

# TERMS OF USE

## 1. INTRODUCTION

Welcome to [www.ConsciousActivation.com](http://www.ConsciousActivation.com) (the "Website"). The Website is owned and operated by Conscious Activation International. ("CAI", "us" or "we").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. By using the Website, you signify your agreement to these Terms of Use. If you do not agree to these Terms of Use, you may not use the Website. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions and agreements applicable to those services. If these Terms of Use are inconsistent with the guidelines, terms and agreements applicable to those services, these Terms of Use will control.

## 2. PRIVACY AND YOUR ACCOUNT

Please review our [Privacy Policy](#), which also governs your visit to the Website, to understand our privacy practices.

We may sell products for children, but sell them to adults who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Website only with the involvement of a parent or guardian. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

## 3. CONSIDERATION

You agree that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which you hereby acknowledge, including, without limitation, your access to and use of the Website and data, materials and information available at or through the Website.

## 4. RESTRICTIONS ON USE; LIMITED LICENSE

All content contained on the Website (collectively, "Content"), such as text, graphics, logos, icons, images, audio and video clips, digital downloads, data compilations, and

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## 5. USE AND PROTECTION OF PASSWORD AND ID.

You will have access to the program subscriptions you have purchased through a username and password of your choice. Each user who uses such username and password shall be deemed to be authorized to access and use those purchased program subscriptions.

You are solely responsible for protecting the security and confidentiality of the password and ID assigned to you. It is not permissible to share your username and password with any other person or entity. You shall immediately notify CAI of any unauthorized use of the assigned password or ID, or any other breach or threatened breach of the Website's security of which you are aware. You will be responsible for any activity conducted under your assigned password or ID.

## 6. SYSTEM REQUIREMENTS.

Use of certain areas of the Website requires Internet access, audio manager software or other software allowing the downloading and storing of text documents, audio and audio-visual files in MP3 or other digital format (the "Software"), and, for certain downloadable content, a compatible player device (the "Device"). CAI may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements for the Website and the format of any downloadable content, in whole or in part, without notice or liability to you.

Internet access, use of the Software, or use of a Device may result in fees in addition to any fees incurred on the Website. Software and Devices may require you to obtain updates or upgrades from time to time. Your ability to use the Website may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain, update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees without recourse to CAI.

## 7. SUBMISSIONS

You may at some time be able to post reviews, comments, photographs, and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, so long as none of these materials are illegal, obscene, threatening, defamatory, invasive of privacy, infringing on intellectual property rights, or otherwise injurious to third parties or objectionable and do not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate anyone, or

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## 11. LIMITATION OF LIABILITY

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THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS HEREIN AND ELSEWHERE IN THESE TERMS OF USE APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

APPLICABLE LAW MAY NOT ALLOW CERTAIN OF THE EXCLUSIONS, LIMITATIONS, OR DISCLAIMERS OF LIABILITY SET FORTH IN THESE TERMS OF USE, SO SUCH EXCLUSIONS, LIMITATIONS OR DISCLAIMERS MAY NOT APPLY TO YOU.

## 12. REFUNDS.

Unless otherwise specified, all sales are final and any purchases from the Conscious Activation website are not refundable after purchase.

## 13. COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others. If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please follow our *Notice and Procedure for Making Claims of Copyright Infringement*.

## 14. AMENDMENT

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any change to these Terms of Use will constitute your assent to and acceptance of the revised Terms of Use.



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**Conscious Activation International**  
**1324 Clarkson Clayton Center**  
**Suite 117**  
**Ellisville MO 63011**

We may terminate these Terms of Use (including your access to and use of the Website) without cause and without notice to you, in our sole discretion. Upon termination, you must cease any access to or use of the Website and destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under these Terms of Use or otherwise. We have adopted and implemented a policy that provides for the termination, in appropriate circumstances, of users who are repeat infringers of copyright.

The provisions of these Terms of Use, which by their nature should survive the termination of these Terms of Use, shall survive such termination.

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These Terms of Use, your rights and obligations, our rights and obligations, and all actions contemplated by these Terms of Use, will be governed by the laws of the United States of America and the State of Missouri, without regard to principles of conflicts of law and as if these Terms of Use were a contract wholly entered into and wholly performed within the State of Missouri. These Terms of Use will not be governed by the United Nations Convention on Contracts for the International Sale of Goods.

Any dispute relating in any way to your visit to the Website or to products you purchase through the Website shall be submitted to confidential binding arbitration in St. Louis County, Missouri, United States of America, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in St. Louis County, Missouri, United States of America, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under these Terms of Use shall be conducted under the rules then prevailing of JAMS/ENDISPUTE Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration.

The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these Terms of Use, whether through class arbitration proceedings or otherwise.

## 17. ELECTRONIC COMMUNICATIONS

When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## 18. MISCELLANEOUS LEGAL PROVISIONS

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to enforce any provision of these Terms of Use or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms of Use as to that breach or any other.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms of Use constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.

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If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with the written information specified below. Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

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- A description of the copyrighted work that you claim has been infringed
- A description of where the material that you claim is infringing is located on the Website
- Your address, telephone number, and e-mail address
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- A statement by you, under penalty of perjury, that the foregoing information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

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### **Conscious Activation International**

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Suite 117  
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