



MARÍA LUPITA GURULÉ - TERMS OF SERVICE

SECTION 1 - THE PARTIES & TERMS

1. “Maria Lupita Gurulé”, “me”, “my” or “I”, is the provider of services.
2. “Customer”, “Client”, “you”, “your” or “you’re” is the purchaser and/or recipient of services.
3. <https://www.MariaLupitaGurule.com> herein referred to as “my website” is hosted by GoDaddy; and together with Square Inc. is my only booking system.
4. “Bookings”, “appointment” or “sessions” are all inter-changeable names used for the same service: any amount of time spent in a private consultation with me in person, by phone, or video conference.

SECTION 2 - SERVICES AND AGREEMENT WITH THE TERMS OF SERVICE

1. These Terms of Service are created to safeguard both parties - you and me by creating understanding.
2. VISITING, ENGAGING WITH, OR LOGGING ONTO MY WEBSITE CONSTITUTES AGREEMENT OF THE TERMS OF SERVICE
3. BOOKING APPOINTMENTS, PAYMENT OF APPOINTMENTS; AND CREATING AND MANAGING USER ACCOUNTS ON MY WEBSITE CONSTITUTES AGREEMENT OF THE TERMS OF SERVICE.

SECTION 3 - PROVISION OF SERVICES

1. I reserve the right to refuse and/or discontinue services to any person for any reason as deemed necessary.

2. I will provide service for the amount of time you booked and paid for in advance via the Booking Page on my website. I provide quality connection through conference numbers, voice messaging service, as well as video conference systems.
3. Interviews, podcasts, videos, articles, posts, and images are all made available on my website, YouTube channel, Facebook page and other social media platforms; therefore there is full disclosure and general knowledge of what to expect during sessions.
4. You have free access at any time to manage your bookings and appointments through my website by creating a user account; thereby allowing you to view, manage, and reschedule appointments at your convenience.
5. These Terms of Service prevail over any cancellation policy offered by your credit card.

SECTION 4 - RETURN POLICY

1. ALL PURCHASES AND/OR SALES ARE FINAL.
2. REFUNDS ARE NOT GIVEN. Instead, sessions can be rescheduled, postponed, or transferred to another person.
3. 50% of payment constitutes a Non-Refundable Deposit; whereas, only 50% of payment may be eligible for cancellation-refund in accordance with this policy.
4. Full payment is due at the time appointments/sessions are booked and scheduled, or when gift certificates are purchased.
5. Once your session is complete, you further agree not to cancel, stop-payment, interrupt, delay or interfere with payment.
6. I use Square Inc. as my primary, third-party electronic payment processing service and hereby incorporate best practices.
7. You may also opt to make payment through PayPal, which is my secondary electronic payment processing service.

SECTION 5 - RESCHEDULING, TRANSFER, CANCELLATION, LATE-SHOW AND NO-SHOW POLICY & FEES

1. PAYMENT CONSTITUTES AGREEMENT OF THE TERMS OF SERVICE.
2. By creating a **FREE USER ACCOUNT** on my website [not to be confused with subscription user accounts], you have access to manage your appointments at anytime at no cost.



