

Terms and Conditions of Use

Agreement between User and WWW.CELESTINEFOUNDATION.ORG

Welcome to WWW.CELESTINEFOUNDATION.ORG. The WWW.CELESTINEFOUNDATION.ORG website (the "Site") is comprised of various web pages with various domains owned and operated by Celestine FOUNDATION, Inc.

All references to WWW.CELESTINEFOUNDATION.ORG in this Agreement includes the following:

WWW.CELESTINEFOUNDATION.COM

WWW.CELESTINEFOUNDATION.ORG is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of WWW.CELESTINEFOUNDATION.ORG constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

WWW.CELESTINEFOUNDATION.ORG is a nonprofit faith-based charitable organization with a mission to impact the lives of those with chronic illnesses with the love and compassion of Jesus Christ.

Privacy

Your use of WWW.CELESTINEFOUNDATION.ORG is subject to CELESTINE FOUNDATION, INC. Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

All affiliate links that connect to WWW.CELESTINEFOUNDATION.ORG or are used in connection to this site and owned by CELESTINE FOUNDATION, INC. is subject to this Privacy Policy.

Electronic Communications

Visiting WWW.CELESTINEFOUNDATION.ORG or sending emails to CELESTINE FOUNDATION, INC. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other

communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Children Under Thirteen

CELESTINE FOUNDATION, INC. does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use WWW.CELESTINEFOUNDATION.ORG only with permission of a parent or guardian.

Cancellation/Refund Policy

Refund Policy: All digital product sales are final and non-refundable. Please see individual products, virtual classes, workshops, and services for refund policy which will control. If there is no refund policy, then the terms here will govern. Generally, refunds are not provided, unless stated in the policy for that specific class or service. Memberships paid monthly or up to 6 months are nonrefundable for the month(s) paid and may be canceled by the 15th day in the month preceding the next payment cycle to prevent further billing. To request a refund or return, email your name, order number, date of purchase and the reason for your request to d.celestineFOUNDATION@gmail.com with subject line ‘Cancel Membership Request.’”

Educational programs (virtual and online) Cancellation Policy: Check the terms for each session which govern. If there are no specific terms, then the terms here will control. Generally, CELESTINE FOUNDATION, INC. may cancel or reschedule programs as needed. You may cancel or reschedule attendance (if a program is available) as needed. You forfeit your right to demand a session.

If a pre-attendance donation was solicited to defray costs such as to acquire a textbook or learning materials, secure refreshments, or for a presenter honorarium etc. and received by CELESTINE FOUNDATION, INC., a refund of monies contributed will not be granted. CELESTINE FOUNDATION, INC. reserves the right to determine whether to schedule any further sessions. No allowances are made for emergencies and extreme circumstances.

Links to Third Party Sites/Third Party Services

WWW.CELESTINEFOUNDATION.ORG may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of CELESTINE FOUNDATION, INC. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. CELESTINE FOUNDATION, INC. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CELESTINE FOUNDATION, INC. of the site or any association with its operators.

Certain services made available via WWW.CELESTINEFOUNDATION.ORG are delivered by third party sites and organizations. By using any product, service or functionality originating from the WWW.CELESTINEFOUNDATION.ORG domain, you hereby acknowledge and consent that CELESTINE FOUNDATION, INC. may share such information and data with any third party with whom CELESTINE FOUNDATION, INC. has a contractual relationship to provide the requested product, service or functionality on behalf of WWW.CELESTINEFOUNDATION.ORG users and customers.

No Counseling Advice and No CPA-Client Relationship

The use of this site does not create a counseling relationship. Any spiritual information provided is for educational purposes only and should not be construed as licensed counseling or spiritual guidance. You are solely responsible for any liability that results from actions you take based on the educational material provided by WWW.CELESTINEFOUNDATION.ORG.

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No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use WWW.CELESTINEFOUNDATION.ORG strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to CELESTINE FOUNDATION, INC. that you will not use the Site for any purpose that is unlawful or prohibited by these Terms.

You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, videos, recordings, as well as the compilation thereof, and any software used on the Site, is the property of CELESTINE FOUNDATION, INC. or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. CELESTINE FOUNDATION, INC. content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CELESTINE FOUNDATION, INC. and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CELESTINE FOUNDATION, INC. or our licensors except as expressly authorized by these Terms.

International Users

The Service is controlled, operated and administered by CELESTINE FOUNDATION, INC. from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CELESTINE FOUNDATION, INC. Content accessed through WWW.CELESTINEFOUNDATION.ORG in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless CELESTINE FOUNDATION, INC., its owners, officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CELESTINE FOUNDATION, INC. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CELESTINE FOUNDATION, INC. in asserting any available defenses.

Class Action Waiver

Any action under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and CELESTINE FOUNDATION, INC. agree otherwise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CELESTINE FOUNDATION, INC. AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

CELESTINE FOUNDATION, INC. AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CELESTINE FOUNDATION, INC. AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CELESTINE FOUNDATION, INC. AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CELESTINE FOUNDATION, INC. OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

CELESTINE FOUNDATION, INC. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in Antelope Valley, Los Angeles County, California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. Any action brought under this Agreement shall be limited to actual damages.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CELESTINE FOUNDATION, INC. as a result of this agreement or use of the Site. CELESTINE FOUNDATION, INC.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CELESTINE FOUNDATION, INC.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by CELESTINE FOUNDATION, INC. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Entire Agreement

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CELESTINE FOUNDATION, INC. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CELESTINE FOUNDATION, INC. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

CELESTINE FOUNDATION, INC. reserves the right, in its sole discretion, to change the Terms under which WWW.OLIVELEAFBEGINNINGS.BLOG is offered. The most current version of the Terms will supersede all previous versions. CELESTINE FOUNDATION, INC. encourages you to periodically review the Terms to stay informed of our updates.

Non-Waiver

If any party to this Agreement fails to enforce any provision hereof, or fails to exercise any right at any time, such failure shall not constitute a waiver of that or any other provision or right.

Entire Agreement

This Agreement contains the entire agreement relative to the Services and supersedes all prior or contemporaneous oral or written understandings and agreements concerning the subject matter of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will be enforced to the fullest extent possible, and the remaining provisions will remain in full force and effect.

Severability

If any provision of this Agreement is deemed invalid, void or otherwise unenforceable, that provision shall be deleted, but all other provisions, as well as the remaining portion (if any) of the invalid, void or unenforceable provision, shall continue in full force and effect.

Contact Us

CELESTINE FOUNDATION, INC. welcomes your questions or comments regarding the Terms:

CELESTINE FOUNDATION, INC.

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Email Address: Contact@celestinefoundation.org

Effective as of December 28, 2022