

# Terms & Conditions

Please read these Terms and Conditions carefully before using Our Website. By accessing Our Website, you are indicating your acknowledgment and acceptance of these Terms and Conditions. These Terms and Conditions are subject to change by Us at any time at Our sole discretion. Your use of this Website constitutes your acknowledgment and acceptance of these Terms and Conditions and any and all amendments thereof.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined in the "Definitions" section below. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

**Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of managers, directors or other managing authority.

**Account** means a unique account created for You to access Our Website or parts of Our Website and/or participate in online sessions in connection with Our Website.

**Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to INTERNATIONAL INTEGRATORS LLC, a Massachusetts (USA) limited liability company doing business as Living Whole Online, with an address at 867 Boylston Street, 3<sup>rd</sup> Floor, Boston, Massachusetts 02116, United States of America.

**Content** refers to content such as text, images, video or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.

**Device** means any device that can access the Website such as a computer, a mobile phone or a digital tablet.

**Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of Our Website.

**Goods** refer to the items offered for sale on the Website.

**Orders** mean a request by You to purchase Goods from Us.

**Promotions** refer to contests, sweepstakes or other promotions offered through the Website.

**Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Website.

**Third-Party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Website.

**Website** refers to LIVING WHOLE ONLINE, accessible from <https://www.livingwholeonline.com/>.

**You** (also, referred to as "Your") means the individual accessing or using the Website, or the company, or other legal entity.

## Acknowledgement

These are the Terms and Conditions governing the use of this Website and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Website. Your access to and use of the Website is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Website. By accessing or using the Website You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Website. You affirm that You are either at least 18 years of age, or an emancipated minor, or You possess parental or guardian consent, and are fully able and competent:

- to assume and to fulfil the obligations set forth in these Terms and Conditions,
- to make representations and warranties set forth in these Terms and Conditions, and
- to abide by and comply with these Terms and Conditions.

Your access to and use of the Website is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use Our application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Website.

## Access To This Website

You agree to use this Website only for the lawful purposes described in more detail in the “Restrictions on Use” section below. You agree not to take any action that might compromise the security of the Website, render the Website inaccessible to others or otherwise cause damage to the Website or its Content. You agree not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for you. You agree not to use the Website in any manner that might interfere with the rights of third parties. To access this Website or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of Your use of this Website that all the information you provide on this Website is true, correct, and complete. If Our Company believes the information You provide is not true, correct, or complete, We have the right to refuse Your access to this Website or any of its resources, and to terminate or suspend Your access at any time, without notice.

## **Restrictions On Use**

This Website is provided solely for non-commercial, personal use, and/or so that you may learn about Our Company and the services we provide. You may not use this Website for any other purpose, including, without limitation, any commercial purpose, without Our Company’s express prior written consent. For example, You may not (and may not authorize any other party to) (i) co-brand this Website, or (ii) frame this Website, or (iii) hyperlink to this Website, without the express prior written permission of an authorized representative of Our Company. For purposes of these Terms and Conditions, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to publish, distribute or display this Website or Content accessible within this Website. You agree to cooperate with Our Company in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

## **Placing Orders for Goods**

By placing an Order for Goods through the Website, You warrant that You are legally capable of entering into binding contracts.

## **Your Information**

If You wish to place an Order for Goods available on the Website, You may be asked to supply certain information relevant to Your Order including, without limitation, Your name, Your email, Your phone number, Your credit card number, the expiration date of Your credit card, Your billing address, and Your shipping information. You represent and warrant that: (i) You have the legal right to use any credit or debit card(s) or other payment method(s) in connection with any Order; and that (ii) the information You supply to us is true, correct and complete. By submitting such information, You grant us the right to provide the information to payment processing third parties for purposes of facilitating the completion of Your Order.

## Order Cancellation

We reserve the right to refuse or cancel Your Order at any time for certain reasons including but not limited to:

Goods availability

Errors in the description or prices for Goods

Errors in Your Order

We reserve the right to refuse or cancel Your Order if fraud or an unauthorized or illegal transaction is suspected

## Your Order Cancellation Rights

Any purchase ON Our Website can only be cancelled in accordance with these Terms and Conditions and Our Refund Policy. Our Refund Policy is and shall be considered as part of these Terms and Conditions. Please read our Refund Policy to learn more about your right to cancel Your Order.

