



## TERMS OF SERVICE

**Last Updated: July 18, 2018**

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE OR PURCHASING A SERVICE!**

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### OVERVIEW

The terms “we”, “us”, and “our” refer to Lolo’s Light House Productions, LLC (“Lolo’s Light House”). The term the “Site” refers to loloslighthouse.com. The term “user,” “you” and “your” refers to site visitors, customers and any other users of the site.

Use of the Site including all materials presented herein and all online services provided by us, whether made available for purchase or not, is subject to the following Terms and Conditions. These Terms and Conditions apply to all site visitors, customers, and all other users of the site. By using the Site or Service, you agree to these Terms of Service, without modification, and acknowledge reading them.

### YOUR ACCEPTANCE OF OUR PRIVACY POLICY

Lolo’s Light House permits you to control management of your personal information and invites you to read the complete statement of its current Privacy Policy [here](#), which is incorporated herein for reference. Lolo’s Light House will only collect and otherwise access information you voluntarily provide via email or through other direct contact initiated by you. Lolo’s Light House will not sell or otherwise distribute this information to any other individual or entity, except its duly authorized agents, contractors, and other third parties that assist it in its business operations.

Lolo’s Light House is the sole manager of such information collected on the Site. Lolo’s Light House will use such information to respond to you as necessary. You grant Lolo’s Light House a worldwide, royalty-free, nonexclusive license to use, distribute, reproduce, modify, publish and translate this personal information only as necessary to fulfill your request(s) or to enable your use of a particular service, such as for purchasing a particular Service. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. All information provided to us as a result of your use of this Site will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms of Service and our Privacy Policy, these Terms of Service control.

## **SCOPE OF OUR SERVICES & DISCLAIMER**

Lolo's Light House is a resource through which users may purchase counseling services as well as the purchase of signature essential oil blends. Lolo's Light House does not have a license to practice medicine, is not a medical office, and is not a substitute for a licensed medical doctor. Please keep in mind that the counseling process helps others identify problems, causes, alternatives, and possible consequences so they can take appropriate action and make decisions. It is planned, goal-focused, and short-term in nature. However, this service is not intended to provide therapy, diagnosis of psychological disorders, or long-term counseling.

## **YOUR RESPONSIBILITIES**

In consideration of your use of this Site, you agree that to the extent you provide personal information to the Site it will be true, accurate, current, and complete and that you will update all personal information as necessary.

## **INTELLECTUAL PROPERTY LICENSE**

This Site, including all its contents are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All content and intellectual property rights therein are the property of the Site or the material is included with the permission of the owner and is protected pursuant to applicable copyright and trademark laws.

Lolo's Light House owns all intellectual property rights in (a) all text, logo, images, headers, trademarks, service marks, design elements, and all other protected elements on the Sites (except those licensed from others); (b) any Services; (c) all things otherwise provided to you as a part of Lolo's Light House's services, and; (d) any other intellectual property rights afforded to Lolo's Light House, either through state or federal registration or as otherwise available at common law ("Intellectual Property"). Except as stated below, Lolo's Light House does not grant you any rights to any Intellectual Property contained within the Services or as may be available to you generally through the Sites. You agree not to make unauthorized use of or otherwise infringe upon Lolo's Light House's Intellectual Property in anyway and understand that it is your responsibility to ensure you refrain from doing so. Lolo's Light House will take whatever legal action is necessary to protect its Intellectual Property in the event of such infringement and asks that you carefully manage your use of the Services.

## **STOCK PHOTOGRAPHY**

Free stock photography may be found on the Site. All images being used have an irrevocable, nonexclusive copyright license to download, copy, modify, distribute, perform, and use the photos for free, including for commercial purposes, without permission from or attributing the photographer.

## **NO WARRANTIES**

**THE USE OF THE SITE IS AT YOUR SOLE RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY, LACK OF ERRORS, OR ACCURACY OF THE SITE AND SERVICES. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

**NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SITE AND SERVICES SHALL CREATE A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.**

**WE DO NOT REPRESENT OR WARRANT THAT THIS SITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THIS SITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES). WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF FAILURE TO STORE COMMUNICATIONS, OR OTHER DATA. YOU ACCEPT THAT OUR OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.**

## **LIMITATION OF LIABILITY**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS.**

## **WAIVER**

Lolo Light House's waiver of any of the provisions of these Terms of Service shall not be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by an authorized representative of Lolo's Light House.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless the Site from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this Site in violation of these Terms of Service and/or arising from a breach of these Terms of Service and/or any breach of your representations and warranties set forth above.

## **EFFECT OF HEADINGS**

The subject headings of the paragraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

## **SEVERABILITY**

If any term or provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Service will remain in full force and effect.

## **ASSIGNMENT**

These Terms of Service bind and inure to the benefit of the parties' successors and assigns. These Terms of Service are not assignable, delegable, sub-licensable or otherwise transferable by you. Any transfer, assignment, delegation or sublicense by you is invalid. We may assign its rights and duties under these Terms of Service to any party at any time without notice to you.

## **SEVERABILITY**

any term, provision, covenant, or condition of the Terms of Service is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms of Service shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

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## **ENTIRE AGREEMENT**

These Terms of Service (together with our Privacy Policy and any Privacy Notices or click-through agreements applicable to you) contain the entire understanding and agreement between you and the Site with respect to this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and the Site with respect to this Site and your use of this Site.

## **TERMS OF PURCHASE AND USE**

The following is a legal agreement between you (“user”) and Lolo’s Light House (defined below), which governs your use of the Services (defined below) obtained by purchase through this website, or any related domains or subdomains (the “Sites”). In these Terms, use of the words “you”, and “your” refer to each individual user who may interact with this site, and “we”, “us” and “our” refer to Lolo’s Light House Productions, LLC (Lolo’s Light House). “Services” referred to by these Terms include but are not limited to: the purchase of each counseling session, any workshops, and any other service provided for paid purchase or for which you supply personal information in exchange, or other information available through the Site, obtained from Lolo’s Light House. All such Services are the intellectual property of and are owned by Lolo’s Light House. By purchasing any Service, you agree to be bound by these Terms, without any other conditions or declarations. If at any time you do not agree with these Terms or find them otherwise unacceptable, please discontinue use of Lolo’s Light House Services immediately. Understand that by using this Site, any services or applications for which you tender payment or otherwise obtain through the Sites, you warrant that you are at least 18 years of age and are otherwise legally able to enter into a valid contract.

## **PURCHASE POLICIES**

You acknowledge that the purchase of any Service is non-refundable, under any circumstances. All sales are final.

## **GOVERNING LAW**

All Terms shall be construed in accordance with, and governed in all respects by, the laws of the State of New York. Lolo’s Light House reserves the right to change or modify these Terms at any time without notice to you. Again, it is your responsibility to review these Terms prior to use and periodically throughout your use of Lolo’s Light House services or materials.

## **CHANGES TO TERMS OF SERVICE**

We reserve the right to change these Terms of Service from time to time consistent with applicable laws and principles. These changes will be effective as of the date we post the revised version on this Site. Any use of the Site or Services by you after means you accept these amendments. If at any time you choose not to accept these Terms of Service, you should not use this Site.

## **HOW TO CONTACT US**

Any questions regarding the above Terms may be directed to: [lighthousellc2018@gmail.com](mailto:lighthousellc2018@gmail.com).