

Terms and Conditions

Introduction

Welcome to www.redaspenwellness.com (the "Website").

These Terms and Conditions ("Agreement") are a legal agreement that explain the terms and conditions that all visitors, users, clients and customers ("You", or "Your") must comply with when using the Website. By using the Website, You agree to abide by all of the terms and conditions in this Agreement.

This Agreement incorporates Our [Privacy Policy](#) and Disclaimer.

These Terms and Conditions outline the rules and regulations for the use of www.redaspenwellness.com. **PLEASE READ THIS AGREEMENT CAREFULLY because it affects Your rights and liabilities under the law. By using or accessing the Website, You confirm that You have read and agreed to be bound by this Agreement. If You do not agree with this Agreement, You cannot use or access the Website.**

These Terms and conditions are governed by the law of United States

1 Definitions

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all agreements:

"Account" refers to the account that You have to create in the Website to log in, use, and access some parts of the Website.

"Company," "Us," "We," and "Our" refers to Red Aspen Wellness.

"Content" is the information displayed at the Website including without limitation text, data, code, images, photographs, graphics, software, designs and any other materials that are available at the Website.

"Goods" means all goods that We supply and make available to You as detailed in the Invoice.

"Invoice" is a list of the Goods sent or the Services We provide to You, detailing individual amounts of Goods or Services plus a sum total.

"Party" refer to either You, or Us, or any other party to this Agreement. **"Parties"** refer to both You and Us.

"Services" refer to any work We perform for You.

"Supply" means to provide the Goods or Services as per the Invoice.

"**You**" and "**Your**" refer to the visitor, user, client, customer or person accessing the Website and thus accepting this Agreement.

"**User Content**" refers to the content which has been created by Our users.

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2 User Rights and Responsibility

2.1 Acceptable use

- Red Aspen Wellness will not be held liable should the website be unavailable for any amount of time.
- You are responsible for the safety and confidentiality of your passwords and usernames. Red Aspen Wellness has the right to terminate or suspend your username and password should we suspect non compliance by you.
- You are not a minor in the jurisdiction in which you reside.
- You will not use any meta tags or any other "hidden text" utilizing Our name or trademarks without Our express written consent.
- The Website and/or any portion of the Website may not be reproduced, sold, resold, visited or otherwise exploited for any commercial purpose without Our express written consent.
- Your use and access of the Website does not include any right of resale or commercial use of the Website or its Contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its Contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.
- You must use our website for lawful purposes only.

2.2 Prohibited Use

While using our service the following terms must be adhered to:

- to transmit or send unsolicited or unauthorized advertising or promotional material in any form.
- Disrupt or attempt to disrupt Our servers in any way that could cause harm to the Website.
- Distribute any material that contains software viruses or any other computer code, files, or programs that are designed or intended to: (a) disrupt, damage, or limit the functioning of the Website, any software, hardware, or telecommunications equipment used in connection therewith; or (b) damage or obtain unauthorized access to any data or other information of any third party.
- Harass, abuse, threaten or incite violence towards any individual or group.
- in any way that breaks or breaches applicable local, national or international laws or regulations.
- in any way which is fraudulent or unlawful.
- Hold Yourself out as sponsored by, endorsed by, or affiliated with Us or the Website.
- Interfere with any other person's use of or the proper functioning of the Website.
- Misrepresent Your identity or impersonate any person.
- Modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by Us.
- Provide any information that is false, misleading or inaccurate.

- Use any portion of the Website for any unlawful purpose or otherwise fail to comply with all applicable domestic and international laws, statutes, ordinances and regulations.
- Use any portion of the Website for uploading, posting, e-mailing, transmitting or otherwise making available User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
- Use any portion of the Website for uploading, posting, e-mailing, transmitting or otherwise making available User Content that is harmful to minors in any way, harassing, harmful, threatening, abusive, vulgar, obscene, defamatory, libelous, hateful, or racially, ethnically or otherwise objectionable.
- Use any portion of the Website for uploading, posting, e-mailing, transmitting or otherwise making available junk mail, commercial advertisements, or any other form of commercial solicitation.
- Violate the privacy of any third party, this includes, but is not confined to, posting personal information about another person or entity without consent.

