# Terms of Use for Online Programs & Products

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Please read these Terms of Use carefully. We reserve the right to change these Terms of Use from time to time. By using any of our Programs and Products you are agreeing to the Terms of Use as they appear and are legally bound by them, whether or not you have read them. If at any time you do not agree with these Terms of Use, please do not use our Programs and Products.

These Terms of Use require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by enrolling in, purchasing and/or using any of our Programs and Products that you are waiving certain legal rights and you are voluntarily agreeing to do so.

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By purchasing or using any of our Programs and Products, you agree to abide by these Terms of Use as well as our <u>Website Disclaimer</u>, <u>Terms and Conditions</u> and <u>Privacy Policy</u>, and any other terms and conditions that may apply, and are you are required to act in accordance with them. Accessing, purchasing or using our Programs or Products, in any manner constitutes use of the Program or Product, and your agreement to be bound by these Terms of Use.

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When you enroll in or purchase our Programs or Products, you agree that you are clearly and expressly prohibited from doing the following:

- You will not copy, share or steal our Programs or Products, or any parts of them. You will not in any way use, copy, adapt or represent any of our Programs or Products in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of our Programs or Products. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or

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- You will not duplicate, share, trade, sell, or otherwise distribute our Programs or Products to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Program or Product for their own personal use or business/commercial use. This means you cannot share or sell or any part of our Programs or Products to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted a limited license to use our Program or Product.
- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Programs or Products for your own training purposes in no way gives you any copyright, trademark, intellectual property or ownership rights of our Program or Product.
- You will not reprint or republish any part of our Programs or Products for publication or compilation into your own products, programs, services or program materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Programs or Products in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Programs or Products as set forth in these Terms of Use is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law. You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

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When you voluntarily submit information to use, you also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Programs and/or Products at any time for any reason whatsoever. Again, you may request for us to remove this information at any time.

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**Intellectual Property Rights in Work Product.** We agree that you hold all intellectual property rights in any of your work product resulting from participation in our Programs and Products, including but not limited to copyright and trademark rights. We agree not to claim any such ownership in your work product or intellectual property at any time.

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Any request for written permission to use our Programs or Products, in whole or in part, or any other intellectual property or property belonging to us ("Content"), should be made BEFORE you wish to use it by completing the "Contact Us" form on our Website, or by sending an e-mail to Paige@soulslightenergyhealing.com.

We very clearly state that you may not use our Programs or Products, in whole or in part, in any way that is contrary to these Terms of Use unless we have given you specific written permission to do so. If you are granted permission by us, you agree to use the specific Content that we allow and ONLY in the ways for which we have given you our written permission. If you choose to use the content in ways that we do not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in our Programs or Products.

#### Security.

When you apply for, enroll in, purchase or use our Programs or Products we may seek and collect personal data and information including but not limited to your name, e-mail address, phone number, billing information, credit card or payment information, demographic information, health information, preferences, interests, or other personally-identifying information ("Confidential Information").

By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information in accordance with our <u>Privacy Policy</u>. We will use our best efforts to keep your Confidential Information safe, secure and confidential. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore, submitting Confidential Information, data or other information is done at your own risk. We take reasonable security measures in place to prevent the loss, misuse, and alteration of the Confidential Information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

# Personal Responsibility and Assumption of Risk.

As a Licensee, you agree that you are using your own judgment in using our Programs or Products and you agree that you are doing so at your own risk. Our Programs or Products are for informational and educational purposes only. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Programs or Products. Our Programs and Products are merely to provide you with education and tools to help you make your own decisions for yourself in your own judgment and discretion. You are solely responsible for your actions, decisions and results based on the use, misuse or non-use of our Programs and Products.

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While we use care in creating our Programs and Products, to the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Programs and Products, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts or anticipated savings, loss of data, loss of goodwill, any wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if it's foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program or Product participant or user, including you.

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Force Majeure. In the event that any cause beyond our reasonable control, including, without limitations, "acts of God"/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for us to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, we will not be liable for a reasonable period of delay or for the inability to indefinitely fulfill our responsibilities and obligations.

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**Indemnification.** You agree at all times to defend, indemnify and hold harmless our Company, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, members, managers, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs and Products, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us.

