

## **Terms and Conditions**

Welcome to Cymafusion.com!

These terms and conditions outline the rules and regulations for the use of Cymafusion.com's Website, located at <https://www.cymafusion.com>.

By accessing this website, we assume you accept these terms and conditions. Do not continue to use Cymafusion.com if you do not agree to take all of the terms and conditions stated on this page.

This Agreement shall begin on the date hereof.

I understand and acknowledge the following as the Terms of Service:

### **Cookies**

The website uses cookies to help personalize your online experience. By accessing Cymafusion.com, you agreed to use the required cookies.

A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can only be read by a web server in the domain that issued the cookie to you.

We use cookies to collect information for security reasons in case of online payments and/or donations. These are required Cookies that are necessary for the operation of our website. These cookies do not require your consent as they always work. Please keep in mind that by accepting required Cookies, you also accept third-party Cookies, which might be used via third-party provided services if you use such services on our website, for example, a video display window provided by third parties and integrated into our website.

### **Medical disclaimer**

The products purchased are not intended to diagnose, mitigate, treat, cure or prevent any disease or health condition.

The customer understands and agrees that the content on this website is for reference purposes only and is not intended to substitute for advice given by a physician, pharmacist, or other licensed health-care professional.

The customer agrees to contact a health care provider immediately if she/he suspect of having any underlying medical condition, experience a healing crisis response, have any systemic health issues or detoxification symptoms from energy healing.

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

## **License**

Unless otherwise stated, cymafusion.com and/or its licensors own the intellectual property rights for all material on cymafusion.com. All intellectual property rights are reserved. You may access this from cymafusion.com for your own personal use subjected to restrictions set in these terms and conditions.

You must not:

- Sell, rent, or sub-license material from Cymafusion.com
  - Reproduce, duplicate or copy material from Cymafusion.com without giving due credit to Cymafusion.com
  - Redistribute content from Cymafusion.com without giving due credit to Cymafusion.com
- Membership and Use of Services:**
1. Access to the Members Area is granted only after the purchase of a valid membership package. Each membership is personal and non-transferable.
  2. Members may not share, lend, or otherwise provide their login credentials to any other person. Multiple users accessing the Members Area from one account is strictly prohibited.
  3. The healing sound programs, audio files, and frequency tracks made available through the Members Area are for streaming access only. Downloading, recording, or attempting to capture these files in any form is not permitted.
  4. You may not copy, reproduce, duplicate, distribute, or otherwise make available any material, whether from the public area or the Members Area of the website.
  5. Reselling, sublicensing, or redistributing the healing programs and frequency tracks, whether in original or modified form, is strictly prohibited.
  6. Any violation of these conditions may result in immediate termination of membership without refund, and Cymafusion.com reserves the right to pursue legal remedies for infringement of its intellectual property rights.

## **Intellectual Property**

1. All healing sound programs, frequencies, applicators, audio content, texts, graphics, logos, and other material provided by Cymafusion.com remain the exclusive intellectual property of Cymafusion.com.
2. No rights, licenses, or ownership transfers are granted to the customer beyond the limited right to personal use as outlined in these Terms and Conditions.

## **Membership and Use of Services**

### **Payment and Subscription Terms**

1. Membership is provided on a yearly subscription basis. The initial purchase includes one or more applicators of the customer's choice as well as one year of membership access to the Members Area where the sound therapy programs are stored and can be played.
2. After the first year, the membership will automatically renew annually. Customers will be charged on the anniversary date of their initial purchase for another yearly subscription, unless terminated as described below.

### **Termination of Subscription**

1. Cymafusion.com reserves the right to terminate memberships immediately in cases of misuse, breach of Terms and Conditions, or non-payment.
2. Customers may terminate their subscription at any time. No refunds will be issued for early termination. However, the customer will retain access to the Members Area until the end of the already paid subscription year. After that, the membership will be terminated, access will be denied, and the customer will not be charged for subsequent years. Failing to renew subscription payment will result in the termination of subscription.

### **Shipped items**

Actual product packaging and materials may contain more and/or different information from that shown on this website through which the products are purchased.

It is the customer's responsibility to read and follow all labels, instructions warnings and directions in connection with using these products.