3. Once appointments and or sessions have been purchased and scheduled, you will be sent a courtesy reminder by email and/or text message the day before your scheduled appointment, giving you an opportunity to make changes if necessary.
4. Emergencies may arise where either you, me or both of us may need to reschedule your appointment. To manage your bookings, including rescheduling, log into my website. If I need to reschedule, I will contact you directly and timely.
5. If you are **UNABLE TO ATTEND** your appointment and/or session:
 1. If you need to change your appointment for any reason, login to my website to change your appointment up to 24 hours *before* your scheduled appointment time. **If your appointment and/or session is rescheduled/changed within 24 hours, there is no fee.** You may reschedule as many times as you need.
 2. If you are unable to attend your scheduled appointment and/or session and did not login into my website to manage your booking by rescheduling, it will be considered a **LATE CHANGE**. You must contact me before your scheduled appointment time to make arrangements by calling (805) 632-4004 or emailing contact@marialupitagurule.com **LATE CHANGE FEE:** 25% of the full appointment fee.
 3. If you do not change, reschedule, transfer or cancel your appointment and/or session within 24 hours; and, you fail to show up for your scheduled appointment and/or session without contacting me, it will be considered a **NO-SHOW**. You must contact me within 24 hours of your scheduled appointment time to make arrangements by calling (805) 632-4004 or emailing contact@marialupitagurule.com **NO-SHOW FEE:** 50% of the full appointment fee.
6. If you change your mind entirely and no longer able to have your session, you may:
 1. **TRANSFER** the full value of your appointment and/or session to another person of your choosing. There is no fee to transfer if done so within 24 hours. To transfer your session, email me at contact@marialupitagurule.com
 2. If you are unable to reschedule or transfer your appointment and/or session; and unable to retain the purchase for future scheduling, the only remaining option is to **REQUEST A COMPLETE-CANCELLATION** whereas, only 50% of the payment may be eligible for a complete-cancellation-refund in accordance with this policy and Terms of Service.
7. **IF YOU ARE RUNNING LATE**, you must notify me as soon as possible by calling (805) 632-4004. If you are later than 10 minutes without calling me, it will be



considered a **LATE-SHOW**. There is no fee for a Late Show; however, your time may be cut short and reduced in duration equal to the amount of time you're late. [Example: If you're 15 minutes late, our appointment/session will be reduced and or shortened in length or duration by the 15 minutes.] If you will be later than 20 minutes, it may be best to reschedule.

8. I am flexible and accommodating; please communicate with me. Life happens! I will work with you in good faith and I ask the same of you in balance. These policies are in place out of experience and need.

SECTION 6 - PRIVACY AND CONFIDENTIALITY POLICY

1. By subscribing or creating a user account, you give consent to receive emails about my services, promotions, postings, events, general relevant information, and other updates.
2. Your privacy is sacred. Under no circumstance is your information ever shared or sold.
3. You can change your preferences and options any time you choose by logging into my website.
4. Although the information obtained is non-medical; my systems meet the highest rating for HIPAA compliance.

SECTION 7 - SECURITY & THIRD PARTY SERVICES POLICY

1. My website is hosted by GoDaddy, and is monitored nightly security screenings; whereas every effort is made to optimize website function and security, for both me and you.
2. Third-party payment system, Square Inc. and PayPal are PCI compliant as an end-to-end payment processors where their systems are fully integrated and managed. Your payment information is encrypted and their systems securely transmit your payment information; whereas, Square Inc. is my merchant of record. Square Inc. and PayPal may have outlined assurances and requirements; and may implement additional, generally accepted industry standards.

SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

1. If you send a customer testimonial or creative ideas, suggestions, proposals, plans, or other materials to me, you agree that I may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any such submissions that you forward to me.



2. I am, and shall be under no obligation to: (a) to maintain any comments in confidence unless otherwise specifically stated and/or requested; (b) to pay compensation for any comments; or (c) to respond to any comments.
3. I reserve the right to monitor, edit or remove content that I determine in my sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms.

SECTION 9 - DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

1. I do not practice medicine. I am not a licensed as physician, nor am I a therapist, counselor, psychiatrist, psychologist, psychotherapist, social worker, or physical therapist and I make no claim whatsoever to having such licensure or credentials. No service or product provided is intended to diagnose or treat any disease, illness, psychological or mental health condition.
2. My services are not a substitute for medical, mental or emotional health treatment.
3. To the best of my ability, I will provide you with highest quality service in the limited time we have.
4. I HAVE NO CONTROL OVER WHO (which loved one, guide or angel) WILL COME THROUGH OR WHAT INFORMATION (messages, guidance, or wisdom) WILL BE PROVIDED DURING A SESSION, AND I MAKE NO GUARANTEES.
5. Making change and feeling better is a process and takes time, effort, commitment, discipline, courage, inner strength and adaptability etc. I make no promises and do not guarantee, represent or warrant that your use of my services will have any specific or set outcome, as every person is dynamic and unique. Individual results may vary. I have no responsibility or liability for the choices you make or don't make and any result, outcome or consequence that results from your choices, actions or inactions.
6. Your use of my website, and/or receiving my services is done at your own risk and through your sole discretion, free-will and choice.
7. All products and services are provided 'as is' and 'as available' for your use (or non-use) at your sole discretion, without any representation, warranties or conditions of any kind, either express or implied.
8. In no case shall I, Maria Lupita Gurule, my employees, affiliates, agents, independent contractors and assigns be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, whether based in contract, tort (including negligence), strict liability or otherwise,



