

Heart Speak Terms of Use

You understand and agree to this disclaimer

By using Heart Speak, you are acknowledging that you understand and agree to this disclaimer, and that you take full responsibility for your own healing, health, decisions and actions.

While using Heart Speak, you agree to abide by these terms and conditions. The policy is updated based on the date provided above. Heart Speak has full right to modify these terms based on our discretion. If you do not agree to any of the terms, provided herein, please do not use Heart Speak.

Heart Speak as Service Provider.

Heart Speak may contain links to third party providers and to Content that is uploaded by organizations, including videos, images, descriptions, links and other Content. Heart Speak is not responsible or liable for these third party sites and you should review any terms of use when entering those sites or viewing their content.

Heart Speak Accounts.

In Heart Speak, you are asked to create an account, access information and or upload data to help use the Heart Speak site or application. This account is only available for individuals that are 13 and older. If you create an account, you are required to provide complete and accurate information. If you have created an account and do not wish to access Heart Speak Content, you should ask us to manually deactivate your account. In case you have created a password, you should keep this confidential at all times. The Heart Speak site must be used based on our guidelines and policies and if Heart Speak determines in its sole discretion that you are not using the site in the way it was intended, we have the right to deactivate your account at any time.

No claims of medical treatment or cure

Heart Speak makes no claims of medical treatment or cure. The content on this website (spoken, written, and otherwise) does not deal with the medical or physical component of healing. The techniques described and used on this website may or may not facilitate physical healing. They are supportive and integrative, and they may or may not complement medical care. They are not a medical treatment, diagnostic method or prevention method. Consult your physician for medical diagnosis and treatment.

By using Heart Speak, you assume all responsibility for outcomes or lack thereof, and you hold Heart Speak harmless.

No guarantee of accuracy, reliability, etc.

The information, products, services and other material included in or available through Heart Speak may not be complete, and may include inaccuracies or typographical errors, and may

also be modified or deleted from time to time. Advice, information, services or other materials received via Heart Speak should not be relied upon for personal, medical, legal, business, financial or other decisions and are not intended to replace the advice of appropriate and qualified professionals. By accessing or using this site you acknowledge that you should consult an appropriate professional for specific advice tailored to your situation.

Use at your own risk

Your access to and use of the Heart Speak website content and services are at your own risk. Heart Speak, and its members and sponsors, will not be liable for any damage, loss or disclosure of information, data, revenue, accounts or business that occurs in connection with your use of this website or Heart Speak products or services.

Availability of the Heart Speak website

Availability of the Heart Speak website depends on services provided by third parties, including but not limited to web hosting services. Heart Speak is not liable for outages of the website caused by events outside our control, e.g. actions and failures of the hosting service, or other service providers upon whom we are dependent.

Limited to Personal Use

Heart Speak provides information, services and products for healing, health, and other life objectives, using the spoken word. Your use of this website content is limited to personal use. You may not make any commercial use of the content of the Heart Speak website. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, audio products, products, services or benefits obtained from Heart Speak without the express written consent of Heart Speak.

Copying prohibited

All forms of copying, sharing, or teaching any material, content, written or audio, in this product, are prohibited without written permission from Heart Speak. Audios are proprietary and may not be shared, either in their entirety or in clips. Any violations of this policy may result in immediate termination of membership without refund.

Submitted GEMs

All submitted GEMs that are accepted for publication on the Heart Speak website become the sole property of Heart Speak. Heart Speak reserves the right to reject submitted GEMs for any reason.

Copyright Protection

All content, audio and video samples, images, animation, products and services are copyright protected by Heart Speak, LLC. All Rights Reserved. 2017.

You represent and warrant that any material you post to Heart Speak, does not infringe another party's intellectual property rights or any federal, state, or local and country law that may

apply regarding the posting of material. You also agree that any Content you post will not infringe on any third party right -- including copyright, trademark, patent, right of publicity or other intellectual property right, and will not slander, defame, libel or invade the right of privacy or publicity of any other person. If you submit any Content to Heart Speak (translations, questions, comments or otherwise) you understand and agree that it may be used by Heart Speak throughout the world without requirement or consent. You agree that you provide a license for Heart Speak to use your Content worldwide, non-exclusive, royalty free and perpetual non-revocable license for Heart Speak to use throughout the world in whole or in part, in any media platforms available now or developed in the future. If you post material or misuse Heart Speak in a way that infringes on another party's intellectual property rights, or these policies, you understand that we may remove the posting and that you agree to indemnify Heart Speak based on the indemnification provided below.

Release and Indemnity

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO RELEASE AND WAIVE ANY AND ALL CLAIMS AND/OR LIABILITY AGAINST HEART SPEAK ARISING FROM CONNECTION WITH YOUR USE OF HEART SPEAK. YOU ALSO AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HEART SPEAK, OFFICERS, DIRECTORS, EMPLOYEES AND THIRD PARTY LICENSORS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM: (I) YOUR USE OF AND ACCESS TO THE HEART SPEAK CONTENT AND USE OF THE HEART SPEAK WEBSITE; (II) YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE; (III) AND YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL HEART SPEAK, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE ACCESS OF, USE OR INABILITY TO USE HEART SPEAK CONTENT, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON INFORMATION, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETIONS OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERY OF INFORMATION, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE.