

Terms of Use

1. INTRODUCTION

Welcome to 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 <u>Privacy Policy</u>, 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

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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

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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.

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Conscious Activation

International 1324 Clarkson

Clayton Center Suite 117

Ellisville MO 63011

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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.

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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.

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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.

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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. Updated April 2020

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- A description of where the material that you claim is infringing is located on the Website
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