

Luna Soul Wellness LLC Terms of Use

Luna Soul Wellness LLC (collectively, "Luna Soul Wellness," "we," "us," or "our") welcomes you. The following terms and conditions ("Terms of Use"), together with the terms and conditions of Luna Soul Wellness's privacy policy (the "Privacy Policy"), set forth the terms and conditions ("Terms") that apply to your access and use of the Luna Soul Wellness website, located at www.lunasoulwellness.com (together, the "Site"). "Luna Soul Wellness" includes Luna Soul Wellness and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. Luna Soul Wellness services may include but are not limited to human design certification, human design and astrological readings, yoni steaming, reiki healing, home cleansing and blessings, holistic interior design, and essential oils (collectively, the "Products"). Luna Soul Wellness reserves the right, at its sole discretion, to modify, discontinue, or terminate the Site and/or Products at any time and without prior notice.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance with Section 15 below. Because Luna Soul Wellness provides a wide range of products, we may at times ask you to review and accept supplemental terms that apply to your interaction with a specific product. **These Terms state that any disputes between you and Luna Soul Wellness must be resolved in arbitration.**

1. Account Security. To use the Site, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Site and/or Products; and (iii) register for and use the Site in compliance with any and all applicable laws and regulations.

2. Account Registration. To access some features of the Site, you may be required to register for an account. When you register for an account, we may ask you to give us certain identifying information about yourself, including but not limited to your email address and other contact information, and to create a user name and password ("Registration Information"). When registering for and maintaining an account, you agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate anyone, misrepresent any affiliation with anyone else, use false information, or otherwise conceal your identity from Luna Soul Wellness for any purpose. You are solely responsible for maintaining the confidentiality and security of your password and other Registration Information. For your protection and the protection of other users, we ask you not to share your Registration Information with anyone else. If you do share this information with anyone, we will consider their activities to have been authorized by you. If you have reason to believe that your account is no longer secure, you must immediately notify us at iamlunasoulwellness@gmail.com.

3. Specific Requirements for Certain Products. Your use of the Site and/or Products constitutes your acknowledgment and acceptance of and conditions of the Privacy Policy, which are hereby incorporated into these terms of use and made a part hereof by reference (collectively, the "Agreement"), as well as the following specific requirements and terms of use for certain of the Luna Soul Wellness services and the terms. Luna Soul Wellness reserves the

right, in its sole and absolute discretion, to deny you (or any device) access to the Site and/or Products, or any portion thereof, without notice.

1. Prohibited Conduct. You agree not to:

- A. Use the Site and/or Products for any illegal purpose, or in violation of any local, state, national, or international law;
- B. Violate or encourage others to violate the rights of Luna Soul Wellness or any third parties, including intellectual property rights;
- C. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
- D. Interfere in any way with security-related features of the Site;
- E. Interfere with the operation or any user's enjoyment of the Site and/or Products, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
- F. Access, monitor, or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without Luna Soul Wellness's express written permission;
- G. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
- H. Sell or otherwise transfer the access granted herein.

2. Electronic Communications, Alerts, Notifications. As part of the Site and/or Products, you may receive notifications, alerts, emails, or other types of electronic communications regarding the Site and/or Products. You acknowledge and agree that you may receive communications from us electronically, such as via e-mail or text message or through notices and messages on our Site. 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. Where required by applicable law, we will seek express prior written consent for marketing text messages or calls to you. Additionally, we may use third party vendors to communicate with you. To the extent you have any questions, please refer to the third party vendors' terms of use.

3. Third Party Content. The Site may contain links to third party websites and services. Luna Soul Wellness provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that Luna Soul Wellness has not

reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content. Luna Soul Wellness shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of any such third party websites or services.

4. Intellectual Property. You acknowledge and agree that you relinquish all ownership rights in any ideas or suggestions that you submit to Luna Soul Wellness through this Site. This Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Site belong to Luna Soul Wellness, except third-party trademarks or service marks, which are the property of their respective owners.

5. User Content. You represent and warrant that you own or otherwise have the right to use any content you post to the Site. If you believe that your content has been used in a way that constitutes copyright infringement, you may contact our Designated Agent:

Arlene Salcedo
Luna Soul Wellness LLC
10472 San Diego Rd Unit 12
San Diego, CA 92108
Phone: (619) 623-4653
Email: iamlunasoulwellness@gmail.com

You must provide the following information: an electronic or physical signature of the copyright owner or the person authorized to act on behalf of the copyright owner; 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; your address, telephone number, and email address; a written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 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. Luna Soul Wellness has adopted and implements a policy that provides for termination in appropriate circumstances of accounts of users who repeatedly infringe copyright or other intellectual property rights of Luna Soul Wellness or others.

6. Pricing. The prices displayed for products available for purchase via the Site represent the applicable retail prices and do not include taxes, shipping, or handling charges (to the extent applicable). Any applicable taxes, shipping, or handling charges will be communicated to you before you place an order. The prices displayed on the Site are quoted in U.S. dollars.

Commented [1]: Note to Arlene: Please confirm.

