attempting to violate any installed security mechanisms.

Accessing any data or server you are not authorised to access or otherwise breaching the security of the website or corrupting the website in any way. Or use any device or means to harvest information about other registered users or the website.

Engaging in any other conduct which violates the Copyright Act or other laws of the USA.

All visitors and registered users agree to indemnify and hold harmless Always Food Safe Company LLC and its directors, agents, employees, and assigns from and against any cause of action or claim, including court costs, expenses and attorney fees, related to or arising from prohibited conduct or other improper or illegal use of the website, or any other breach of these terms and conditions.

Copyrights, Trademarks and other Proprietary Rights

Always Food Safe Company shall retain all worldwide rights in the intellectual property in and on the website, including, but not limited to, trademarks, eLearning approaches and systems, ideas, the source and HTML code of the website, the "look and feel" of the website, all other graphical elements, and the copyrights in and to its original content. It should assume that everything viewable on the website is copyrighted, trademarked, or otherwise protected and owned or licensed by Always Food Safe Company.

Security

All visitor and registered users are prohibited from violating or attempting to violate the security of the website. You represent and warrant that you are the person on whose behalf you claim to accept these terms and conditions, or, if you are entering into these terms on behalf of a person or entity, you represent and warrant that you have the power and authority to enter into these terms and bind the person or entity. You also represent and warrant that you are an adult who is legally able to enter into these terms and conditions. You may not use the account, user name or password of someone else at any time. You agree to notify Always Food Safe Company immediately of any unauthorised use or loss of your account, user name, password and/or credit card information.

Limited Warranties

Always Food Safe Company warrant that the software allowing registered users access to the website, if operated as directed, will substantially achieve the functionality described on the website. We provide no warranty that any hardware, software or telecoms and internet service you may use to access the Website or download any System files is compatible or sufficient to access the Website. Although Always Food Safe Company have attempted to ensure all information on this website, we make no guarantee or warranty, expressed or implied as to its reliability, accuracy or completeness. Always Food Safe Company assumes no responsibility for any errors or omissions contained therein.

No liability is accepted for any eventuality arising from the use of the product. All advice inferred from any website content, or given by Always Food Safe Company staff or representatives, whether it be in written material, videos, via email contact, telephone or face to face is offered in good faith and entirely without liability. All visitors and registered users access this website at their own risk. The website is provided on an 'as is' basis without warranty of any kind expressed or implied unless expressly detailed in this terms and conditions document. Always Food Safe Company disclaims all warranties and shall have no liability for damages in excess of the amount Always Food Safe Company received from the registered user or from a reseller.

Limitations

Always Food Safe Company will continue to make all reasonable efforts to protect the website from attempts to maliciously or illegally access data through hacking, scraping or physical theft of data. However, we will not be held responsible for the actions of any third party successful in accessing data against our wishes and without permission.

Privacy Policy

Keeping food safe is our business but we also prioritize keeping safe the information that you give to us. When you take part in our training, there's various information (data) that we need to know

about you – like your name and where you work and live. So like any fair and responsible business that holds customer data, we have a Privacy Policy that explains how we protect and process this information. So our privacy policy guides the use of the information you provide to The Always Food Safe Company through www.alwaysfoodsafecompany.com or provide information to us over the phone or in person.

You'll need to agree to our Privacy Policy in order to become a Registered User. By clicking on the "I Accept" button or by Accessing the Website, you authorize us to collect and share information as set forth in our Privacy Policy.

To read this in full – [click here.](#) (hyperlink)

Questions If you have any concerns or questions about our 'Terms, Conditions & Privacy policy', please don't hesitate to get in touch, we are here to help and support you.
help@alwaysfoodsafecompany.com