

Whitethorn Essays



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Whitethorn Essays

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- To impersonate any third party or otherwise mislead as to the origin of your contributions
- To reproduce, duplicate, copy or resell any part of our Programs, Products and Services, or Program Materials in a way that is not in compliance with these Terms of Use or any other agreement with us.

您同意，您不会以任何方式使用我们的程序、产品和服务或程序资料，导致或可能导致程序、产品和服务或程序资料或其访问以任何方式中断、损坏或受损。您理解，您对从您的计算机发送至本网站及其内容以及我们的所有电子通信和内容负全部责任。

您必须仅将程序、产品和服务或程序材料用于合法目的。您同意不会以以下任何方式使用我们的程序、产品和服务或程序资料：

- 用于欺诈目的或与刑事犯罪有关，或以其他方式进行任何非法活动
- 发送、使用或重复使用任何非法、冒犯性、辱骂性、猥亵性、有害性、诽谤性、淫秽性、威胁性、令人反感性、侵犯隐私、违反保密规定、侵犯任何知识产权或可能以其他方式伤害他人的材料
- 发送、负面影响或感染我们的程序、产品和服务或程序资料，其中包含软件病毒或任何其他旨在对任何计算机软件或硬件的运行造成不利影响的有害或类似计算机代码、商业招揽、连锁信件、群发邮件或任何垃圾邮件（无论是否有意为之）
- 造成烦恼、不便或不必要的焦虑
- 冒充任何第三方或以其他方式误导您贡献的来源

- 复制、复印、抄袭或以不符合本使用条款或与我们达成的任何其他协议的方式转售我们的程序、产品和服务或程序材料的任何部分。

COMMUNICATION GUIDELINES | 沟通指南

If you have a question or concern about our Programs, Products and Services, or Program Materials, you may send an e-mail to admin@whitethorn.us and we will do our best to reply to your question or concern promptly.

如果您对我们的项目、产品和服务或项目资料有任何疑问或顾虑，请发送电子邮件至 admin@whitethorn.us，我们将尽力及时回复您的问题或顾虑。

PURCHASES AND ONLINE COMMERCE | 购买和网上商务

If paying by debit card, or credit card, you give us permission to automatically charge your credit or debit card as payment for your Programs, Products and Services, or Program Materials without any additional authorization, for which you will receive an electronic receipt.

In the event that payment is not received by the date due, you will have a fourteen (14) day grace period to make the payment otherwise the Programs, Products and Services will not continue and we reserve the right to cease your access immediately and permanently.

If you fail to make payment in a timely manner in accordance with these Terms of Use or voluntarily decide to withdraw from our Programs, Products and Services at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs, Products and Services.

All information obtained during your purchase or transaction for our Programs, Products and Services and all of the information that you give as part of the transaction, such as your name, address, method of payment, credit card number, and billing information, may be collected by both us and our payment processing company.

You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so or for whom you have obtained the express consent to provide their name, address, method of payment, credit card number, and billing information.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf. You agree to use our Programs, Products and Services, and Program Materials for legitimate, non-commercial purposes only and not for speculative, false, fraudulent, or illegal purposes.

Since we have a clear and explicit Refund Policy in these Terms of Use that you have agreed to prior to completing the purchase of any of our Programs, Products or Services, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company. In the event that a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account which could have a negative impact on your social or financial credit score. The

information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

If you make a purchase from one of our affiliates, or any other individual or company through a link provided on or through our Programs, Products and Services, or Program Materials ("Merchant"), all information obtained during your purchase or transaction and all of the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by the merchant and their payment processing company as well. Your participation, correspondence or business dealings with any affiliate, individual or company on or through our Programs, Products and Services, or Program Materials, and all purchase terms, conditions, representations or warranties associated with payment, refunds, and/or delivery related to your purchase, are solely between you and the Merchant. You agree that we shall not be responsible or liable for any loss, damage, refunds, or other matters of any sort that incurred as the result of such dealings with a Merchant. Payment processing companies and Merchants may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies of the payment processing companies and Merchants. In addition, when you make certain purchases through our Programs, Products and Services, you may be subject to the additional terms and conditions of a payment processing company, Merchant or us that specifically apply to your purchase. For more information regarding a Merchant and its terms and conditions that may apply, visit that merchant's Website and click on its information links or contact the Merchant directly.

You release us, our affiliates, our payment processing company, and Merchants from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase through or use of our Website or its Content.

如果您使用借记卡或信用卡付款，您即授权我们自动从您的信用卡或借记卡中扣款，用于支付您所购买的项目、产品、服务或项目资料，无需另行授权，并将收到一份电子收据。

如果未能在到期日之前完成付款，您将有十四（14）天的宽限期完成付款；否则，项目、产品和服务将停止，我们保留立即且永久终止您访问权限的权利。

如果您未能按照本使用条款及时付款，或在任何时间、任何理由下自行决定退出我们的项目、产品和服务，您仍需承担全部费用责任。

在您购买或交易我们的项目、产品和服务过程中获取的所有信息，以及您在交易中提供的信息（如姓名、地址、付款方式、信用卡号码和账单信息），可能会被我们和我们的支付处理公司收集。

您同意仅为自己或已获得其明确同意的他人购买商品或服务，并为其提供姓名、地址、付款方式、信用卡号码及账单信息。

您同意对您本人或代表您行事的他人所作的全部购买行为承担财务责任。您同意仅将我们的项目、产品、服务和项目资料用于合法的、非商业性用途，不得用于投机、虚假、欺诈或非法目的。

由于在您完成任何项目、产品或服务的购买前，您已同意本使用条款中明确列出的退款政策，我们不接受任何形式的信用卡拒付威胁或实际拒付行为。如果在您购买过程中或之后发生拒付，或我们收到拒付威胁，我们保留将此事件报告给所有信用评级机构或其他相关机构的权利，并可将您的账户列为违约账户，这

可能对您的社会或金融信用评级产生负面影响。报告的信息将包括您的姓名、电子邮箱、订单日期、订单金额和账单地址。拒付滥用者若希望从数据库中移除，需支付相应的拒付金额。

如果您通过我们项目、产品、服务或项目资料中提供的链接向我们的附属公司、其他个人或企业（以下简称“商家”）购买商品或服务，您在购买或交易中提供的所有信息（包括信用卡号码和联系方式）也可能被该商家及其支付处理公司收集。您与任何附属公司、个人或企业之间的参与、通信或商业往来，以及与购买有关的所有条款、条件、陈述或保证（包括付款、退款和/或交付）均仅限于您与该商家之间。您同意我们不对因与该商家交易所引起的任何损失、损害、退款或其他事项承担任何责任。支付处理公司和商家可能拥有与我们不同的隐私和数据收集政策。我们对这些支付处理公司和商家的独立政策不承担任何责任。此外，当您通过我们的项目、产品和服务进行某些购买时，可能还需遵守特定适用于您购买行为的支付处理公司、商家或我们的附加条款和条件。有关商家及其可能适用的条款和条件的更多信息，请访问该商家网站并点击其信息链接，或直接联系商家。

您同意释放我们、我们的附属公司、支付处理公司以及商家对于您在使用我们网站或其内容进行购买过程中所遭受的任何损害的责任，并承诺不就此类购买行为对我们或他们提出任何索赔。

REFUND POLICY | 退款政策

Refunds are generally only available in specific and extreme situations, such as Whitethorn's failure to fulfil the terms of a contract. In all cases, except those involving Whitethorn's failure to fulfill the terms of a contract, refunds are made at Whitethorn's sole discretion. You acknowledges and agrees to the following refund policy as part of your use of the Services:

a. Refund Eligibility: You may be granted a refund within seven (7) days of the purchase date, provided that no work related to fulfilling Whitethorn's express obligations under a Service Agreement, including but not limited to information gathering, brainstorming, drafting, or revisions, has begun. ALL REFUNDS ARE SUBJECT TO AN ADMINISTRATIVE PROCESSING FEE EQUAL TO TEN PERCENT (10%) OF THE TOTAL SERVICE FEES STIPULATED IN THIS AGREEMENT.

b. Service Activation Period: You are required to begin your use of Whitethorn's services within thirty (30) days of the purchase date. Failure to begin services within this thirty-day period will result in the forfeiture of your eligibility for a refund, regardless of whether the services have been utilized.

c. Non-Refundable Conditions: Once any work related to the service has commenced, you are no longer eligible for a refund. Additionally, failure to activate or utilize the service within the designated thirty-day period shall result in the forfeiture of any rights to a refund.

d. Refund Request Process: You must submit any refund requests in writing to Whitethorn via email within the applicable thirty (30)-day refund period. Whitethorn will process eligible refund requests within ten (10) business days of receipt.