## Availability, Errors and Inaccuracies

We are constantly updating Our offerings of Goods on the Website. The Goods available on Our Website may be mispriced, described inaccurately, or unavailable, and We may experience delays in updating information regarding our Goods on the Website and in Our advertising on other websites. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product specifications and availability. We reserve the right to change or update.

## Prices Policy

The Company reserves the right to revise its prices at any time prior to accepting an Order.

The prices quoted may be revised by the Company subsequent to accepting an Order in the event of any occurrence affecting delivery caused by government action, variation in customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event, You will have the right to cancel Your Order.

## Payments

Payment can be made through various payment methods, such as bank transfers with Visa, MasterCard, American Express cards or online payment methods, such as PayPal, Apple Store In-App Payments, and Google Play In-App Payments. Payment cards (credit cards or debit cards) are subject to validation checks and authorization by Your card issuer. If we do not receive the required authorization, We will not be liable for any delay in placing Your Order.

## Recurring Payments: Monthly and Annual Subscriptions

If an error occurs when collecting the recurring payment from the payment method associated with monthly, quarterly or annual subscriptions, then Company will attempt to collect the payment within seven (7) days of the charge date, and if Company is still not able to collect the recurring payment within seven (7) days after the charge date, access to the subscription will be removed and Company will waive the right to charge on that missed recurring payment.

Company will cancel that subscription and will not attempt to collect any future charges on that subscription. If the recurring payment is collected within the said seven (7) days period, then the subscription will be kept active and Company will continue to collect recurring payments for that subscription accordingly.

If an error occurs when collecting the first payment after the free trial has ended for monthly or annual subscriptions that started with a free trial, then access to the subscription will be removed immediately, and Company will attempt to collect the first payment within seven (7) days of the charge date. If Company is still not able to collect the first payment within seven (7) days of the charge date, then Company will waive the right to charge that missed first payment, will cancel that subscription, and will not attempt to collect any future payments on that subscription. If the first payment is collected within seven (7) days of the charge date, then access to the subscription will be re-granted, the subscription will be kept active, and Company will start collecting recurring payments on that subscription accordingly.

## Installment Plans

For instalment plans (i.e. a purchase made with a fixed number of installments), in case there is an error collecting any of the installment payments, access to the purchased product(s) will be removed immediately, and Company will attempt to collect the payment for an unlimited period in the future until it collects the installment payment due. In case future installment payments accrue, Company reserves the right to charge all accrued installment payments at any time. In case all accrued installment payments are successfully collected, access to the product(s) purchased will be re-granted.

## Promotions

Any Promotions made available through the Website may be governed by rules that are separate from these Terms. If You participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

## **User Accounts**

When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Website. You are responsible for safeguarding the password that You use to access the Website and for any activities or actions under Your password, whether Your password is with Our Website or a Third-Party Social Media Service. You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account. Company will be entitled to monitor Your password and, at its discretion, require You to change it. If You use a password that Company considers insecure, Company will be entitled to require the password to be changed and/or terminate Your Account. You are prohibited from compromising the security of this Website or tampering with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools, etc.) is strictly prohibited. If you become involved in any violation of system security, Company reserves the right to release your details to system administrators of other Websites in order to assist them in resolving security incidents. Company reserves the right to investigate suspected violations of these Terms and Conditions. Company reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any content that are believed to violate these Terms and Conditions. By accepting these Terms and Conditions, you agree to waive, release, and hold harmless the Company from any claims resulting from any action taken by Company during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either the Company or law enforcement authorities. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

## **Copyright Policy**

### **Intellectual Property Infringement**

We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Website infringes a copyright or other intellectual property infringement of any person. The Digital Millennium Copyright Act of 1998 provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the

Website, You must submit Your notice in writing to the attention of our copyright agent via our [Copyright Infringement Form](#) at <https://www.livingwholeonline.com/piracy> [NEEDS TO BE CREATED. FOR AN EXAMPLE SEE: <https://airtable.com/appnqinQz2oaCJU2N/shrHZD3n0ucp5C31f>] and include in Your notice a detailed description of the alleged infringement. Digital Millennium Copyright Act (DMCA) requires the email address of the Copyright Agent in order to receive infringements notices. The name and email address of Our Copyright Agent is: Kathryn Hayward, [info@livingwholeonline.com](mailto:info@livingwholeonline.com). You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing Your copyright.

## DMCA Notice and DMCA Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c) (3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest.
- A description of the copyrighted work that You claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work.
- Identification of the URL or other specific location on the Website where the material that You claim is infringing is located.
- Your address, telephone number, and email address.
- A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Any notification by a copyright owner or a person authorized to act on copyright owner's behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon Company actual knowledge of facts or circumstances from which infringing material or acts are evident. You can contact our copyright agent via our [Copyright Infringement Form](#) at <https://www.livingwholeonline.com/piracy>. Upon receipt of a notification, the Company will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Website. If you believe in good faith that a notice of

copyright infringement has been wrongly filed against you, the DMCA permits you to send to Company a counternotice. All notices and counternotices must meet the then current statutory requirements imposed by the DMCA.

See <https://www.copyright.gov/title17/92appb.html> for details.

## Intellectual Property

The Website and its original content, features and functionality are and will remain the exclusive property of the Company and its licensors. The Website is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or Website without the prior written consent of the Company.

## Trademarks

The material and Content accessible from this Website and any other World Wide Web page owned, operated, licensed, or controlled by Company is the proprietary information of Company or the party that provided the Content to Company, and Company or the party that provided the Content to Company retains all the rights, title, and interest in Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Company, or unless authorized in writing elsewhere on Our Website, except that you may print out a copy of Content solely for your personal use. You are prohibited from using any of the marks or logos appearing throughout the Website without the express written permission of Company.

## Copyrights

This Website and its Content are protected by U.S. and/or foreign copyright laws, and belong to the Company or its partners, affiliates, contributors, or third parties. The copyrights for the Content are owned by the Company or other copyright owners who have authorized their use on this Website. You may download and reprint Content for non-commercial, non-public, personal use only. If you are browsing this Website as an employee or member of any business or organization, you may download and re-print Content only for educational or other noncommercial purposes within your business or organization, except as otherwise permitted by Company, for example, in certain password-restricted areas of Website. You may not manipulate or alter in any way images or other Content on the Website.

## Hyperlinks

This Website may be hyper-linked to other Third-Party Media Services which are not maintained by or related to Company. The inclusion of any hyperlink to a Third-Party Media Service does not imply endorsement, sponsorship, or recommendation by



Company of that Third-Party Media Service. Hyperlinks to such Third-Party Media Services are not sponsored by or affiliated with this Website or Company. Company has not reviewed any such Third-Party Media Services and is not responsible for their content. Hyperlinks are to be accessed at Your own risk, and Company makes no representations or warranties about the content, completeness, or accuracy of these hyperlinks or Third-Party Media Services hyperlinked to this Website. If you access a hyperlink to a Third-Party Media Service, please be aware that you will leave Company's Website and will become subject to the terms and conditions of the linked Third-Party Media Services.

Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Media Service. You further acknowledge and agree that Company shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such Third-Party Media Services. We recommend that you make yourself aware of the terms and conditions of any Third-Party Media Services you access from our Company's Website.

## Submissions

You hereby grant to Company the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Company through this Website (collectively, hereinafter referred to as "Submission"), and to incorporate any Submission in other works in any form, media, or technology, now known or later developed. Company will not be required to treat any Submission as confidential and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind and will not incur any liability as a result of any similarities that may appear in future Company operations. By making a Submission, You are guaranteeing to Us that You have the legal right to post the content in the Submission and that it will not violate any law or the rights of any person or entity. Company will treat any personal information that You submit through this Website in accordance with its Privacy Policy as set forth on this Website.

## Downloading Material

You understand that Company cannot and does not guarantee or warrant that the files available for downloading from the Internet and/or the Website will be free of viruses, worms, Trojan horses, or other codes that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy Your requirements for accuracy of data input and output, and for maintaining a means external to this Website for the reconstruction of any lost data. Company does not assume any responsibility or risk for Your use of the Internet and/or the Website.

## Disclaimer

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE WEBSITE AND BY COMPANY AND ANY THIRD-PARTY MEDIA SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WE DO NOT WARRANT THAT THE WEBSITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS WEBSITE, INCLUDING BULLETIN BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE OR MATERIALS ON THIS WEBSITE OR ON THIRD-PARTY MEDIA SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. COMPANY MAKES NO REPRESENTATION OF ANY KIND THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR WEBSITES, OPERATE WITHOUT INTERRUPTION, OR MEET ANY PERFORMANCE OR RELIABILITY WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANY OF THE COMPANY'S PROVIDERS MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE WEBSITE, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE WEBSITE; OR (IV) THAT THE WEBSITE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF OF THE COMPANY ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS OR OTHER HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. BUT IN SUCH A CASE THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION SHALL BE APPLIED TO THE GREATEST EXTENT ENFORCEABLE UNDER APPLICABLE LAW.

WITH REGARDS TO HEALTH & WELLNESS CONTENT ON THE WEBSITE:

THIS WEBSITE OFFERS HEALTH, WELLNESS, FITNESS AND NUTRITIONAL INFORMATION AND IS DESIGNED FOR EDUCATIONAL PURPOSES ONLY. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTH-CARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THIS WEBSITE. THE USE OF ANY INFORMATION PROVIDED ON THIS WEBSITE IS SOLELY AT YOUR OWN RISK. NOTHING STATED OR POSTED ON THIS WEBSITE OR AVAILABLE THROUGH ANY THIRD-PARTY MEDIA SERVICES ARE INTENDED TO BE, AND MUST NOT BE TAKEN TO BE, THE PRACTICE OF MEDICAL OR COUNSELING CARE. FOR PURPOSES OF THESE TERMS AND CONDITIONS, THE "PRACTICE OF MEDICINE AND COUNSELING" INCLUDES, WITHOUT LIMITATION, PSYCHIATRY, PSYCHOLOGY, PSYCHOTHERAPY, OR PROVIDING HEALTH CARE TREATMENT, INSTRUCTIONS, DIAGNOSIS, PROGNOSIS OR ADVICE.

WITH REGARDS TO FINANCIAL CONTENT ON THE WEBSITE:

NEITHER COMPANY NOR ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS AND AGENTS ARE FINANCIAL ADVISERS, AND NOTHING CONTAINED ON THE WEBSITE IS INTENDED TO BE CONSTRUED AS FINANCIAL ADVICE. COMPANY IS NOT AN INVESTMENT ADVISORY SERVICE, IS NOT AN INVESTMENT ADVISER, AND DOES NOT PROVIDE PERSONALIZED FINANCIAL ADVICE OR ACT AS A FINANCIAL ADVISOR. THE WEBSITE EXISTS FOR EDUCATIONAL PURPOSES ONLY, AND THE MATERIALS AND INFORMATION CONTAINED HEREIN ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. THE EDUCATION AND INFORMATION PRESENTED HEREIN IS INTENDED FOR A GENERAL AUDIENCE AND DOES NOT PURPORT TO BE, NOR SHOULD IT BE CONSTRUED AS, SPECIFIC ADVICE TAILORED TO ANY INDIVIDUAL. YOU ARE ENCOURAGED TO DISCUSS ANY OPPORTUNITIES WITH YOUR ATTORNEY, ACCOUNTANT, FINANCIAL PROFESSIONAL, OR OTHER ADVISOR.

## **Termination**

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions. Upon termination, Your right to use the Website will cease immediately. If You wish to terminate Your Account, You may cancel it on the Website as of the end of any billing period by doing so at least 24 hours prior to the end of that billing period. In the event that You have any questions or need assistance in canceling Your account, please email Us at [support@livingwholeonline.com](mailto:support@livingwholeonline.com).