Physical products purchased from this website won't generally be eligible for return and refund after the purchased item has been shipped. Damaged or defective goods may be replaced within 30 days of purchase upon showing proof of damage (video, photos) and after returning the damaged item. Cymafusion.com reserves the right to replace or refund a physical product.

Shipping of items occurs in most cases the next day after purchase.

### **Prices and Service**

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.

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.

### **Third party tools and services**

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 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.

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.

### **Errors**

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.

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

### **Posts and comments**

Parts of this website may offer users an opportunity to post and exchange opinions and information in certain areas of the website. Cymafusion.com does review Comments before their presence on the website. Comments do not reflect the views and opinions of Cymafusion.com, its agents, and/or affiliates. Comments reflect the views and opinions of the person who posts their views and opinions. To the extent permitted by applicable laws, Cymafusion.com shall not be liable for the Comments or any liability, damages, or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Cymafusion.com reserves the right to monitor all Comments and remove any Comments that can be considered inappropriate, offensive, or causes breach of these Terms and Conditions.

You warrant and represent that:

- You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
- The Comments do not invade any intellectual property right, including without limitation copyright, patent, or trademark of any third party;
- The Comments do not contain any defamatory, libelous, offensive, indecent, or otherwise unlawful material, which is an invasion of privacy.
- The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant Cymafusion.com a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats, or media.

### **Hyperlinking to our Content**

The following organizations may link to our Website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;

- Online directory distributors may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and
  - System-wide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.
- These organizations may link to our home page, to publications, or to other Website information so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products and/or services; and (c) fits within the context of the linking party's site.

We may consider and approve other link requests from the following types of organizations:

- commonly-known consumer and/or business information sources;
- dot.com community sites;
- associations or other groups representing charities;
- online directory distributors;
- internet portals;
- accounting, law, and consulting firms; and
- educational institutions and trade associations.

We will approve link requests from these organizations if we decide that: (a) the link would not make us look unfavorably to ourselves or to our accredited businesses; (b) the organization does not have any negative records with us; (c) the benefit to us from the visibility of the hyperlink compensates the absence of Cymafusion.com; and (d) the link is in the context of general resource information.

These organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are one of the organizations listed in paragraph 2 above and are interested in linking to our website, you must inform us by sending an e-mail to Cymafusion.com. Please include your name, your organization name, contact information as well as the URL of your site, a list of any URLs from which you intend to link to our Website, and a list of the URLs on our site to which you would like to link. Wait 2-3 weeks for a response.

Approved organizations may hyperlink to our Website as follows:

- By use of our corporate name; or
- By use of the uniform resource locator being linked to; or
- Using any other description of our Website being linked to that makes sense within the context and format of content on the linking party's site.

No use of Cymafusion.com's logo or other artwork will be allowed for linking absent a trademark license agreement.

We reserve the right to request that you remove all links or any particular link to our Website. You approve to immediately remove all links to our Website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our Website, you agree to be bound to and follow these linking terms and conditions.

If you find any link on our Website that is offensive for any reason, you are free to contact and inform us at any moment. We will consider requests to remove links, but we are not obligated to do so or to respond to you directly.

### **Content Liability and website 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.

The customer agrees 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.

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.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and prohibitions of liability set in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer, including liabilities arising in contract, in tort, and for breach of statutory duty.

In no case shall Cymafusion.com, 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.

You agree to indemnify, defend and hold harmless Cymafusion.com 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.

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.

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.

You understand and agree that the owners of this site shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if the owners of this site have been advised of the possibility of such damages), resulting from the use or the inability to use the product(s) and or service(s) or any misuse of the product(s) and or service(s) in a manner not in accordance with their intended use.

### **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 Switzerland.

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.

### **Privacy Policy**

1. Cymafusion.com collects and stores only basic membership data, including name or nickname and email address, in accordance with the highest privacy standards.
2. Credit card information is always encrypted during transfer over networks.  
Payment and credit card information is collected and processed by secure third-party payment service providers. The privacy policies of these third parties apply to the handling of payment information.

### **Terms of Statement**

You understand and agree to the Terms of Service to all of the above when using this website and purchasing products from it.