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3 Our Content

Except for User Content as defined in User Content clause below, all of the content featured or displayed on the Website, including, without limitation, text, graphics, photographs, images, moving images, sound, and illustrations ("Our Content"), are owned by Us, Our licensors, vendors, agents and/or Our content providers. All elements of the Website, including without limitation the general design and Our Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights.

The Website, Our Content and all related rights shall remain Our exclusive property or of Our licensors unless otherwise expressly agreed.

You will not remove any copyright, trademark or other proprietary notices from material found on the Website.

Except as may be otherwise indicated in specific documents within the Website or as permitted by copyright law, You are authorized to view, play, print and download copyrighted documents, audio and video found on Our Website for personal, informational, and noncommercial purposes only.

Except as permitted by copyright law, You may not modify any of the materials and You may not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information or work contained on the Website.

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4 Trademarks/ No Endorsement

All of Our trademarks, service marks and trade names used herein (including but not limited to: the Red Aspen Wellness name, Red Aspen Wellness logo, the Website name, the Website design, and any logos) (collectively "Marks") are Our trademarks or registered trademarks or of Our affiliates, partners, vendors or

licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify Our trademarks in any way, including in advertising or publicity pertaining to distribution of materials on the Website, without Our prior written consent. The use of Our trademarks on any other site or network computer environment is not allowed. We prohibit the use of Our trademarks as a "hot" link on or to any other site, unless We have approved in advance the establishment of such a link. You shall not use Our name or any language, pictures or symbols which could, in Our judgment, imply Our endorsement in any (i) written or oral advertising or presentation, or (ii) brochure, newsletter, book, or other written material of whatever nature, without prior written consent.

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5 User Content

You may be able, as dictated by the functionality of the Website, to submit or to otherwise make available messages, e-mails, photographs, videos and other content for display on the Website ("User Content").

You shall be solely responsible for Your own User Content and the consequences of posting or publishing them. The Website merely acts as a passive conduit for Your online distribution and publication of User Content.

Without limiting any of Our rights in law and equity, We reserve the right to remove any User Content for any reason in Our sole discretion, including any User Content that We believe may violate this Agreement, or any copyright or third-party rights.

By submitting or otherwise making available any User Content to the Website, You automatically grant Us a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, sub-licensable (through multiple tiers), license to use, modify, copy, distribute, transmit, publicly display, publicly perform, publish, adapt, create derivative works of, distribute, transfer or sell any such content, for any purpose, including commercial purposes and in connection with advertising for the sole benefit of the Website (collectively, "Use"), in any type of media or in any form now known or later developed, without any payment to You. In addition, You automatically waive and give up any claim that any use of such content violates any of Your rights, including privacy rights, publicity rights, moral rights or any other right, including the right to approve the way the Website uses such content. You also grant Us and the Website the right to use any material, information, ideas, concepts, know-how, or techniques contained in any communication You provide, submit, or otherwise make available to the Website or to Us for any purpose whatsoever, including, without limitation, commercial purposes. By submitting User Content, You automatically warrant and represent to Us that You are the owner of all intellectual property rights in and to the User Content or that You otherwise have all sufficient rights to grant the license above.

By submitting User Content, You further warrant and represent that the User Content infringes no third-party right of privacy, right of publicity, or any other third-party right or proprietary interest.

User Content does not represent Our views or any individual associated with Us, and We do not control User Content. In no event shall You represent or suggest, directly or indirectly, Our endorsement of User Content. We do not vouch for the accuracy or credibility of any User Content on Our Website, and do not take any responsibility or assume any liability for any actions You may take as a result of reading User Content on Our Website.

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6 Right To Takedown Content

You shall remain solely responsible for Your User Content and We shall have no obligation to prescreen any such content. However, We shall have the right in Our sole discretion to edit, refuse to post, or remove any material submitted to or posted on the Website at any time without notice. Without limiting the foregoing, We shall have the right to remove any material that We find to be in violation of the provisions hereof or otherwise objectionable, and the additional right to deny any User who fails to conform to any provision of this Agreement access to the Website.