退款通常仅在特定和极端情况下可用，例如 Whitethorn 未能履行合同条款。除 Whitethorn 未能履行合同条款的情况外，所有退款均由 Whitethorn 自行决定。您确认并同意在使用服务时遵守以下退款政策：

a. 退款资格：您可以在购买之日起七 (7) 天内获得退款，前提是尚未开始任何与履行 Whitethorn 在服务协议下明确规定的义务相关的工作，包括但不限于信息收集、头脑风暴、起草或修订。所有退款均需支付相当于本协议规定的服务费总额百分之十 (10%) 的行政手续费。

b. 服务激活期限：您必须在购买之日起三十 (30) 天内开始使用 Whitethorn 的服务。如果您未能在此三十天期限内开始使用服务，则无论服务是否已使用，您都将失去退款资格。

c. 不可退款条款：一旦与服务相关的任何工作开始，您将不再有资格获得退款。此外，如果您未能在指定的三十天期限内激活或使用服务，您将失去任何退款权利。

d. 退款申请流程：您必须在适用的三十 (30) 天退款期限内通过电子邮件以书面形式向 Whitethorn 提交任何退款申请。Whitethorn 将在收到申请后的十 (10) 个工作日内处理符合条件的退款申请。

DISPUTE RESOLUTION | 争议解决

It is hoped that should we ever have any differences, we could be able to work them out amicably through e-mail correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, selected jointly, in accordance with the American Arbitration Association Rules. Prior to seeking arbitration, you must send an e-mail to us at admin@whitethornart.com and include all of your reasons for dissatisfaction with your Program, Product or Services. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No other actions or financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding, and may be entered as a judgment into any court having the appropriate jurisdiction.

By purchasing our Programs, Products and Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within one (1) year of the date of your e-mail to us referenced above or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

You also agree that should arbitration take place, it will be held in Washington, District of Columbia in the United States of America and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, our Company, or any of our Programs, Products and Services. When requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Use are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term which shall be given full force and effect.

希望我们之间如有任何分歧，能够通过电子邮件友好协商解决。但是，如果我们无法在合理的时间内达成解决方案，您同意，唯一的法律争议解决方法是根据美国仲裁协会规则，由双方共同选定的一名仲裁员进

行具有约束力的仲裁。在寻求仲裁之前，您必须发送电子邮件至 admin@whitethornart.com，并说明您对项目、产品或服务不满意的所有原因。您理解并同意，通过仲裁可以授予您的唯一救济是全额退还您迄今为止支付的款项。我们不会授予您任何其他诉讼、间接损害赔偿或任何其他类型损害赔偿的财务裁决。我们双方同意，仲裁员的裁决为最终裁决，且具有约束力，并可作为判决提交任何具有适当管辖权的法院。

购买我们的项目、产品和服务，即表示您同意修改诉讼时效，即任何仲裁必须在您向我们发送上述电子邮件之日起一 (1) 年内开始，否则您将放弃通过仲裁解决争议或采取任何其他法律行动的权利。

您还同意，如果进行仲裁，仲裁将在美国华盛顿哥伦比亚特区举行，胜诉方有权获得所有合理的律师费以及执行仲裁员裁决所需的所有费用。

如果我们之间发生争议，您同意不参与任何旨在贬低我们、我们公司或我们任何项目、产品和服务的行为或交流，无论是公开的还是私下的，包括在社交媒体上。当然，当法律或仲裁要求时，您作为法律程序的一部分分享您的想法和意见是可以的。

如果本使用条款中的任何条款因任何原因被解释为无效或不可执行，则不影响任何其他条款的有效性和可执行性，其他条款应具有完全效力。

CONFIDENTIALITY AND PRIVACY | 保密和隐私

Personal Information. To use our Programs, Products and Services, or Program Materials, we may seek personal data or information including your name, e-mail address, phone number, street address, billing information, birthday, preferences, interests, assignments, or other personally-identifying information ("Personal Information"), or you may offer or provide cookie information, a comment, photo, image, video or any other submission to us when using or participating in our Programs, Products and Services, or Program Materials ("Other Information"). By providing such Personal Information or Other Information to us, you grant us permission to use and store such information. We, in turn, will use our best efforts to keep your Personal Information safe, secure and confidential in accordance with these Terms of Use and our full Privacy Policy which may be found on our Website. If you believe that any of your Personal Information is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any Personal Information found to be incorrect. By using our Programs, Products, Services, or Program Materials, you consent to our use of your Personal Information and Other Information in line with our Privacy Policy.