arising from your use of any of the services or any products procured using the service, or for any other claim related in any way to your use of the service or any product. My liability shall be limited to the maximum extent permitted by law.

9. You agree to indemnify, defend and hold harmless Maria Lupita Gurule, my employees, affiliates, agents, independent contractors and assigns from any claim or demand (which shall exclude mediation for up to two hours but includes mediation for more than two hours and all arbitration and court costs) including reasonable attorneys' fees, made by or on behalf of you or a third party due to or arising out of your breach of these Terms or the provision of any services by us.

SECTION 10 - SEVERABILITY

1. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, the unenforceable portion shall be deemed to be severed from these Terms, and such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 11 - TERMINATION

1. Acceptance of and agreement to/with these Terms of Service are effective immediately upon your use of my website. As such, the Terms are likely to be effective prior to the provision of any of my services to you.
2. I may terminate the Terms of Service at my discretion at any time provided that I issue written (which may be electronic) notice of such termination to you. Upon termination of these Terms of Service the obligations and liabilities of the parties incurred prior to the termination date shall survive.

SECTION 12 - ENTIRE AGREEMENT

1. No failure on my part to exercise or enforce any right or provision of these Terms of Service shall constitute a waiver of such right or provision.
2. These Terms and any updates or additions issued shall constitute the entire agreement and understanding between you and me and governs your use of my Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and me.
3. Any ambiguities in the interpretation of these Terms shall not be construed against the me.

SECTION 12 - GOVERNING LAW AND DISPUTE RESOLUTION

1. The Parties agree that the Agreement and all services provided or contracted for shall be governed by the laws of the State of New Mexico. Any dispute arising



under the Agreement or related to my services shall be resolved in accordance with the laws of the State of New Mexico without giving effect to the principles of conflicts of laws of any jurisdiction. You hereby consent to the jurisdiction of the courts of the State of New Mexico and submit to the personal jurisdiction and venue of the First Judicial District Court for the State of New Mexico.

2. In the case of any dispute between us, you agree to collaborate to settle matters directly with me in a cooperative fashion prior to initiating any further, more contentious modes to settling the dispute. Should such efforts fail, you agree to enter into mediation to settle the matter; the Parties shall agree upon a mediator and neither Party shall unreasonably withhold agreement thereof. I agree to equally cover mediation expenses, if mediation becomes necessary, for up to, but for no longer than, two hours. You shall be responsible for any and all mediation costs which extend beyond two hours. Only if mediation fails shall either Party resort to arbitration (at my discretion and agreement only) or court action.

SECTION 13 - CHANGES TO TERMS OF SERVICE

1. You may review the most current version of these Terms of Service at any time which are posted on my website in PDF format for easy downloading and printing. The Terms shall be attached to every invoice created and sent through Square Inc.
2. I reserve the right, at my sole discretion, to update, change or replace any part of these Terms available for viewing here and by posting updates and changes to my website. It is your responsibility to check my website periodically for changes. Your continued use of or access to my website or the Service following the posting of any changes to these Terms constitutes acceptance of changes.

SECTION 14 - CONTACT INFORMATION

1. Questions about the Terms of Service should be sent to me by calling and leaving a voice message at (805) 632-4004, sending an email to me directly at contact@marialupitagurule.com or to me through regular USPS mail at Maria Lupita Gurule, PO Box 393, Vaughn, NM 88353.