## **Limitation of Liability**

Pursuant to these Terms and Conditions, the collective liability of Company, its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, members, managers and directors for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including, without limitation, loss of revenue or income, pain and suffering, emotional distress, or similar damages (regardless of the form of action, whether in contract, tort, or otherwise), even if Company has been advised of the possibility of such damages, shall not exceed the greater of hundred (\$100) US dollars or the amount you have paid to Company for the applicable Content, product or service. Your exclusive remedy for all of the foregoing shall be limited to the greater of hundred (\$100) US dollars or the amount you have paid to Company for the applicable Content, product or service.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

## **Indemnity**

You will indemnify and hold Company, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter referred to as the "Indemnified Parties") harmless from any breach of these Terms and Conditions by You, including for any use of Content other than as expressly authorized in these Terms and Conditions. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and You agree to indemnify the Indemnified Parties for any and all loss, damages, judgments, awards, costs, expenses, and attorney's fees arising out of or related to such breach or unauthorized use. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of or related to Your use of the information accessed from this Website.

## **Information You Provide**

You may not post, send, submit, publish, or transmit in connection with this Website any content that:

- You do not have the right to post, including proprietary material of any third party;
- Advocates illegal activity, incites violence, or discusses an intent to commit an illegal act;
- Is vulgar, obscene, pornographic, or indecent;
- Does not pertain directly to this Website;
- Threatens or abuses others, libels, defames, invades privacy, and stalks;
- Is racist, abusive, harassing, threatening or offensive;
- Seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; Infringes any intellectual

property or other right of any entity or person, including, without limitation, violating anyone's copyrights or trademarks or their rights of publicity;

- Violates any law or may be considered to violate any law;
- Impersonates or misrepresents Your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- Advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services), except as may be specifically authorized on this Website;
- Solicits funds, advertisers or sponsors;
- Includes programs which contain viruses, worms and/or Trojan horses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- Disrupts the normal flow of dialogue, causes the screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other users to engage in real time activities via this Website;
- Includes MP3 format files;
- Amounts to a "pyramid" or similar scheme;
- Disobeys any policy or regulations established from time to time regarding the use of this Website or any networks connected to this Website; or
- Contains hyper-links to other Websites containing content that falls within the descriptions set forth in this section (collectively, "Unauthorized Content").

The above list of Unauthorized Content is not exhaustive and may be updated from time to time by Company without any prior notice. It is Your responsibility to check the list of Unauthorized Content before posting, sending, submitting, publishing, or transmitting any content in connection with this Website. Although under no obligation to do so, Company reserves the right to monitor the use of this Website to determine compliance with these Terms and Conditions, as well as the right to remove or refuse posting any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your Submissions. You acknowledge and agree that neither Company nor any third party that provides Content to Company will assume or have any liability for any action or inaction by Company or such third party with respect to any Submission.

## **Dispute Resolution**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (USA), without regard to its conflict of laws principles. If any provision of these Terms and Conditions shall be unlawful, void or unenforceable for any reason, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

## **Class Action Waiver**

You acknowledge and agree that You may only resolve disputes with us on an individual basis and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless all relevant parties specifically agree to do so following initiation of the arbitration.

## **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

## **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability**

If any clause within the Terms and Conditions (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from the Terms and Conditions, and the remainder of these Terms and Conditions will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, the dispute will be decided by a court of competent jurisdiction.

## **Miscellaneous**

These Terms and Conditions constitute the entire agreement among Company and its users relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions, such as our Privacy Policy and other disclosures, on this Website will govern the items to which they pertain.

## **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms and Conditions at any time. By continuing to access or use Our Website after those

revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Website.

## Contact Us

If you have any questions about these Terms and Conditions, You can contact Us at [info@livingwholeonline.com](mailto:info@livingwholeonline.com) or by writing to Us on the Website (<https://www.livingwholeonline.com>) using the Contact Us form.