What We Do with Personal Information. We request and require various personal data and/or Personal Information to understand your needs and provide you with better services. In addition, we may use such data and Personal Information for the following reasons: (1) for internal record keeping, (2) to improve our Programs, Products and Services, or Program Materials, (3) to periodically send promotions about new Programs, Products and Services or other special offers from which you may unsubscribe at any time, (4) for aggregate, non-identifiable data for research purposes, (5) to customize the respective Programs, Products or Services you purchase or use according to your interests and/or (6) for support or communication related to your Programs, Products and Services, or Program Materials.

Storage. All data and Personal Information is stored through a data management system. This data and Personal Information can only be accessed by those who help

manage that information in order to deliver e-mail or otherwise contact those who would like to receive our correspondence. You agree and acknowledge that we, including but not limited to our team, staff and affiliates, and those who manage the data management system may have access to your Personal Information.

Viewing by Others. Note that whenever you make your Personal Information or Other Information available for viewing by others such as through our Programs, Products, Services, or Program Materials, our Website or social media, the Personal Information or Other Information that you share also can be seen, collected and used others, and therefore, we cannot be responsible for any unauthorized use by others of such Personal Information or Other Information that you voluntarily share online or in any other manner.

Passwords. To use certain features of our Programs, Products, Services, or Program Materials, you may be issued a group username and password or a unique individual username and password, which you will receive through your registration and/or purchase process. You may be able to change to username and/or password of your choosing. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You are not permitted to share your username and/or password with anyone. If we learn you have shared your username and/or password with another person, we reserve the right to immediately terminate your access to the Programs, Products, Services, Program Materials, Website, private forum, social media group or any other related communication. It is your responsibility to protect your own password from disclosure to others. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information. You are responsible for activities that take place using your password(s) and within your account. If you share your password(s) with anyone, they may be able to obtain access to your personal information at your own risk. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. By using our Programs, Products and Services, you agree to enter true and accurate information as part of the registration, purchase process and otherwise. If you enter a false email address, we have the right to immediately deactivate your account. We will use our best efforts to keep your password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

个人信息。 为了使用我们的项目、产品和服务或项目资料，我们可能会索取您的个人数据或信息，包括您的姓名、电子邮件地址、电话号码、街道地址、账单信息、生日、偏好、兴趣、任务或其他个人身份信息（“个人信息”），或者您可能在使用或参与我们的项目、产品和服务或项目资料时向我们提供 Cookie 信息、评论、照片、图像、视频或任何其他提交内容（“其他信息”）。向我们提供此类个人信息或其他信息，即表示您授权我们使用和存储此类信息。我们将尽最大努力，根据本使用条款和我们网站上的完整隐私政策，确保您的个人信息安全、可靠且保密。如果您认为您的任何个人信息不正确或不完整，请尽快联系我们。我们将及时更正任何被发现不正确的个人信息。使用我们的项目、产品、服务或项目资料，即表示您同意我们根据我们的隐私政策使用您的个人信息和其他信息。

我们如何处理个人信息。我们请求并要求您提供各种个人数据和/或个人信息，以便了解您的需求并为您提供更好的服务。此外，我们可能出于以下原因使用此类数据和个人信息：(1) 用于内部记录保存；(2) 改进我们的计划、产品和服务或计划资料；(3) 定期发送有关新计划、产品和服务或其他特别优惠的促销信息（您可以随时取消订阅）；(4) 用于研究目的的汇总、不可识别数据；(5) 根据您的兴趣定制您购买或使用的相应计划、产品或服务；和/或 (6) 用于与您的计划、产品和服务或计划资料相关的支持或沟通。

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他人查看。请注意，每当您将您的个人信息或其他信息提供给他人查看时（例如通过我们的计划、产品、服务或计划材料、我们的网站或社交媒体），您分享的个人信息或其他信息也可能被他人查看、收集和使用。因此，对于他人未经授权使用您自愿在线或以任何其他方式分享的此类个人信息或其他信息，我们概不负责。

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