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- You shall not participate in the following:
 - Copying, sharing, adapting, stealing, duplicating, sharing, trading, reprinting, republishing, selling, distributing, modifying, reproducing, uploading, posting,

transmitting, translating, or creating derivative works related to our Products or Services.

- Use, post, distribute, copy, steal or otherwise use any portion of our Website, including content or products, without express, written permission provided by Soledad Garcia and understand that any such use may constitute infringement, which may give rise to a cause of action against you.
- Representing yourself out to be the creator of our Products or Services in whole or in part.
- Share purchased materials, information, content with others who have not purchased them.
- Engage in any activity using our Products and Services for your personal use, in a business/commercial use or in any way that earns you money.
- Use any portion of our Website, including all Content, information, and purchased materials, in any commercial manner such that you make, may make, or intend to make a profit from it.
- You further acknowledge and understand that any such actions including but not limited to those outlined above will likely constitutes infringement and/or theft of our work, and a violation of these Terms and Conditions and United States Federal laws, and we reserve the right to prosecute this infringement to the full extent of the law.
- Any requests for written permission to use any content posted on our Website shall be made before you wish to use any such content, and may be made by sending an email with your written request to sgarciarei@gmail.com.

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You also grant to use, any anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, modify, transmit, sell, distribute, and/or publicly display such comments, photographs, images, videos, audio recordings or any other submissions in whole or in part, in any manner or medium.

Should you choose to post anything on our Website, social media pages, webinars, or otherwise, you are hereby agreeing and acknowledging you will not post anything that could harm us or another user, or include anything defamatory, harmful, hurtful, or otherwise upsetting. You understand that if you make the decision to post content that constitutes cyber bullying, your comments will be removed immediately, and we reserve our right to take action against you to the full extent of applicable laws.

You may use our Website for lawful purposes only, and agree you will not post, comment, or

otherwise transmit any content which infringes the rights of another, and agree to hold us harmless should you do so. You also agree and understand you are not to post any content which would constitute a criminal offense, use the Website or content for fraudulent or unlawful purposes, create civil liability, is repugnant, constitutes a violation of another's intellectual property rights, is vulgar or obscene in any way, or is otherwise objectionable. You agree that we are the sole decider in whether content you post is objectionable, and have the unilateral right to remove any content you post, without explanation or ramifications. You also understand that we may be obligated to take further legal action, based upon information you post, and reserve our right to do so. Should a third party choose to take legal action against you, as a result of something you posted on our Website, you agree to hold us harmless and fully indemnify us of any legal ramifications or actions.

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You acknowledge and agree that visiting our Website, use of the information contained herein, and the purchase of products is done on a voluntary basis by you. Company is not responsible or liable for any harm of damage to you or yourself or your business resulting from direct or indirect use of materials or content contained on our Website. You agree to hold Company harmless from any damages directly or indirectly resulting from your use of Content or products/services on our Website or distributed through email and agree you will not make any claims against us or the Company herein.

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Company cannot guarantee access to our Website. You acknowledge that access might be suspected or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction. You acknowledge that, to the fullest extent permitted by law, Company is not liable for damages or refunds, or for any other recourse, should our Website be unavailable, access might be slow or incomplete due to any reason, such as system back-up procedures, internet traffic volume, upgrades, overload of requests to the servers, general network failures or delays in accessibility to our Website.

You understand your obligation to provide only authentic, accurate information to us, including your name, email address, and payment information, should you choose to purchase a product. You understand and agree that should any information provided prove inaccurate, and any issues or damages arise from your giving us false or inaccurate information, you may be liable for any subsequent damages that occur as a result.

CONFIDENTIAL INFORMATION

To use our Website, to gain access to our email list or blog, we may seek Confidential Information, or you may offer or provide a comment, photograph, image, video, audio recording, e-mail address, phone number, street address, billing information, username and password, birthday, preferences, interest, assignments or any other personally-identifying information ("Confidential Information") by submission to us. By providing such Confidential Information, you expressly grant to Company permission to use and store such information. In turn, we will use our best efforts to maintain your confidential information in a safe, secure and confidential manner in accordance with these Terms and Conditions and our Privacy Policy. If you believe that any of your Confidential Information is incorrect or incomplete, please contact the Company as soon as possible so that we may correct any and all incorrect information. Please note you are responsible for keeping track of your username and password, and understand that you bear the consequences should you choose to share this confidential information with anyone.

You acknowledge and understand that any information provided to us is done so on a purely voluntary basis. By choosing to provide us with this information, you agree and represent that any information provided to us through the Website or a third-party payment processor will be accurate, current and belong to you. You understand you may not hold yourself out as someone else or use anyone else's information and agree to bear the consequences should you use anyone else's information as your own.

All Confidential Information will be held in confidentiality and will not be disclosed to third parties, except that we may disclose Confidential Information and personally identifiable information as follows:

1. Pursuant to the terms in this Terms and Conditions, Terms of Use, Privacy Policy and our Disclaimer;
2. If we are required to do so by law;
3. In the good-faith belief that such action is necessary to conform to the law;
4. To comply with any legal process served on either us or our partners, sponsors, investors, or affiliates;
5. To protect and defend our rights or property or those of our users or purchasers, and/or;
6. To act as immediately necessary in order to protect the personal safety of our users, purchasers, or the public.