7. Product Information. We make every effort to present the most recent, accurate, and reliable information on the Site at all times. However, occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. Products displayed may be out of stock or discontinued, and prices are subject to change. Luna Soul Wellness is not responsible for errors regarding price, availability, or any other matter. Likewise, Luna Soul Wellness does not warrant

the accuracy of customer product ratings, comments, or feedback. We reserve the right, in our sole discretion to make changes to the product descriptions and/or pricing at any time without notice. We reserve the right to discontinue any products at any time. We cannot guarantee that your computer monitor's display of any product color will be accurate. Certain products may be available exclusively online through the Site. These products may have limited quantities and are not subject to return or exchange. We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction and we may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products that we offer. Any offer for any product made on this Site is void where prohibited. In the event that a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, we shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card has been charged. If your credit or debit card has already been charged for the purchase and your order is cancelled, we shall promptly issue a credit to your credit or debit card account in the amount of the charge. We apologize for any inconvenience this may cause you.

8. Payment. By submitting an order through the Site, you agree to pay in advance the price of the product(s) ordered, plus any applicable taxes, shipping and handling, and/or other charges. You may make payment by credit card or any other method of payment we may make available to you (each, a "Method of Payment"). In order to make a payment, you must provide us with valid credit card and/or other billing information and authorize us (or any third-party payment service provider engaged by us) to charge your Method of Payment for all orders placed and accepted via the Site. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION AND THAT ALL INFORMATION YOU PROVIDE IS ACCURATE.** By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. All transactions on the Site will take place in U.S. dollars.

We reserve the right to change any of the fees that we charge including any Product pricing, or to institute new or additional fees, at any time upon notice to you.

9. Purchase History. Your purchase history may include such details as product description, product image, units purchased, purchase price, purchase or order date, store details where the product was purchased, shipping updates, order number, or product manuals, warranties, and instructions. All information related to your purchase history is solely owned by us at all times but may be made available to you in our sole discretion for your review upon request.

10. Processing Orders. If any problems arise with your order, or with the shipping address or Method of Payment associated with your purchase, and we are unable to resolve the problem, we may notify you via the contact information provided at the time of your purchase. If problems arise with your order that we cannot resolve, your order may be cancelled, and we may not be able to process future purchases until the problem has been resolved.

11. Cancellation. We reserve the right to cancel, modify, or suspend any order placed if we determine in our sole discretion that a user has violated these Terms, including by engaging in any fraudulent or misleading activity (for example, by using false names, multiple identities, multiple email accounts or email addresses, impersonating another person, or otherwise providing false or misleading information), or if we believe, in our sole discretion, that a user's conduct violates applicable law or is harmful to our interests.

12. Indemnification. You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless Luna Soul Wellness from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. Luna Soul Wellness reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.

13. Reliance on Information Posted. The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of the Site's contents.

14. Termination. If you violate these Terms, your permission to use the Site may automatically terminate. In addition, Luna Soul Wellness, in its sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Site and/or Products at any time, with or without notice to you. You may terminate your account at any time by contacting Luna Soul Wellness at iamlunasoulwellness@gmail.com. After your account is terminated, information and content previously provided by you will no longer be accessible through your account, but Luna Soul Wellness may continue to store such information and content, and it may also be stored by third parties to whom it has been transferred through your use of the Site.

15. Modification of the Terms. Luna Soul Wellness reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Site. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Site and/or Products following notice will be deemed acceptance of any modifications to the Terms.

16. Disclaimers of Warranties. The Site and/or Products are provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although Luna Soul Wellness seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site and/or Products,

and there may at times be inadvertent technical or factual errors or inaccuracies. **Luna Soul Wellness specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade.** You assume all risk for any/all damages that may result from your use of or access to the Site and/or Products. Luna Soul Wellness does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Site and/or Products.

17. Limitation of Liability. In no event will Luna Soul Wellness be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not Luna Soul Wellness has been informed of the possibility of such damage. Any direct damages that you may suffer as a result of the Site and/or Products shall be limited to the greater of (i) one-hundred dollars (\$100), or (ii) the value of Products purchased. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.

18. Governing Law. These Terms are governed by the laws of the United States and the State of California, without regard to conflict of law principles. Subject to Section 19, which provides that disputes are to be resolved through binding arbitration or small claims court, to the extent that any lawsuit or court proceeding is permitted hereunder, you and Luna Soul Wellness agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within San Diego County, California, for the purpose of litigating any such disputes.

19. Geographic Restrictions. We provide the Site for use only by persons located in the United States. We make no claims that the Site is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Dispute Resolution by Binding Arbitration. In the interest of resolving disputes between you and Luna Soul Wellness in the most expedient and cost effective manner, you and Luna Soul Wellness agree to resolve disputes through binding arbitration or small claims court instead of in courts of general jurisdiction (“Agreement to Arbitrate”). Any dispute, controversy, or claim arising out of or relating to these Terms and/or the Products will be referred to and finally determined by arbitration in the state of California. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration or litigation under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You acknowledge and agree that the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that individual party’s claim(s). Any relief awarded cannot affect other users.

21. Modification of the Site. Luna Soul Wellness reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that Luna Soul Wellness will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.

22. General.

- A. **Entire Agreement.** These Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and Luna Soul Wellness regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
- B. **No Waiver.** The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- C. **Paragraph Headers.** Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.
- D. **Severability.** In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

23. Notice to California Residents. Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

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