If You wish to remove Your User Content from the Website, please send Us an email to sheila@redaspenwellness.com. We will remove Your User Content within 10 business days of receiving Your request. However, We may retain copies of Your User Content, not accessible to the public, on Our backup servers even after You request removal.

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7 Advertising Rights

We reserve the right to sell, license and/or display any advertising, attribution, links, promotional and/or distribution rights in connection with User Content. We and Our licensors or affiliates will be entitled to retain any and all revenue generated from any sales or licenses of such advertising, attribution, links, or promotional or distribution rights. Nothing in this Agreement obligates or may be deemed to obligate Us to sell, license or offer to sell or license any advertising, promotion or distribution rights.

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8 Your Account

In consideration of Your use of the Website, You will:

- provide true, accurate, current and complete information about Yourself as prompted by the Website's registration page (such information being the “**Account Data**”); and
- maintain and promptly update the Account Data to keep it true, accurate, current and complete.

You are entirely responsible for the security and confidentiality of Your password and Account. You will not share Your Account Data or Your username and password with any third party or permit any third party to login to the Website using Your Account Data. Furthermore, You are entirely responsible for any and all activities that occur under Your Account. You are responsible for taking precautions and providing security measures best suited for Your situation and intended use of the Services and Website.

You agree to immediately notify Us of any unauthorized use of Your Account or any other breach of security of which You become aware.

The Website may also include a tool that allows You to sign in or register using information from Your accounts in third party services, such as Facebook, Twitter, Google, Yahoo, or LinkedIn. These third-party services are not related to the Website, and Your use of such third-party services is subject to the terms and policies of those services.

For more information on how We collect, store, use, and share Your Account Data, please check Our [Privacy Policy](#)

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9 Ecommerce

9.1 Billing

We have engaged the services of Stripe (“**Payment Processor**”) to collect and manage Your payments. You acknowledge and agree that the Payment Processor will perform the following for Us:

- credit and background verification of Our potential customers
- access updated payment reports;
- credit administration, management and collection;
- legal assistance in credit recovery;
- assessment of Our customers’ dependability; and
- receive, facilitate and assign Your credit that is due to Us;

The Payment Processor is responsible and We shall not be liable for any matter in connection with the processing of Your payments.

You agree to notify Us or the Payment Processor about any billing problems or discrepancies within 60 days after they first appear on Your Account statement. If You do not do so within 60 days, You agree that You waive Your right to dispute such problems or discrepancies.

We may partner with and use other third party payment service providers to handle all payments. We will notify You of such change by e-mail not less than 30 days before it takes effect.

9.2 Payments

You agree to provide updated information regarding Your credit card or payment method at any time the information is needed.

You give Us and the Payment Processor the pre-authorization to verify if Your credit card or payment method account is valid and has the necessary funds or credit available to cover Your payments.

You authorize such credit card to pay any amount described herein.

You confirm that Your credited card has sufficient funds, credit facilities and valid expiry date to cover the payment.

You will receive an electronic invoice for Your payments. This electronic invoice shall serve as Your official receipt.

In case of payment delay, You will not be able to use any chargeable features of Our Services until the payment in due has been fully paid.

Upon delay with any payments, You may be required to pay interest on the delay (penalty for late payment) for the period as of the time the payment obligation falls due until conforming performance is rendered. We reserve the right to assess reasonable interest charges on any amounts not paid by the date such payments are due.

You are solely responsible for any and all fees charged to Your credit card by the issuer, bank, or financial institution including, but not limited to, subscription, overdraft, insufficient funds, and over the credit limit fees.

All orders are subject to Our credit approval. We reserve the right to withhold shipment or to require other adequate assurances of performance of Your payment obligations as We, in Our discretion, may require, notwithstanding any order confirmation issued by Us.

All payments shall be paid in USD. You may have to incur costs for conversion and transfer of money if applied by Your financial service provider.

All prices exclude VAT at current legal rate in , unless stated otherwise in this Agreement. You are responsible for all other applicable taxes, and We shall charge taxes when required to do so.

