## DELMOTTE VIBRATING ENERGIES RÉSONNANTES

#### **IRELAND**

### TERMS AND CONDITIONS

In the event of any inconsistency between a non-English version of this webshop and the English version, the English version shall be controlling in all respects and shall prevail.

## 1.CONDITIONS OF USE

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### 2.PRIVACY

Please review our Privacy Policy and Return Policy below, which also governs your visit to our website, to understand our practices.

## 3.ELECTRONIC COMMUNICATIONS

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### 7. YOUR MEMBERSHIP ACCOUNT

If you use our site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If you are under age, you may use our website only with involvement of a parent or guardian. DELMOTTE VIBRATING ENERGIES RÉSONNANTES and its associates reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

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### 9.RISK OF LOSS

All items purchased from DELMOTTE VIBRATING ENERGIES RÉSONNANTES are made pursuant to a shipment contract.

This basically means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

### 10.PRODUCT DESCRIPTIONS

DELMOTTE VIBRATING ENERGIES RÉSONNANTES and its associates attempt to be as accurate as possible. However, DELMOTTE VIBRATING ENERGIES RÉSONNANTES does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free.

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## 12.REFUND POLICY DIGITAL CONTENT

This webstore also sells products which consist of online digital content, if you have already started downloading or streaming it, you lose your right of withdrawal by starting the performance.

### 13.APPLICABLE LAW

By visiting DELMOTTE VIBRATING ENERGIES RÉSONNANTES, you agree that the laws of the state of IRELAND, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and DELMOTTE VIBRATING ENERGIES RÉSONNANTES or its associates.

## 14.DISPUTES

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### 15.SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your visit to DELMOTTE VIBRATING ENERGIES RÉSONNANTES. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

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My role is to support and assist you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. I cannot predict and I do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through our "Website, Programs, and Services".

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- J. Assumption of Risk. There are sometimes unknown individual risks and circumstances that can arise during use of our "Website, Programs, Products and Services" that cannot be foreseen that can influence or reduce results. We are not responsible for your or your clients' personal choices or actions before, during or after use of our "Website, Programs, Products, and Services". You understand that any mention of any suggestion or recommendation on or through our "Website, Programs, Products or Services" is to be taken at your and your clients' own risk, with no liability on our part, recognizing that there is a rare chance that business failure, illness, injury or even death could result. You accept full responsibility for the consequences of your use, or non-use, of any information provided by us through any means whatsoever, as well as your clients' use or non-use of any information obtained through you or our "Website, Programs or Services". Your or your clients' use, or non-use, of this information, is at your own risk, and you absolve us of any liability or loss that you, your clients, your business, your family and/or children or any other person may incur from your or their use or non-use of the information provided.

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Latest update: 20 May 2024

### PRIVACY POLICY

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Website: https://lecherantenna-antennedelecher.com/store/

This Webstore collects some Personal Data from its Users.

OWNER AND DATA CONTROLLER

Delmotte Vibrating Energies Résonnantes Sligo Ireland

Contact email: annemarielecherenergy@gmail.com

#### **COOKIES**

What are cookies?

A cookie is a small piece of data (text file) that a website – when visited by a User – asks your browser to store on your device in order to remember information about you, such as your language preference or login information. Those cookies are set by us and called first-party cookies. We also use third-party cookies – which are cookies from a domain different than the domain of the Webstore you are visiting.

This Website does not store any third part Cookies. The Cookie banner will pop up when you visit this Website and ask you to either "Accept" or "Decline" the Cookies.

This Website uses:

Analytics

The services contained in this section enable the Owner to monitor and analyze web traffic and can be used to keep track of User behavior in order to improve its services.

Google Analytics (Google LLC)

Google Analytics is a web analysis service provided by Google LLC ("Google"). Google utilizes the Data collected to track and examine the use of this Webstore, to prepare reports on its activities and share them with other Google services.

Google may use the Data collected to contextualize and personalize the ads of its own advertising network.

Personal Data processed: Cookies; Usage Data.

Place of processing: United States – Privacy Policy – Opt Out. Privacy Shield participant.

When visiting this Website a Cookie banner will appear where you can "Accept" or "Decline" the use of the Cookies.

### **MAILING LIST**

This website has an "opt in" possibility to be added to a mailing list to "be kept up to date on news and exclusive offers".

## Contacting the User

By registering on the mailing list or for the newsletter, the User's email address, first and last name and country will be added to the contact list of those who may receive email messages containing information of educational, commercial or promotional nature concerning this Website. You can "opt out" of this service by contacting the Owner of the Website by email: annemarielecherenergy@gmail.com

We may be storing your name and first name, country and email address on a private secured offline file and might store it on the Mailchimp service too in order to uniform any emails we might send you in the future to keep you informed about training courses, books and related products. In this case every email we send you will have an unsubscribe option at the foot of the email should you wish to withdraw from the service and have your information erased. This can of course also be achieved at any time by contacting the Owner of the Webstore by email: annemarielecherenergy@gmail.com. The Mailchimp privacy policy can be accessed here: https://mailchimp.com/legal/privacy/

## **PAYMENT**

If you make a purchase, we use a third party payment processor such as Stripe or Paypal. Payments are encrypted through the Payment Card Industry Data Security Standard (PCI-DSS). Your purchase transaction data is stored only as long as is necessary to complete your purchase transaction.

All direct payment gateways adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover.

PCI-DSS requirements help ensure the secure handling of credit card information by our site and related courses and its service providers.

## THIRD PARTY SERVICES

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions.

For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

Certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. If you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our Webstore or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our Webstore's Terms and Conditions.

#### LINKS

When you click on links on our Webstore, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

#### **SECURITY**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL). Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

### TYPES OF PERSONAL DATA COLLECTED

Among the types of Personal Data that this Webstore collects, by itself or through third parties, there are: email address; first name; last name; state; country; postal code; city; address; Cookies; Usage Data.

Complete details on each type of Personal Data collected are provided in the dedicated sections of this privacy policy or by specific explanation texts displayed prior to the Data collection.

Personal Data may be freely provided by the User, or, in case of Usage Data, collected automatically when using this Webstore.

Unless specified otherwise, all Data requested by this Webstore is mandatory and failure to provide this Data may make it impossible for this Webstore to provide its services. In cases where this Webstore specifically states that some Data is not mandatory, Users are free not to communicate this Data without consequences to the availability or the functioning of the Service.

Users who are uncertain about which Personal Data is mandatory are welcome to contact the Owner.

Any use of Cookies – or of other tracking tools – by this Webstore or by the owners of third-party services used by this Webstore serves the purpose of providing the Service required by the User, in addition to any other purposes described in this Privacy Policy.

Users are responsible for any third-party Personal Data obtained, published or shared through this Webstore and confirm that they have the third party's consent to provide the Data to the Owner.

#### MODE AND PLACE OF PROCESSING THE PERSONAL DATA

### Methods of processing

The Owner takes appropriate security measures to prevent unauthorized access, disclosure, modification, or unauthorized destruction of the Data.

The Data processing is carried out using computers and/or IT enabled tools, following organizational procedures and modes strictly related to the purposes indicated. In addition to the Owner, in some cases, the Data may be accessible to certain types of persons in charge, involved with the operation of this Webstore (administration, sales, marketing, legal, system administration) or external parties (such as third-party technical service providers, mail carriers, hosting providers, IT companies, communications agencies) appointed, if necessary, as Data Processors by the Owner. The updated list of these parties may be requested from the Owner at any time.

## Legal basis of processing

The Owner may process Personal Data relating to Users if one of the following applies:

Users have given their consent for one or more specific purposes. Note: Under some legislations the Owner may be allowed to process Personal Data until the User objects to such processing ("opt-out"), without having to rely on consent or any other of the following legal bases. This, however, does not apply, whenever the processing of Personal Data is subject to European data protection law;

provision of Data is necessary for the performance of an agreement with the User and/or for any pre-contractual obligations thereof;

processing is necessary for compliance with a legal obligation to which the Owner is subject;

processing is related to a task that is carried out in the public interest or in the exercise of official authority vested in the Owner;

processing is necessary for the purposes of the legitimate interests pursued by the Owner or by a third party.

In any case, the Owner will gladly help to clarify the specific legal basis that applies to the processing, and in particular whether the provision of Personal Data is a statutory or contractual requirement, or a requirement necessary to enter into a contract.

#### Place

The Data is processed at the Owner's operating offices and in any other places where the parties involved in the processing are located.

Depending on the User's location, data transfers may involve transferring the User's Data to a country other than their own. Users are also entitled to learn about the legal basis of Data transfers to a country outside the European Union or to any international organization governed by public international law or set up by two or more countries, such as the UN, and about the security measures taken by the Owner to safeguard their Data.

If any such transfer takes place, Users can find out more by checking the relevant sections of this document or inquire with the Owner using the information provided in the contact section.

### Retention time

Personal Data shall be processed and stored for as long as required by the purpose they have been collected for.

### Therefore:

Personal Data collected for purposes related to the performance of a contract between the Owner and the User shall be retained until such contract has been fully performed.

Personal Data collected for the purposes of the Owner's legitimate interests shall be retained as long as needed to fulfill such purposes. Users may find specific information regarding the legitimate interests pursued by the Owner within the relevant sections of this document or by contacting the Owner.

The Owner may be allowed to retain Personal Data for a longer period whenever the User has given consent to such processing, as long as such consent is not withdrawn. Furthermore, the Owner may be obliged to retain Personal Data for a longer period whenever required to do so for the performance of a legal obligation or upon order of an authority.

Once the retention period expires, Personal Data shall be deleted. Therefore, the right to access, the right to erasure, the right to rectification and the right to data portability cannot be enforced after expiration of the retention period.

What Ecwid has done to comply with the GDPR (General Data Protection Regulation):

Ecwid collects, stores, processes and shares Personal Data based on GDPR guidelines and complies with GDPR requirements in the following ways:

we assigned a Data Protection Officer who is in charge of the Ecwid Data Protection Policy;

we started to deliver GDPR-focused training to our key teams and personnel;

we implemented a detailed procedure to deal with all data subject access requests, deletion requests, and government access requests;

we work only with subprocessors who provide an adequate protection of the personal data through robust technical and organizational measures;

we developed a reliable method to detect, report and investigate a personal data breach;

we established the necessary records of data processing activities;

we are certified under the EU - U.S. and Swiss - U.S. Privacy Shield frameworks; this arrangement calls for certified organisations to guarantee a level of security in line with EU data protection law regarding the transfer of personal data from the EEA and Switzerland to the U.S.

#### THE PURPOSES OF PROCESSING

The Data concerning the User is collected to allow the Owner to provide its Service, comply with its legal obligations, respond to enforcement requests, protect its rights and interests (or those of its Users or third parties), detect any malicious or fraudulent activity, as well as the following: Contacting the User and Analytics.

For specific information about the Personal Data used for each purpose, the User may refer to the relevant sections of this document.

#### THE RIGHTS OF USERS

Users may exercise certain rights regarding their Data processed by the Owner.

In particular, Users have the right to do the following:

Withdraw their consent at any time. Users have the right to withdraw consent where they have previously given their consent to the processing of their Personal Data.

Object to processing of their Data. Users have the right to object to the processing of their Data if the processing is carried out on a legal basis other than consent. Further details are provided in the dedicated section below.

Access their Data. Users have the right to learn if Data is being processed by the Owner, obtain disclosure regarding certain aspects of the processing and obtain a copy of the Data undergoing processing.

Verify and seek rectification. Users have the right to verify the accuracy of their Data and ask for it to be updated or corrected.

Restrict the processing of their Data. Users have the right, under certain circumstances, to restrict the processing of their Data. In this case, the Owner will not process their Data for any purpose other than storing it.

Have their Personal Data deleted or otherwise removed. Users have the right, under certain circumstances, to obtain the erasure of their Data from the Owner.

Receive their Data and have it transferred to another controller. Users have the right to receive their Data in a structured, commonly used and machine readable format and, if technically feasible, to have it transmitted to another controller without any hindrance. This provision is applicable provided that the Data is processed by automated means and that the processing is based on the User's consent, on a contract which the User is part of or on pre-contractual obligations thereof.

Lodge a complaint. Users have the right to bring a claim before their competent data protection authority.

Details about the right to object to processing

Where Personal Data is processed for a public interest, in the exercise of an official authority vested in the Owner or for the purposes of the legitimate interests pursued by the Owner, Users may object to such processing by providing a ground related to their particular situation to justify the objection.

Users must know that, however, should their Personal Data be processed for direct marketing purposes, they can object to that processing at any time without providing any justification. To learn, whether the Owner is processing Personal Data for direct marketing purposes, Users may refer to the relevant sections of this document.

How to exercise these rights

Any requests to exercise User rights can be directed to the Owner through the contact details provided in this document. These requests can be exercised free of charge and will be addressed by the Owner as early as possible and always within one month.

### ADDITIONAL INFORMATION ABOUT DATA COLLECTION AND PROCESSING

## Legal action

The User's Personal Data may be used for legal purposes by the Owner in Court or in the stages leading to possible legal action arising from improper use of this Webstore or the related Services.

The User declares to be aware that the Owner may be required to reveal Personal Data upon request of public authorities.

Additional information about User's Personal Data

In addition to the information contained in this Privacy Policy, this Webstore may provide the User with additional and contextual information concerning particular Services or the collection and processing of Personal Data upon request.

System logs and maintenance

For operation and maintenance purposes, this Webstore and any third-party services may collect files that record interaction with this Webstore (System logs) use other Personal Data (such as the IP Address) for this purpose.

Information not contained in this policy

More details concerning the collection or processing of Personal Data may be requested from the Owner at any time. Please see the contact information at the beginning of this document.

How "Do Not Track" requests are handled

This Webstore does not support "Do Not Track" requests.

To determine whether any of the third-party services it uses honor the "Do Not Track" requests, please read their privacy policies.

Changes to this privacy policy

The Owner reserves the right to make changes to this privacy policy at any time by notifying its Users on this page and possibly within this Webstore and/or - as far as technically and legally feasible - sending a notice to Users via any contact information available to the Owner. It is strongly recommended to check this page often, referring to the date of the last modification listed at the bottom.

Should the changes affect processing activities performed on the basis of the User's consent, the Owner shall collect new consent from the User, where required.

#### **DEFINITIONS AND LEGAL REFERENCES**

Personal Data (or Data)

Any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.

Usage Data

Information collected automatically through this Webstore (or third-party services employed in this Webstore), which can include: the IP addresses or domain names of the computers utilized by the Users who use this Webstore, the URI addresses (Uniform Resource Identifier), the time of the request, the method utilized to submit the request to the server, the size of the file received in response, the numerical code indicating the status of the server's answer (successful outcome, error, etc.), the country of origin, the features of the browser and the operating system utilized by the User, the various time details per visit (e.g., the time spent on each page within the Webstore) and the details about the path followed within the

Webstore with special reference to the sequence of pages visited, and other parameters about the device operating system and/or the User's IT environment.

User

The individual using this Webstore who, unless otherwise specified, coincides with the Data Subject.

Data Subject

The natural person to whom the Personal Data refers.

Data Processor (or Data Supervisor)

The natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller, as described in this Privacy Policy.

Data Controller (or Owner)

The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data, including the security measures concerning the operation and use of this Webstore. The Data Controller, unless otherwise specified, is the Owner of this Webstore.

This Webstore

The means by which the Personal Data of the User is collected and processed.

Service

The service provided by this Webstore as described in the relative terms (if available) and on this Webstore.

European Union (or EU)

Unless otherwise specified, all references made within this document to the European Union include all current member states to the European Union and the European Economic Area.

### LEGAL INFORMATION

This privacy statement has been prepared based on provisions of multiple legislations, including Art. 13/14 of Regulation (EU) 2016/679 (General Data Protection Regulation) and partly established with information provided by iubenda.com and ecwid.com

This privacy policy relates solely to this Webstore, if not stated otherwise within this document.

Latest update: 24 October 2025