

## **OVERVIEW**

The terms “we,” “us,” “our” and “COMPANY” refer to Self Compassion LLC and all products and services powered by us. The term the “Site” refers to [www.selfcompassionllc.com](http://www.selfcompassionllc.com). The terms “user,” “you,” and “your” refer to site visitors, customers, and any other users of the site. Use of Site, including all materials presented herein and all online services provided by COMPANY, are subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms and Conditions, without modification, and acknowledge reading them. By using the Site, you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our Privacy Policy and any additional terms and conditions that may apply to specific sections of the Site or to products and services available through the Site or from COMPANY. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website. By continuing to use the Site after we post any such changes, you accept the Terms of Service, as modified.

## **LAWFUL PURPOSES**

You may use the Site and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

## **ACCOUNT CREATION**

In order to use the Service, you may be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree that any registration information you give COMPANY will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized

purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

### **REFUSAL OF SERVICE**

The Services are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

### **ORDER CONFIRMATION**

We will email you to confirm the placement of your order and with details concerning product delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

### **CANCELLATIONS, REFUNDS & RETURNS**

Your purchase of a product or service powered by COMPANY may or may not provide for a partial or full refund. Each specific product or service will specify its own refund policy.

## **INTELLECTUAL PROPERTY RIGHTS**

### **OUR INTELLECTUAL PROPERTY**

The Site and Service contain intellectual property owned by COMPANY including copyrights, proprietary information, and other intellectual property. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the Site or Service Content or intellectual property, in whole or in part, without our prior written consent. We reserve the right to immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

### **YOUR INTELLECTUAL PROPERTY**

By posting or submitting any material (including, without limitation, comments, blog entries, photos and videos) to us via the Site, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are thirteen years of age or older. In addition, when you submit or post any material, you are granting

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You acknowledge and agree that any contributions originally created by you for us shall be deemed a “work made for hire” when the work performed is within the scope of the definition of a work made for hire in Section 101 of the United States Copyright Law, as amended. As such, the copyrights in those works shall belong to COMPANY from their creation. Thus, COMPANY shall be deemed the author and exclusive owner thereof and shall have the right to exploit any or all of the results and proceeds in any and all media, now known or hereafter devised, throughout the universe, in perpetuity, in all languages, as COMPANY determines. In the event that any of the results and proceeds of your submissions hereunder are not deemed a “work made for hire” under Section 101 of the Copyright Act, as amended, you hereby, without additional compensation, irrevocably assign, convey and transfer to COMPANY all proprietary rights, including without limitation, all copyrights and trademarks throughout the universe, in perpetuity in every medium, whether now known or hereafter devised, to such material and any and all right, title and interest in and to all such proprietary rights in every medium, whether now known or hereafter devised, throughout the universe, in perpetuity. Any posted material which are reproductions of prior works by you shall be co-owned by us.

You acknowledge that COMPANY has the right but not the obligation to use and display any postings or contributions of any kind and that COMPANY may elect to cease the use and display of any such materials (or any portion thereof), at any time for any reason whatsoever.

### **Limitations on Linking and Framing.**

You may establish a hypertext link to the Site so long as the link does not state or imply any sponsorship of your site by us or by the Site. However, you may not, without our prior written permission, frame or inline link any of the content of the Site, or incorporate into another website or other service any of our material, content or intellectual property.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE, OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARY AND PARENT COMPANIES OR AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND THE PRODUCTS, SERVICES AND/OR MATERIALS.

THIS SITE IS CONTINUALLY UNDER DEVELOPMENT AND COMPANY MAKES NO WARRANTY OF ANY KIND, IMPLIED OR EXPRESS, AS TO ITS ACCURACY, COMPLETENESS OR APPROPRIATENESS FOR ANY PURPOSE.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT NO REPRESENTATION HAS BEEN MADE BY COMPANY OR ITS AFFILIATES AND RELIED UPON AS TO THE FUTURE INCOME, EXPENSES, SALES VOLUME OR POTENTIAL PROFITABILITY THAT MAY BE DERIVED FROM THE PARTICIPATION IN THIS PROGRAM.

## **DISCLAIMER**

WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR MATERIALS ON THIS SITE OR ON THIRD-PARTY SITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

You agree at all times to defend, indemnify and hold harmless COMPANY its affiliates, their successors, transferees, assignees and licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each 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 your breach of any obligation, warranty, representation or covenant set forth herein.

### **THIRD PARTY RESOURCES**

The Site and the Service contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms and Conditions, or any use by you of the Site or Service. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **MEDIATION**

The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement by mediation. The parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration, or other dispute resolution procedures.

### **RECOVERY OF LITIGATION EXPENSES**

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.