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Please review our [Privacy Policy](#), which also governs your visit to the Site, so that you may understand our privacy practices.

## **Purchase Related Policies**

The products and services available on the Site, and any samples thereof we may provide to you, are for personal use only. You may not sell or resell any of the products or services, or samples thereof; you purchase or otherwise receive from us. We reserve the right, with or without notice, to cancel or reduce the quantity of any orders that we believe, in our sole discretion, may result in the violation of our Terms and Conditions.

For additional policies related to orders placed through this Site (such as order processing, shipping and handling, returns and exchanges), [click here](#).

## **Accuracy of Information**

We attempt to be as accurate as possible when describing our products on the Site; however, to the extent permitted by applicable law, we do not warrant that the product descriptions, colors or other content available on the Site are accurate, complete, reliable, current, or error-free.

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### **Your Obligations and Responsibilities**

In the access or use of the Site, you shall comply with these Terms and Conditions and the special warnings or instructions for access or use posted on the Site. You shall act always in accordance with the law, custom and in good faith. You may not make any change or alteration to the Site or any Content or services that may appear on this Site and may not impair in any way the integrity or operation of the Site. Without limiting the generality of any other provision of these Terms and Conditions, if you default negligently or willfully in any of the obligations set forth in these Terms and Conditions (including our Privacy Policy), you shall be liable for all the losses and damages that this may cause to Light & Soul, our affiliates, partners or licensors.

### **Your Account**

You may choose to register at our Site. If you do, you will have an email address/username and password for your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your

account, username and/or password. You agree to provide only accurate, truthful information.

We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these Terms and Conditions or if we decide, in our sole discretion, that it would be in Light & Soul's best interests to do so.

### **Representations and Warranties; Limitation of Liability**

THE SITE IS PRESENTED "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS AND CONDITIONS OR THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE RESPONSIBLE OR LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE), UNDER ANY CIRCUMSTANCES, FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THE SITE; (c) DATA NON-DELIVERY, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (D) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF OFF-WEBSITE LINKS ON THE SITE; (E) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY WEBSITES (F) ANY INACCURACIES OR OMISSIONS IN CONTENT OR (G) EVENTS BEYOND OUR REASONABLE CONTROL.

FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) RELATED TO THE SITE REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED DOLLARS (\$100.00).

### **Indemnification**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site. You also agree to indemnify us for any loss,

damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

## **Disputes**

With respect to any dispute regarding the Site, all rights and obligations and all actions contemplated by these Terms and Conditions shall be governed by the laws of New York, as if the Terms and Conditions were a contract wholly entered into and wholly performed within New York. Any dispute relating in any way to your visit to the Site shall be submitted to confidential arbitration in New York, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors, we may seek injunctive or other appropriate relief in any court and you consent to exclusive jurisdiction and venue in any such court. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

## **General**

You acknowledge and agree that these Terms and Conditions, which include our [Privacy Policy](#), constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the Site. Any changes are effective immediately upon posting to the Site. Your continued use of the Site constitutes your agreement to all such terms and conditions. We may, with or without prior notice, terminate any of the rights granted by these Terms and Conditions. You shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

Any legal issues can be emailed directly to customer service at [cs@lightandsoul.com](mailto:cs@lightandsoul.com)