

## **ALMAPURA INC Terms & Conditions of Use**

This web page represents a legal document and is the Terms of Use (Agreement) for our website, [almapura.com](http://almapura.com). By using our website, you agree to fully comply with and be bound by the following Agreement each time you use our website. Please review the following terms carefully.

### **Our Services**

We provide video and written educational material, spiritual sessions of various styles for various lengths of times to include individual and group events.

### **Definition:**

The terms "us" or "we" or "our" refers to Almapura Inc., staff and institute, the owner of this Website. A "Visitor" is someone that merely browses our website. A "Member" is someone who has registered with our website to use our Services. The term "User" is a collective identifier that refers to either a Visitor or a Member. All text, information, graphics, design, and data offered through our website or Services, whether produced by our Members or by us, are collectively known as our "Content". We distinguish content posted by our Members as "Member Content".

### **Acceptance of Agreement**

This Agreement is between you and Almapura Inc.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and ALMAPURA INC, NICOLE XICOTENCATL, and supersedes all other Agreements, representations, warranties, and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

We may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on our website, and you should review this Agreement prior to using our website. After any revisions to this Agreement are posted, you agree to be bound to any changes to this Agreement. Therefore, it is important for you to visit this page periodically to review the Agreement. Please read this Agreement carefully and save it. If you do not accept this Agreement, do not access and use our website. If you have already accessed our website and do

not accept this Agreement, you should immediately discontinue use of our Website and Services.

### **Limited License**

ALMAPURA INC, NICOLE XICOTENCATL grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services are solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. No printout or electronic version of any part of our website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

### **Legal Compliance**

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

### **Our Relationship to You**

This Agreement in no way creates any agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between you and, ALMAPURA INC, AND NICOLE XICOTENCATL.

### **Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall [website owner], be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, [website owner] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

### **Our Intellectual Property**

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our website or Services does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of ALMAPURA INC, AND NICOLE XICOTENCATL. Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

## **Digital Millennium Copyright Act Compliance**

Our Website will respond quickly to claims of copyright infringement as found in our Content, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that contains the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- 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 our Website;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We are only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify by the method of contact you used to file your notice with us.

## **Eligibility and Registration for Membership**

To use our Services, you have the option to register with our Website to become a Member. Your Membership is not transferable or assignable and is void where prohibited. This is intended solely for Users who are at least age (18) years of age or older.

Any registration by, use of or access to our Website by anyone under such, is unauthorized, unlicensed and in violation of these Terms of Use. By using our Website and/or Service, you represent and warrant that you are (18) or older and that you agree to and to abide by all of the terms and conditions of this Agreement. ALMAPURA.COM, Inc. has sole right and discretion to determine whether to accept a Member, and may reject a Member's registration, with or without explanation. When you complete the registration process, you will receive a password that will allow you to access our Services. You agree to maintain the confidentiality of your password and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password.

You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that Our Website cannot and will not be

liable for any loss or damage arising from your failure to comply with password security as discussed herein.

### **Content Disclaimer**

The opinions expressed on our Website are the opinions of Almapura Inc and Nicole Xicotencatl, and is not intended to malign any religion, ethnic group, club, organization, company, individual or anyone or anything.

The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Content may become out-of-date. We undertake no obligation to update any Content on our Website. Members are responsible for their own content, where applicable, and may update their Content at any time without notice and at their sole discretion. We reserve the right to make alterations or deletions to the Content at any time without notice.

### **Errors, Corrections and Changes**

We do not represent or otherwise warrant that our Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on our Website or Services.

### **Financial, Legal and Other Advice Disclaimer**

You hereby acknowledge that nothing contained in our Website shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and ALMAPURA INC, AND NICOLE XICOTENCATL Or our Members. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in our Website or Services.

**Nature of Content:** The Website Content is educational and informational in nature and is provided only as general information and is not medical or psychological advice, opinion, diagnosis, treatment, or guarantee. The Website is not intended to create and does not constitute any professional relationship between Company (or any of its officers, directors, trustees, employees, consultants, independent contractors, bloggers, experts, agents, volunteers, affiliates, or agents) and you, and does not create any therapist-patient or any other professional relationship with the Company in any way. The Website is not intended to solicit clients or patients; and should not be relied upon as medical, psychological, or other professional advice of any kind or nature whatsoever. The

information provided through the Website should not be used for diagnosing or treating a health or mental problem or disease. The information contained in these communications is not comprehensive and does not include all the potential information regarding the subject matter but is merely intended to serve as one resource for general and educational purposes.

**Testimonials and Endorsements:** Consumers generally may not be expected to achieve the same or similar results as others who have used our services and who have subsequently written or recorded video testimonials and endorsements. We post testimonials for informational purposes only; we do not claim that anyone will experience the same or similar results as mentioned in these writings or videos. Nor do we claim that a significant number of consumers may obtain similar results. Results experienced by any one individual who has written a testimonial or endorsement, is not necessarily what any given consumer should expect to experience. Any information that could be regarded as a testimonial or endorsement on the Website does not constitute a guarantee, warranty, or prediction by us regarding the outcome of any past, ongoing, or future conversation or interaction with you.

### **Student Certificates and Coursework**

The credentials earned and coursework taken by the student from ALMAPURA INC do not constitute a license or other authorization to practice and provide spiritual guidance, life coaching or therapies of any kind and are intended solely for the student's personal self-awareness.

### **Member Conduct**

Without limiting the foregoing, we have sole discretion to remove any Member without notice nor reason. We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment

Members are responsible for complying with all applicable federal and state laws for their content, including copyright and trademark laws. Members shall respect copyright and trademark laws.

You warrant that you will not use our Services to infringe the intellectual property rights of others in any way. In accordance with the DMCA and other applicable law, we have adopted a policy of terminating Members who we deem, in our sole discretion, to be infringers of our Intellectual property rights.

As a Member, you agree not to use our Services to do any of the following:

- Upload, post or otherwise transmit any Content that:
  1. Violates any local, state, federal, or international laws.
  2. Infringes on any patent, trademark, trade secret, copyright or other proprietary rights of any party.
  3. Links directly or indirectly to any materials to which you do not have a right to link.
  4. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers.

### **Payments**

You represent and warrant that if you are purchasing something from us that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to such dishonored payment.

### **REFUND POLICY**

No refund will be given for any services or educational courses for any reason other than what is stated in our Booking Cancellation Policy.