We will not sell, distribute or lease your Confidential Information to third parties unless we have your permission or are required by law to do so.

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You agree and acknowledge that all purchases made through our website are done on a voluntary basis and that you are to remain financially responsible for any and all purchases made by you, or by another person acting on your behalf, regardless of the information provided at checkout. Should information become available at a later date confirming you performed unauthorized use of a credit card or other payment information belonging to someone other than yourself, you understand and agree that you alone remain financially responsible for purchases made through our Website.

You agree and acknowledge that any information provided by you to us or our payment processor is true and accurate. Should your payment fail to process, we reserve the right to withhold the intended purchased product from you unless and until payment is properly rendered.

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We will not be held responsible or liable in any way for the information, products or materials that you request or receive through or on our Website Products or Services. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Website, Products or Services, or in any way or in any location. In the event that you use our Website, Products or Services or any other information provided by us or affiliated with us, we assume no responsibility.

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You understand and agree that Company is not liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

Company takes reasonable precautions and measures to keep all information private and confidential. We accept no responsibility for any third-party hacking or third-party ability to gain access to such confidential information held by us. You are agree and understand that we shall not be held liable for any unauthorized access to or use of your information, property, regardless of negligence, failures, tort, breach of implied or express contract, or any other causes of action

or legal theories of liability, even if such theories could have been foreseeable or preventable, or if we were made aware of such a possibility. Our limitations of liability extend to the fullest possible extent permitted by law, and in no event shall total liability exceed \$500 to any one person or collective plaintiffs.

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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, 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 Website, Products or Services, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Use or in any other agreement with us. Should we be required to defend ourselves in any action directly or indirectly involving you, or an action where we decide your participation or assistance would benefit our defense, you agree to participate and provide any evidence, documents, testimony, or other information deemed useful by us, free of charge. We shall not be liable for any content posted to our Website by a third party and, as a Visitor, you agree to release us of any and all claims arising therefrom. we are not liable to any party, for any damages – whether direct, indirect, consequential, foreseeable, incidental or otherwise – stemming or perceived to stem from use of or reliance upon any information contained or found on our Website, or from products or services purchased therefrom. You also understand and agree that we are not liable for any damages incurring as a result of your reliance or use of information on our Website written by a third party, whether endorsed or not by us, and you agree to release us from any and all claims stemming from, or perceived to stem from, reliance on information contained on our Website.

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Company attempts to monitor any comments and posts made by all users and third-parties in order to protect all our visitors. Should you, as a user of our Website, see anything objectionable or offensive posted by a third party, you agree to (1) notify us of the material, and (2) agree not to take any action against us based upon the content posted by the third-party. You understand we cannot be responsible for material posted by a user without our control and agree to release us of any and all claims arising therefrom.

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You understand and agree that Company is not liable for any type of direct or indirect damages arising out of your use of our Website, any information contained herein, or any products or services purchased therefrom, including but not limited to general, specific, incidental, consequential, punitive, or special damages. You also agree that we are not liable or responsible in any way for any loss incurred by you or your business, including revenues, clients, business, goodwill, income, anticipated income, predicted income, sales numbers, loss of a sale, data, nor any computer failure, computer virus obtained by use of our Website, technical glitch or failure, defect or delay, or any other similar issue. You agree that your decision to use our Website is wholly at your own risk and voluntarily chosen by you, and any ramifications resulting therefrom are yours alone.

You also acknowledge and agree that we make no warranties, express or implied, and hereby renounce any such warranties, guarantees, or representations with respect to any portion of our Website, the content herein, content distributed through email lists, social media, via webinars, or that which is made available through purchase via our membership site. By use of the Website, you agree and understand that use of content and information found herein is to be used at your own risk, with no guarantees, representations, or warranties regarding fitness for particular

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In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Website, Products or Services, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

DISPUTE RESOLUTION

It is the intent of Company that should any differences arise, we could work them out amicably through written correspondence. However, should we be unable to seek resolution within a reasonable time, you agree now that 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 sgarciarei@gmail.com and include all of your reasons for dissatisfaction with your Product. 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 visiting our Website, purchasing our Products and Services you are agreeing to a modification of the statute of limitations such that any arbitration must begin within (1) year of the date of your correspondence referenced above or you waive the right to seek dispute resolution by arbitration or take any other legal action.

You also agree that should arbitration take place, it will be held in Stockton, California 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 Products or Services. Where 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 and Conditions 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.

GOVERNING LAW

These Terms and Conditions shall be governed by the laws of the State of California regardless of the conflict of laws principles thereof.

TERMINATION

Company has the right to refuse or immediately terminate your access to our Website at any time, for any reason, with or without notice. Should this occur, no explanation is owed to you, nor is this decision subject to any appeals or legal action. If you made any purchases and we determine you are entitled to receive or allowed continued use of the purchased information, we will make this

information available to you in a way we see fit, which you agree will be satisfactory to you.

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Additionally, please review the terms of our [Privacy Policy](#) for how your information is stored and shared.