Other payment methods are accepted only if provided on Our Website.

9.3 Refunds

Amounts payable under this Agreement are **non-refundable**.

No refunds shall be granted for discounts, vouchers, or coupons availed as part of the Service.

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10 Website Information

We attempt to ensure that information on the Website is complete, accurate and current. Despite Our efforts, the information on the Website may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or currency of any information on the Website.

Through Your use of the Website, You may be exposed to content that You may find offensive, objectionable, harmful, inaccurate or deceptive. By using Our Website, You assume all associated risks.

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11 Security

Information provided by you through www.redaspenwellness.com is stored on a secured private server. While we have taken reasonable precautions to protect your personal information, no security system is impenetrable and we cannot guarantee the security of information that you provide to us via the Internet, through our Website, through online ordering, or in databases stored on our servers.

Our online ordering functionality employs Secure Sockets Layer (SSL) software, the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information. Please see our [Privacy Policy](#) for full details on security.

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12 Links to this Website

Running or displaying the Website or any information or material displayed on the Website in frames or through similar means on another site without Our prior written permission is prohibited.

We grant You a nonexclusive right to display at Your site any link that would permit any user to go from Your site to Our Website. You obtain no rights other than the right to link to Our Website. Further, We do not guarantee, approve, or endorse the information or products available on Your site.

You agree to not use and display the links in such a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Us. You agree to not use the links in any manner that is likely to reduce, diminish or damage the goodwill, value or reputation associated with Us. You warrant that Your site does not include any material, and does not contain links to sites displaying any material, which is harmful, pornographic, abusive, hateful, obscene threatening, defamatory, or which encourages illegal activity. Upon notice from Us, You shall promptly remove the links.

If Your wish to obtain written consent from Us, please contact us using our contact page

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13 Third Party Links

From time to time, the Website may contain links to sites that We and Our affiliates do not own, operate nor control. All such links are provided solely for Your convenience. If You use these links, You will leave the Website. Neither We nor any of Our respective affiliates are responsible for any content, material or other information located on or accessible from any other site. Neither We nor any of Our respective affiliates endorse, guarantee, or make any representations or warranties regarding any other site, or any content, materials or other information located or accessible from any other site, or the results that You may obtain from using any other site.

We do not control, endorse, sponsor or approve of the third parties or their content nor do We take any responsibility for any aspect of these websites or their content. If You decide to access any other site linked to or from this Website, You do so entirely at Your own risk. You agree to be aware when You leave the Website and to read the privacy statements of these sites. You will evaluate the security and trustworthiness of any site connected to or accessed through the Website before disclosing any personal

information to them. We do not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from Your disclosure of personal information to those third-party sites.

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14 Intellectual Property Rights

We claim copyright and all other intellectual property rights to all the material on the Website, including, but not limited to the words, information, graphics, designs, logos, trademarks, photographs, icons, drawings and text.

Our intellectual property is protected under copyright, trademark and other intellectual property laws.

As part of this Agreement, You agree to not reproduce, distribute, sell, publish or broadcast any of the material found on this Website without Our prior written consent.

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15 Copyright Notice

All Website design, graphics, text selections, arrangements, and all software are of Copyright © 2022, Red Aspen Wellness or its licensors. ALL RIGHTS RESERVED.

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16 Disclaimers

YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED AS IS WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER WE NOR ANY OF OUR AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE. THE INFORMATION, MATERIALS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE MAY BE OUT OF DATE, AND NEITHER US, NOR ANY OF OUR AFFILIATES MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE WEBSITE OR THROUGH OUR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

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17 Indemnity

You agree to defend, indemnify and hold Us and any of Our affiliated company or individual harmless from any and all liabilities, costs, and expenses, including reasonable attorneys' fees, related to or in connection with (a) the use of the Website or the internet or Your placement or transmission of any message or information on this Website by You or Your authorized users; (b) Your violation of any term of this Agreement, including without limitation, Your breach of any of the Representations and Warranties above; (c) Your violation of any third party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) Your violation of any law, rule or regulation of USA or any other country; (e) any claim or damages that arise as a result of any User Content that You provide to Us; or (f) any other party's access and use of the Website with Your unique username, password or other appropriate security code.

