

# TERMS & CONDITIONS

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Magdalene's Journey™ is a book written by Renee Blodgett and Anthony Compagnone who are the founders of Blue Soul Earth®, whose mission is to raise global consciousness and accelerate ascension through events, workshops, a Summit®, Blue Soul Circles™, Blue Soul Publishing™ and Blue Soul Travel® which is dedicated to spiritual and mindful travel. This website is dedicated to information about the book Magdalene's Journey™ and offers resources and additional content, all of which is owned and managed by Blue Soul Earth®.

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Certain products or services offered by this website may be governed by additional terms ("Additional Terms") presented in conjunction with those products or services. You must agree to these Additional Terms before using those areas. The Additional Terms and this Agreement shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

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If you believe that any content on our sites infringes on your or the work of a third party on whose behalf you are entitled to act, notify us in what way that it constitutes copyright infringement. The notice should be in writing & sent to info at bluesouleearth dot com with COPYRIGHT CONCERN in the subject line and include the following:

- A statement that you have identified material on a service that infringes your copyright (or infringes the copyright of a third party on whose behalf you are entitled to act);
- A description of the copyrighted work that you claim has been infringed, which should include the type of work (such as a book or a sound recording) and any relevant further details (such as the title and date of publication, as applicable);
- The country or countries to which your copyright applies;

- A description of the way in which the copyright material has been infringed;
- A description of where the material that you claim is infringing is located on our site (including a URL and screen shot);
- Your name, address, telephone number, and email address so that we may get in contact with you;
- A statement by you that you have a good faith belief that the disputed use of the copyrighted work is not authorized by the copyright owner (or by a third party who is legally entitled to do so on behalf of the copyright owner) and is not otherwise permitted by law;
- A statement by you, made under penalty of perjury, that the notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature (which may be a scanned copy) of the copyright owner.

Upon receipt of a valid DMCA notice, Blue Soul Earth® will remove the infringing material as soon as possible and provide a copy of the notice to the user who uploaded the material.

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## Community Guidelines & Principles

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Our mission is to raise consciousness at a global level through events, books, retreats, workshops and circles which is dedicated to spiritual and mindful travel. Magdalene's Journey™ subscribers agree to the following community guidelines and principles and ask that you, as a contributing author, user of the site, reader of the site or commenter on the site, do the same. Fundamentals of these guidelines include:

- **Be Respectful:** We takes great pride in hosting, participating in and connecting to a global community that embraces different points of view, cultures, religions and faiths, attitudes and perspectives from around the world. Remember that people come from all walks of life – they have different ideas about the world, different experiences and lifestyles and as you'd expect, their style of living and traveling will differ than your own. Their confidence level may be different than your own. Their level of fear or acceptance may be different than your own. Consider this when you engage with the community, writers and readers.
- **Think before you act or speak:** No profanities, porn, spamming, defamation, illegal activities, violation of people's private information or trying to gain commercially from the website.
- **Provide Value to the Conversation:** Remember that this is a site centered around spirituality and consciousness, so keep it relevant and provide value to the community. If the comment or post is off-topic, or off-color, we'll remove them. Providing value is the best way to increase engagement and create a longstanding community that will support you back. Being part of a community means respecting the guidelines and subject matter. If you want to be a valuable member of our community, provide value. If you're posting a comment, try to provide context and be as specific as you can. Think whether your comment will help someone in the community or comment thread rather than promoting your interests.

- **Encourage & Be Purposeful:** Some people who read the site may be new to a spiritual path or new to some of the discussions that may arise from blog posts and comment threads. Encourage diversity and new ideas – it helps everyone get to the place they wish to go. Be purposeful when you share what you have to say, whether here on the Blue Soul Earth® website (s) or in the real world. It makes everyone feel better, including you.
- **Flag & Report Inappropriate Behavior:** we are proud of the Magdalene and Blue Soul Earth® community and want you to be too. If you see bad behavior or people not subscribing to “best practices”, use flags, report problem content or contributors to the community.
- **Use Common Sense:** remember to use common sense with anything you read. Much of the content is experiential and opinion oriented. Use the content as a resource to learn about new beliefs and experiences, not as the ultimate truth. The only ultimate truth is your own personal one so continue to do your own research & contribute what you learn – it makes all of us more compassionate & empathetic human beings.
- **Spiritual Content:** This website may include wellness and spirituality information but we nor do all of our contributors profess to be health or “spiritual” experts. Note that the content in the wellness and spirituality sections are based on personal experiences and we do not recommend that any product will solve a problem or issue that you have. Seek advice from your own health, wellness and alternative practitioners before trying any products, services or experiences.
- **Don’t use website as a promotional vehicle:** don’t use the site in any way to promote a website, product, hotel, business or person: this is a community, not a place to pitch a business, promote one or financially or otherwise benefit one.
- **No Advertising, Surveys or Spam:** NO solicitation, posting of surveys, advertising, affiliate or links to promote SEO, traffic or sales will be tolerated.
- **Don’t Be or Feed a Troll:** if you’re new to the web, trolls aren’t the type of people we want on our site. They are known to purposely post messages or content to push a directive or idea, and most of the time, it’s not positive. It is a bad idea to connect with, debate or argue with a troll. This behavior is considered “feeding the troll.” Best practices in these cases are to ignore them, use red flags and contact us so we know they exist and can delete inappropriate comments that we deem are damaging to or not productive to the Blue Soul Earth community.
- **Don’t Pitch your Kickstarter or IndieGoGo Campaign:** truth be told, we love both sites and crowdfunding campaigns in general. We think crowdfunding campaigns are great ways to get a new idea or product going that can’t get funding elsewhere. We believe in great causes, useful products and services and know that there are tons of worthwhile campaigns on both platforms. That said, this website is not the place to promote it or direct traffic to your campaign.
- **Unsolicitation & Decency:** you agree that you will not:
  - Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as “spam”), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
  - Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through the website, or any postings which advocate illegal activity.
  - Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable.

