

## **TERMS & CONDITIONS**

Effective Date: January 17, 2023

[Privacy Policy](#)

Also view our [Privacy Policy](#).

Emails sent to Auntie Speaks mailing addresses shall become the property of Aunties Speaks and maybe used at its discretion.

### Terms of Use

The content and all trademarks, service marks, logos, non-stock pictures, slogans, written material and other content and marks used at this store, website, blog, newsletter are the property of Auntie Speaks. Likewise, Auntie Speaks respects the intellectual property of others, and we ask our shoppers to do the same. Failure to comply with US and other country's copyright, trademark and other laws, subject you to criminal and or civil penalties. Hyper-linking or uploading pictures or other content at Auntie Speaks is prohibited. For further terms of use information, please see the section titled: Terms of Use.

The following User Agreement ("Agreement") governs the use of the Auntie Speaks online service ("Service"), including participation in its online bulletin boards and chats (if any), and access to the various content on the Service, as provided Auntie Speaks ("Owner"). Please read this Agreement carefully. By your use of and/or registration on any aspect of the Service, you are indicating your agreement to comply with the terms of this Agreement. If you do not agree with these terms, you are not authorized to use the Service. These terms may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access of the Service by you will constitute your acceptance of any changes or revisions to the Agreement. Additional terms of use may appear in other places in the Service and shall be incorporated herein and made a part of this Agreement (to the extent of any conflict, the terms of this Agreement shall control).

Your failure to follow these terms, whether listed below or posted at various points in the Service, may result in suspension or termination of your access to the Service, without notice, in addition to Owner's other remedies as may be allowed by law.

### Ownership

The Content and all trademarks, service marks, logos, slogans, and other marks used in the Service are the property of their respective owners, and you are not granted rights in them other than as specifically set forth herein. "Auntie Speaks" is a trademark of the Owner. Your failure to with these terms could be a violation of US and other countries" copyright, trademark and other laws, and subject you to criminal and/or civil penalties.

### Disclaimer

Any and all content and material presented for view or sale on this website is intended for educational and informational purposes only. The content should not be used for diagnosis or treatment of any condition or disease. Any case histories presented are provided for illustrative purposes only. No express or implied guarantee of results is made. If you are currently being treated by a physician or other healthcare practitioner for any condition or disease, please consult with that provider prior to changing or modifying any treatment program.

### Cancellations and Refunds for Products, Retreats, and More

Cancellation and refund policies may vary by product type and will be displayed on the website. If you have questions, please [Contact Us](#).

### License to Use Service

You are granted a nonexclusive, non-transferable license to use the Service to view, read, listen to, access, copy and privately perform and display the information, text, photos, illustrations, recordings, and other content ("Content") that is posted on or uploaded to the portions of the Service to which you are granted access; and to access the various services provided in the Service and to use them in accordance with these terms and other terms as may be posted throughout the Service. Notwithstanding the foregoing, you shall have no rights to copy any of the Content for public distribution, transmission, display, performance, archiving, sublicense, rent, lease, or further use or distribution or for the creation of derivative works other than as specifically allowed herein.

#### Limitations of Rights to Use Service

The Service is not intended for users under the age of 18, and Owner does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us, and from using our forums and chat areas; any information submitted by such users will not knowingly be used, posted, or retained by us.

You agree not to use any obscene, indecent, or offensive language or to place on the Service any material that is defamatory, libelous, abusive, harassing, hateful, pornographic, illegal, obscene, or otherwise offensive (in the sole discretion of Owner). Further, you may not place on the Service any material that is encrypted, constitutes junk mail or unauthorized advertising, invades anyone's privacy, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation. You agree to use the Service only for lawful purposes and you acknowledge that your failure to do so may subject you to civil and criminal liability.

You are responsible for ensuring that any material you provide to the Service or post on Service's bulletin board or forum, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights. You agree to provide to Owner, upon request, copies of all releases from third parties for the use of their content on the Service.

You agree not to disrupt, modify or interfere with the Service or its associated software, hardware and/or servers in any way, and you agree not to impede or interfere with others' use of the Service. You further agree not to alter or tamper with any information or materials on or associated with the Service.

Other than connecting to Owner's servers by http requests using a Web browser, you may not attempt to gain access to Owner's servers by any means " including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Service or otherwise.

You acknowledge that Owner has not reviewed and does not endorse the content of all sites linked to or from this Service and is not responsible for the content or actions of any other sites linked to or from this Service. Your use of links from the Service to any other service or site is at your sole risk.