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18 Release

In the event that You have a dispute with one or more other visitors, users, customers, or clients of the Website, You release Us (and Our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

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19 Communication

We reserve the right to send You an electronic mail for the purpose of informing You of changes or additions to the Website or this Agreement.

Except as disclosed in Our [Privacy Policy](#), We will not monitor, edit, or disclose the contents of Your e-mail, unless required in the course of normal maintenance of the Website and its systems, or unless required to do so by law or in the good-faith belief that such action is necessary to: (a) comply with the law or comply with legal process served on Us or the Website; (b) protect and defend Our rights or property of, the Website, or the users of the Website; or (c) act in an emergency to protect the personal safety of Our guests, the Website, or the public.

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20 Dispute Resolution and Arbitration

You and We agree to the following dispute resolution process for any legal controversy or legal claim arising out of or relating to this Agreement, the Website, any subscription to the Website or any other aspect of Our relationship ("**Subject Legal Claim**").

To help resolve any issues between Us promptly and directly, You and We agree to begin any arbitration within 15 days after a Subject Legal Claim arises; otherwise, the Subject Legal Claim is waived.

In an attempt to find the quickest and most efficient resolution of Our issues, You and We agree to first discuss any issue informally for at least 15 days. To do that, please send Your full name and contact information, Your concern and Your proposed solution by email to Us at info@redaspenwellness.com. If We should need to discuss an issue with You, We will contact You using the email or mailing address on Your Account.

If We do not reach an agreed upon solution after Our discussions for at least 15 days, You and We agree that any Subject Legal Claim that either of Us may have must be resolved through binding individual arbitration in United States in accordance with American Arbitration Association.

There are two limited exceptions to this Dispute Resolution and Arbitration provision: (a) either Party may pursue in small claims court any action that is within that jurisdiction, as long as the case proceeds on an individual basis only; (b) either Party may seek to enforce its patents, trademarks, copyrights or trade secrets in an appropriate state or federal court.

You and Us also agree to arbitrate in each of Our individual capacities only, not as a representative or member of a class, and each of Us expressly waives any right to file a class action or seek relief on a class basis.

You may download a form Notice to initiate arbitration at www.adr.org. If You initiate the arbitration, Your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules. It is important that You understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees.

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21 Termination

We may terminate this Agreement:

- for any or no reason during any free use of the Websites or Services;
- if You breach any of the terms of this Agreement, and that breach is not remediable;
- if You breach any of these terms of this Agreement and that breach is not remedied within 0 of receiving written notice of the breach;
- if You have failed to pay any due charges by the stated date.

We may also block Your access to Our Website in the event that:

- You breach this Agreement;
- We are unable to verify or authenticate any information You provide to Us; or
- We believe that Your actions may cause financial loss or legal liability for You, Our users or Us.

You may terminate Your use of the Website or the Services by contacting Us through our contact details in this policy. The termination request will be subject to Our verification of Your ownership of the Account.

In terminating Your Account, You shall be liable to pay all fees and charges that have accrued up until the termination takes place. You are personally liable for any orders placed or charges incurred through Your Account prior to termination.

Either Party may terminate the Agreement:

Upon 0 days' written notice to the other party of a material breach, if such breach remains uncured at the expiration of such period;

If the other party becomes the subject of petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

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22 Consequences of Termination or Expiration

Upon the effective date of termination or expiration of this Agreement:

- All rights, Subscriptions and licenses granted to You shall be terminated immediately.
- You will immediately cease use of and/or access to the Account, Website, and the Services.
- We will suspend or terminate Your access to the Website and Services.
- We will suspend or terminate access to any or all of the data to the extent permitted by law

The termination or expiry of this Agreement shall not affect any of Our accrued rights and liabilities at any time up until the date of termination.

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23 Revisions

This Agreement is subject to Our revision and changes from time to time. Your continued use of the Website after the revision and changes will mean that You agree, without qualification, to the revised Agreement.

If You are not a registered Subscriber of the Website, then You can review revisions to this Agreement by regularly checking this page.

