

Soulshine Boutique and Healing Sanctuary, Inc.

Website Terms and Conditions

Last modified: March 30, 2024

Acceptance of the Terms of Use

Welcome to the website of Soulshine Boutique and Healing Sanctuary, Inc. (“Company,” “we” or “us”). The following terms and conditions (together with any documents referred to in them) (the “Terms of Use”) apply to your use of www.yoursoulshines.com, including any content, functionality and services offered on or through www.yoursoulshines.com (the “Website”), whether as a guest or as a registered user. Please read these Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to abide by these Terms of Use and our Privacy Policy.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must navigate away from or otherwise refrain from using the Website. These Terms of Use apply unless you have signed a separate formal written agreement with Company.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. All material changes will apply prospectively only. Any changes to the dispute resolution procedures set forth below in Governing Law and Jurisdiction shall not apply to any disputes for which the parties had actual notice as of the date the change was posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Website and Account Security

To use this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and are at least 18 years or older.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on the Website in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to the Website.

You are responsible for ensuring that all persons who access the Website through your account are aware of these Terms of Use, and that they comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the

Website that all the information you provide on the Website is correct, current and complete.

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. You agree to immediately notify the Company of any unauthorized use of your user name or password or any other breach of security, and ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user identification code or password, whether chosen by you or provided by us, at any time, for any reason, including, if in our opinion, you have failed to comply with any provision of these Terms of Use.

This Website Does Not Provide Medical Advice; Informational Purposes Only

The information contained in this Website, or provided to you via the Website in response to a request made or a question asked by you, or as a result of the completion of a questionnaire by you is provided for informational purposes only. The information should not be considered complete and does not cover all or any particular health issues. The information should not be relied upon, and should not be used in place of a visit with, called to, consultation with or advice from your physician or other health care provider.

Company does not recommend self-management of health problems nor does it endorse any particular type of medical treatment. If you suspect you have a medical problem, or if you have any health care related questions, please promptly call or see your physician or other health care provider. You should not conclude by virtue of any recommendation made on this Website, something you have read on this or some other Website, or in the information provided in response to your inquiries or questions that you do not need to consult a health care professional, nor should you rely on such information to cure an ailment or alleviate pain.

Never disregard medical advice or delay in seeking medical advice or treatment as a result of something you read on this Website, or any recommendations made on this Website, or as a result of the answer to any of your inquiries via the Website. The information is not a substitute for professional medical advice and nothing contained on this Website or in a response to your inquiries or questionnaires via the Website is intended to be instructional for medical diagnoses or treatment.

You may email us with questions regarding our products. Do not send us any unique or personal medical, therapeutic or treatment questions. Company does not provide medical advice, and as previously stated, we urge you to contact your physician if you feel you require possible medical advice or treatment.

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THE 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 MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

Intellectual Property Rights

The entire contents of the Website (including all information, software, text, displays, images, video and audio) and the design, selection and arrangement thereof, are owned by the Company or its licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other intellectual property or proprietary rights.

You are permitted to use the Website for your personal, non-commercial use only, or legitimate business purposes related to your role as a current or prospective customer, supplier or distributor of the Company. You must not copy, modify, create derivative works of, publicly display or perform, republish, download or store, or transmit any of the material on our site without the prior written consent of the Company, except to:

- Store copies of such materials temporarily in RAM.
- Store files that are automatically cached by your Web browser for display enhancement purposes.
- Print a reasonable number of pages of the Website for a permitted use.

You must not:

- Modify the paper or digital copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark and other proprietary notices appearing on such materials.

You must not reproduce, sell or exploit for any commercial purposes any part of the Website, access to the Website or use of the Website or any services or materials available through the Website without obtaining a license to do so from the Company or its applicable licensor.

If you print, copy, modify, download or otherwise use any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the site are transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not

expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Company Trademarks

The Company name, the terms Soulshine Boutique and Healing Sanctuary, Inc., any Company logos, and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, brands and marks are used for identification purposes only and are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local and international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company or a Company employee, another user, or person or entity (including, without limitation, the use of e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website.

- Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

Promotional Programs, Contests & Giveaways

1. **NO PURCHASE NECESSARY:** There is no purchase required to enter or win any Soulshine Boutique and Healing Sanctuary, Inc. contest or giveaway, including GWP (Gift with Purchase) and Purchase to Win programs.
2. **SPONSOR:** Contests and giveaways printed on this website or in Soulshine Boutique and Healing Sanctuary, Inc. operated social media are issued and sponsored by Soulshine Boutique and Healing Sanctuary, Inc.
3. **ELIGIBILITY:** Contests and giveaways are open only to legal residents of the 50 US states or Canada excluding Quebec who are over the age of 18. Employees and contractors of Soulshine Boutique and Healing Sanctuary, Inc. past or present as well as their families and household members are never eligible. Void where prohibited by law, including US territories and Quebec. Exceptions for international entries will be printed in applicable contest and giveaway postings.
4. **AGREEMENT:** Participation in Soulshine Boutique and Healing Sanctuary, Inc. contests and giveaways constitutes the entrant's full and unconditional agreement to and acceptance of all official rules printed here and in applicable contest and giveaway postings as well as all decisions of the contest or giveaway organizer. Participation and winning are contingent upon the fulfillment of all requirements issued here. Soulshine Boutique and Healing Sanctuary, Inc. reserves the right in its sole discretion to cancel, terminate, modify or suspend a contest or giveaway whose security, fairness, or proper conduct has been compromised. Any person found to be tampering with the entry process or otherwise in violation of these rules will be disqualified. Soulshine Boutique and Healing Sanctuary, Inc. reserves the right to seek damages from any such person to the extent permitted by law.
5. **ENTRY:** Entry instructions and the start and end dates and times of any contest or giveaway entry period will be printed publicly in applicable contest and giveaway postings on the Soulshine Boutique and Healing Sanctuary, Inc. website or social media.
6. **WINNER SELECTION:** After a contest or giveaway entry period has concluded, Soulshine Boutique and Healing Sanctuary, Inc. will select winners based on the terms outlined in the contest or giveaway posting according to its format:
 - a. **GIVEAWAYS:** Winners will be selected in a random drawing from among eligible entries made to Soulshine Boutique and Healing Sanctuary, Inc. The odds of winning

depend on the number of eligible entries received during the entry period.

b. CONTESTS: Winners will be selected by Soulshine Boutique and Healing Sanctuary, Inc. in accordance with the criteria and terms outlined in the contest posting.

c. GWP: Gift with Purchase winners will receive the marketed gift or a suitable alternative, at the discretion of Soulshine Boutique and Healing Sanctuary, Inc., of near equivalent value. GWP qualification is based on order subtotal less taxes and discounts.

7: WINNER NOTIFICATION: Winners will be notified by email within two weeks of the end of the entry date unless other terms are specified in the contest or giveaway posting. Winners must provide their full name, age, and mailing address via an affidavit of eligibility. If a winner does not respond to email within the specified time frame, Soulshine Boutique and Healing Sanctuary, Inc. may disqualify that winner and select an alternate winner. Soulshine Boutique and Healing Sanctuary, Inc. shall not be liable for a winner's failure to transmit accurate contact information or failure to receive properly sent notices as a result of faulty email security. To request the name(s) of the winner(s) of any contest or giveaway, email Laura@yoursoulshines.com. Requests must be received within 30 days of the entry period's end.

8: PRIZES: Prizes for Soulshine Boutique and Healing Sanctuary, Inc. contests and giveaways will be disclosed in the contest or giveaway posting and transmitted to the winner(s) within one month of confirmation of eligibility. Prizes are non-transferable and will not be substituted except at the discretion of Soulshine Boutique and Healing Sanctuary, Inc., which reserves the right to substitute a prize of equal or greater value at its sole discretion. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, are the sole responsibility of the winner. The receipt by winner of the prize offered in any contest or giveaway herein is conditioned upon compliance with any and all federal and state laws and regulations.

Changes to the Website

We may update the Website from time to time, but it's content is not necessarily complete or up-to-date. We may change the Website at any time with or without notice. We may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

We collect and use information about you in accordance with our Privacy Policy. By using the Website, you consent to such collection and use and you represent and warrant that all data provided by you is accurate.

Online Purchase Additional Terms

Please refer to our Terms of Shipping for our Online Purchase Additional terms, which are hereby incorporated by reference.

Linking to the Website

You may link to our homepage or any other interior page of our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the homepage.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links from advertisers, including banner advertisements. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the state of Illinois in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with your own local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS

CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENT OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY, ITS AFFILIATES AND ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS, FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, BE GREATER THAN THE PRICE YOU PAID FOR THE PRODUCT(S). THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER OR NOT WE WERE AWARE OF THE POSSIBILITY OF SUCH LIABILITY. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Soulshine Boutique and Healing Sanctuary, Inc., the Company, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of the Terms of Use or your use of the Website, including, without limitation, any use of the Website's content. Services and products other than as expressly authorized in these Terms of Use or your use of any information outlined from the Website.

Governing Law and Jurisdiction

The Terms of Use and any dispute or claim arising out of, or related to, them, their subject matter or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois. You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of these Terms of Use by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Shipping

The goods will be imported on behalf of the consignee/buyer. The consignee authorizes (Soulshine Boutique and Healing Sanctuary, Inc.) to import the goods on his behalf. Further, the consignee/buyer agrees (Soulshine Boutique and Healing Sanctuary, Inc.) may delegate the obligation to import the goods on his behalf to a subcontractor (e.g.

customs broker). The consignee will pay the taxes & duties in addition with the purchase price of the goods

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Soulshine Boutique and Healing Sanctuary, Inc. with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

This Website is operated by Soulshine Boutique and Healing Sanctuary, Inc. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to Laura@yoursoulshines.com.

Thank you for visiting our Website!