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You are agreeing that you will not use our Programs and Products in any way that causes or is likely to cause the Programs and Products, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Programs and Products for lawful purposes only. You agree that you will not use our Programs or Products in any of the following ways:

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- To send, negatively impact, or infect our Programs or Products with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not.
- To cause annoyance, inconvenience or needless anxiety to us, to other users or any to any other persons or entities whether publicly or privately.
- 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 or Products in a way that is not in compliance with these Terms of Use or any other agreement with us.

# **Communication Guidelines.**

If you have a question or concern about your Programs or Products, you may send an e-mail to <a href="mailto:paige@soulslightenergyhealing.com">paige@soulslightenergyhealing.com</a> and we will do our best to reply to your question or concern promptly.

#### **Purchases and Online Commerce.**

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card as payment for your Program or Product without any additional authorization, for which you will receive an electronic receipt. Should you be provided with a PayPal invoice instead, you are required to manually pay it by the date due on the invoice or your Program or Product will be put on hold until payment is made.

You agree that you are financially willing and able to invest in this Program or Product by choice, and that by so doing, you are not incurring any economic hardship in any way.

In the event that payment is not received by the date due, you will have a three (3) day grace period to make the payment otherwise the Program or Product 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 or Products at any time or for any reason whatsoever, you still will remain fully responsible for the full cost of the Programs and/or Products.

All information obtained during your purchase or transaction for our Programs and Products 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. Per our <u>Privacy Policy</u>, please make sure that you review the privacy policy of our payment processor.

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 and Products 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 or Products, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company and your agreement with us will automatically terminate upon such attempt to seek a chargeback from your credit card company. You will remain responsible for payment in full for the Programs and Products which you have purchased.

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 three 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 credit report 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.

We also reserve our right to seek payment from you for any delinquent payment that is not provided by or upon the date due by enlisting the help of a collections agency, and we may exercise our right to report your delinquent payment to all three credit reporting agencies, either directly or through the help of a collections agency.

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 or Products ("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 or Products, 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 or Products, 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.

# **Refund Policy.**

Your satisfaction with your Program or Product is important to us. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing our Programs and Products, we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Programs and Products, and no refunds will be provided to you at any time. By using and/or purchasing any of our Programs and Products, you understand and agree that all sales are final and no refunds will be provided.

#### Termination.

You have the right to terminate your use of or participation in our Programs or Products at any time by sending an e-mail to Paige@soulslightenergyhealing.com.

We reserve the right in our sole discretion to refuse or terminate your access to our Programs or Products, in full or in part, at any time without notice, by sending you an email to the e-mail address you provided upon purchase of the Program or Product.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Programs and/or Products, including but not limited to our Website, private forum, e-mail communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Programs or Products at any time without notice and in our sole discretion.

All of the terms of this Terms of Use, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, release of claims, and our Refund Policy will still apply now and in the future, even after termination by you or us.

# Governing Law.

This Agreement shall be construed according to the laws of the State of Florida where my principal place of business is located.

# **Dispute Resolution.**

Should we ever have a conflict, it is hoped that we could work it out amiably. However, if we are unable to seek resolution through good-faith negotiation within 30 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing or otherwise provided by law. You understand and agree now that the only monetary damages that can be awarded to you through arbitration is the full refund of your Payment made to date. No other 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. You also agree that should arbitration take place, it will be held in Leon County in the State of Florida where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator. For a breach of contract claim, if the contract is deemed to be valid by the arbitrator or a court of law, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in defending against such action.

By purchasing our Programs or Products you are agreeing to a modification of the statute of limitations such that any arbitration must be begun within one (1) year after notification to me of the dispute or you waive the right to seek dispute resolution by arbitration or to take any other legal action.

Should you have any questions or concerns about the Program or me, you agree now to contact me directly in a mature and professional way rather than to publicly make any negative or critical comments about the Program, my business or me through social media or otherwise. We both agree now not to communicate with any other individual, company or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's reputation, including about the Program, me, my business, my employees, contractors or agents, other participants. In arbitration or when required by law, of course, we are not prohibited from publicly sharing our thoughts and opinions.

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.

# **Privacy and Confidentiality.**

**Privacy.** Please review our full <u>Privacy Policy</u> for how we handle all of your personal data and information as well as your rights around such information.

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

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#### **Facebook Groups**

Our Programs or Products may come with access to a private Facebook Group. These Terms of Use apply to the Facebook Group. Further, you understand that Facebook is a public platform, and therefore, we cannot guarantee your privacy for what you voluntarily share in the group, as other people will also see what you post.

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