Material revisions to this Agreement will be indicated by an updated effective date at the top left corner of this page and by a notice posted on the homepage of the Website.

It is Your responsibility to remain apprised of any revisions to this Agreement and to remain in compliance therewith.

Should You object to any such revisions to this Agreement or become dissatisfied with the Website in any way, Your only recourse is to immediately terminate Your membership or discontinue use of the Website. Otherwise, continuing to use, visit, access or use the Website after the effective date means that You agree to be bound by any and all revisions.

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24 Force Majeure

We shall not be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond Our reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; epidemics, pandemics; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.

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25 Minimum Age Requirements

Our Website is not directed to children. Access to and use of Our Website is only for those who are at least at the age of **13 years in the USA** or **16 years in the European Union** or otherwise capable of entering into and performing legal agreements. If You are younger than this, You may not register for or use Our Website.

Any person who registers as a user or provides their personal information to Our Website represents that they are at least at the age of **13 years in the USA** or **16 years in the European Union** or otherwise capable of entering into and performing legal agreements.

In agreeing with this Agreement, You represent and warrant that You are at least at the age of **13 years in the USA** or **16 years in the European Union** or otherwise capable of entering into and performing legal agreements.

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26 General

Jurisdiction and Choice of Law. Any claim relating to, and the use of, this Website and the materials contained herein is governed by the laws of the state of United States. You consent to the exclusive jurisdiction of the state and federal courts located in , United States.

Entire Agreement. This Agreement and the other agreements stipulated to be incorporated herein are the entire agreement between You and Us and supersede any prior understandings or agreements (written or oral).

A printed version of this Agreement will be admissible in judicial and administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Assignment. You agree that this Agreement and all incorporated agreements may be automatically assigned by Us in Our sole discretion. You cannot assign this Agreement without Our written consent.

Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

No Waiver. Our failure to act with respect to Your or others' breach does not waive Our right to act with respect to subsequent or similar breaches.

Survival. Clauses "Trademarks/No Endorsement", "Advertising Rights", "Intellectual Property Rights", "DISCLAIMERS", "LIMITATIONS OF LIABILITY", "Indemnity", "Release", "Communications", and "Dispute Resolution and Arbitration" shall survive any termination or expiration of this Agreement.

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27 User Feedback

We welcome and encourage You to provide feedback, comments, and suggestions for improvements of the Website ("**Feedback**"). You may submit Feedback by emailing Us at sheila@redaspenwellness.com. You acknowledge and agree that if You submit any Feedback to Us, You hereby grant to Us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable (through several tiers) and transferable license under any and all intellectual property rights that You own or control in relation to the Feedback to use, reproduce, view, communicate to the public by any means, print, copy (whether onto hard disk or other media), edit, translate, perform and display (publicly or otherwise), distribute, redistribute, modify, adapt, make, sell, offer to sell, transmit, license, transfer, stream, broadcast, create derivative works from, and otherwise use and exploit the Feedback for any purpose.

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28 Notice for California Users

Under California Civil Code Section 1789.3, California users are entitled to the following specific consumer rights notice: You may contact Us at our contact page. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

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29 Contact Us

If You do not understand any of the foregoing terms and conditions or if You have any questions or comments, please contact Us through Red Aspen Wellness, info@redaspenwellness.com

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YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THE TERMS, AND WILL BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT THESE TERMS TOGETHER WITH THE PRIVACY POLICY REPRESENT THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US AND THAT IT SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Terms of service

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

SECTION 5 - PRODUCTS OR SERVICES

Certain products or Services may be available exclusively online through the website.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or Services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, Services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of the optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through the website (including, the release of new tools and resources). Such new features and/or Services shall also be subject to these Terms of Service.

SECTION 8 - THIRD-PARTY LINKS

Certain content, products and Services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us.

We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or Services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, Services, resources, content, or any other transactions made in connection with any third-party websites.

Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 11 - PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and Services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties

or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Red Aspen Wellness, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Red Aspen Wellness and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 14 - SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

SECTION 16 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18 - GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States.

SECTION 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.