#### Materials Provided to Service

For information regarding use of the material and information you supply or communicate with the Service, please see our Privacy Policy. By ordering products, posting messages, inputting data, or engaging in any other form of communication through the Service, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. You represent, warrant, and agree that such posted information and materials do not violate any of the terms of this Agreement; are not libelous, defamatory or otherwise infringe on the proprietary or privacy rights of others; are original to you or are used with permission of the owner, or are clear for use on the Service; or otherwise violate any laws or regulations. Notwithstanding the foregoing, we will not use your credit card or other personal payment information for any purpose other than to complete your ordering

transactions, and we will not maintain records of such credit card or ordering information after the order has been fulfilled and full payment received.

#### Edits to Content

Owner reserves the right, but undertakes no duty, to review, edit, move or delete any materials, information, postings or Content provided for display or placed on the Service or its bulletin boards, in its sole discretion, without notice. Owner shall have the right to change the Service or your access to the Service without notice or liability.

#### Copyright Infringement

Owner respects the intellectual property of others, and we ask our users to do the same. Owner may, in appropriate circumstances and at its discretion, suspend or terminate the access of and take other action against users, subscribers, registrants and account holders who infringe the copyrights of others (or otherwise appear to violate the law).

#### Indemnification

You agree to indemnify Owner and its affiliates, employees, agents, representatives and third party service providers, and to defend and hold each of them harmless, from any and all claims and liabilities (including attorney fees and legal costs) which may arise from your submissions of Content to the Service, from your unauthorized use of material, email addresses, information, or Content obtained through the Service, from your breach of this Agreement or any of the terms herein, or from any acts related to your use of the Service. Owner reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to this indemnification.

#### Disclaimer of Warranty

YOU ACKNOWLEDGE THAT YOU ARE USING THE SERVICE AT YOUR OWN RISK. THE SERVICE IS PROVIDED "AS IS", AND THE OWNER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING BUT NOT LIMITED TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE OWNER, ITS AFFILIATES, AND ITS THIRD PARTY SERVICE PROVIDERS. OWNER DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR OTHER HARM TO YOUR SOFTWARE, HARDWARE OR EQUIPMENT, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SERVICE. This disclaimer does not apply in all states, and therefore may not apply to you.

#### Limitation of Liability

OWNER, ITS AFFILIATES AND ITS THIRD PARTY SERVICE PROVIDERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ALLEGEDLY SUSTAINED ARISING OUT OF THIS AGREEMENT, THE PROVIDING OF SERVICES HEREUNDER, THE SALE OR PURCHASE OF ANY GOODS OR MERCHANDISE FROM THE SERVICE, YOUR ACCESS TO OR INABILITY TO ACCESS THE SERVICE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SERVICE, YOUR USE OF OR RELIANCE ON THE SERVICE OR ANY OF THE MERCHANDISE, INFORMATION OR MATERIALS AVAILABLE ON THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Owner be obligated to pay more than \$1000 in cumulative damages (including

recovered costs) per action. Some states do not allow a limitation of liability as set forth herein, and some or all of this provision may not apply to you.

#### Release

YOU HEREBY AGREE TO RELEASE OWNER, ITS AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED ("CLAIMS"), ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS SERVICE.

#### Arbitration

Any and all disputes arising out of, under or in connection with this Agreement or your use of the Service, including, without limitation, infringement claims by or against you and/or Owner, shall be settled by arbitration in Los Angeles, California, pursuant to the rules of the American Arbitration Association. Any decision by such an arbitrator shall be binding upon the parties, and the costs of the arbitration shall be borne by the non-prevailing party.

#### Miscellaneous

You may not assign or transfer this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be enforceable in full. Owner makes no representation that materials on the Service are appropriate, available, or legal in any particular location. Those who choose to access the Service do so on their own initiative and are responsible for compliance with all applicable laws. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of California applicable to contracts to be wholly performed therein, and any action based on or alleging a breach of this Agreement must be brought in a state or federal court in California. In addition, both parties agree to submit to the exclusive personal jurisdiction and venue of such courts.

#### Bulletin Board and Advertisements

Owner does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on bulletin boards, forums or otherwise contained in the Service. Nor does Owner or its third-party Owners make any warranties with respect to any of the merchandise featured, advertised, or mentioned in the Service. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements or those who actually sell any merchandise, and do not necessarily represent the views of Owner or its third-party Owners.

#### **General Disclaimer**

Auntie Speaks does not answer questions that are the purview of a licensed psychologist, physician or therapist. We are for educational purposes only and as such do not provide medical diagnosis, treatment, or care. If you are in need of medical care, treatment or mental health services we strongly encourage you to seek help from a physician or other healthcare practitioner. If you are currently under that care or being treated by a physician or healthcare provider for ANY condition or disease, please consult with that provider BEFORE changing or modifying any treatment program. Advice from Auntie Speaks is not an alternative to medical screening, treatment, and care.

#### Contact Information

Auntie Speaks  
PO Box 94844  
Pasadena, CA 91109

Kindly refer any questions about our Terms and Conditions by visiting our website using the Contact Us link. Additionally, questions can be sent to the address listed above in this Terms and Conditions document.