These terms and conditions apply to all content on the website and serves as a binding agreement for all content on the site. As a contributor to the site, you agree to the following:

**Applications:** If you engage with someone else's **application** on a site (e.g. using or posting content on the application), an independent legal relationship is formed between you and the application provider. An application provider may impose terms on your use of their application.

**Removal of Content & Termination of Collaboration:** We have the right (but not the obligation) to remove any or all of your blog posts that fail to comply with the foregoing, or for any other reason, without notice to you using our own discretion. We may terminate or suspend your blogger agreement if you have breached these terms or if the breach is serious.

**Inappropriate Content:** Blue Soul Earth® also reserves the right to remove any content that:

- is racist in nature, sexist, homophobic, sexually explicit, abusive or otherwise objectionable
- may disrupt, provoke, attack or offend others
- include swear words or other language that could offend others
- break the law or condone or encourage unlawful activity, including breach of copyright, defamation and contempt of court
- self-promote, or advertise products or services of your own or others for profit or gain
- could be seen to impersonate someone else
- include contact details such as phone numbers, postal or email addresses
- contain affiliate links or links to other websites which break our editorial guidelines
- describe or encourage activities which could endanger the safety or well-being of others
- is considered 'spam', over the top/duplicate content that can hurt or negatively impact Blue Soul Earth
- is considered to be off-topic for Blue Soul Earth community and clients

As a contributor of any content you provide on the site, you confirm that you:

- a. own the copyright to all of the work you upload to the site and have the express right and permission from the owner of the content to upload it and license to the website (and you can post it anywhere else you wish) however, by submitting any content to the website (including text, videos, photographs or audio materials) and in exchange for good and valuable consideration, the receipt and adequacy of which you hereby acknowledge, you grant Blue Soul Earth® a non-exclusive, worldwide, royalty-free, irrevocable, perpetual license to exercise all rights under copyright law with respect to such content, which Blue Soul Earth® may use, publish, edit/alter and distribute on their websites and other properties and those of their affiliates and business partners, as well as for marketing and promotional purposes, online or offline, in any medium and mode of delivery. If you would like to include someone else's copyright material, trademark or other intellectual property in your content you must first obtain and keep their written permission that legally authorizes the right to do so. are able to grant Blue Soul Earth® the rights under these Terms and Conditions (so, for example, you cannot grant us exclusive rights if you have already granted someone else exclusive rights);
- b. have obtained the consent of the owner of any work incorporated into the content you upload on the sites; because serious legal consequences can happen to you, Blue Soul Earth®, and other parties if you do not (like legal action for infringement);
- c. have ensured that it does not infringe or violates any law, rule or regulation or the rights or intellectual property rights of any person or entity (or encourage anyone else to do so);
- d. disclose any financial conflicts of interest related to the issue they are writing about. As a blogger and/or content contributor, if you receive payment or income from a company, organization, group, or individual with a financial stake in the issue he/she is weighing in on, that information should be disclosed at the bottom of the applicable blog post as noted above;

- e. confirm that your content does not contain anything that breaches any laws or rights, including by: defaming any person, breaching any intellectual property rights, containing personal information, containing commercial advertising, containing excessively coarse language or content which would be rated X or pornography, etc.;
- f. **consent** to your content being altered, edited or adapted for such uses, or to ensure your content does not infringe these terms or breach the law, as we see fit in a way that fits with the style and formatting of Blue Soul Earth website (s), including headlines and links;
- g. are posting content that is not objectionable, inaccurate, racist, inflammatory, obscene, threatening, pornographic, harassing, hateful, or ethnically offensive;
- h. are not using content that is an advertisement or solicitation of business or contributions or does not include affiliate links for which you are being compensated for financially or in kind and is not against the interests of Blue Soul Earth® or partners, contributors or readers as a whole.

Reporting Abuse or Defamation: If you believe any content infringes these terms, contact us and let us know.

## Fees

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## Third-Party Merchants

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This website may enable you to order and receive products, information and services from businesses that are not owned or operated by Blue Soul Earth®. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. Blue Soul Earth® does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services.

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## Subscription Services

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This website may offer certain Magdalene's Journey™, Study with Spirit® and Blue Soul Earth® Subscription Services such as newsletters (collectively "Blue Soul Earth Subscription Services"). By registering for Blue Soul Earth® Subscription Service, you will be subject to any charges and rules set forth in the description of that service.

## Premium Services

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Some Blue Soul Earth® Internet Services on this website, including certain Magdalene's Sisters™, Magdalene's Journey™, Blue Soul Earth Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee ("Blue Soul Earth® Premium Service"). By using the Blue Soul Earth® Premium Service (s), you will be subject to any charges and rules set forth in the Additional Terms for that service. Premium Service Additional Terms can be found in Section A.

## Limitations on Liability

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## Marketing: Online Surveys/Contests

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There may be times that this site, Blue Soul Earth® and/or Magdalene's Journey™, and/or Magdalene's Sisters™ will conduct online surveys and contests. As such, you may be asked for contact information (i.e., name, email address, etc.) and demographic information (like zip code or age). We may use this contact information from our surveys and contests to provide you with information about our company and promotional material on behalf of some of our partners, and to contact you when necessary.

## Banner Advertising

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Blue Soul Earth® may utilize ad-server software from another company to place banner advertising on our sites. All of the data provided and generated by the ad-server software remains in our possession and no data is transferred to the licensor of the software. This feature of our site may, on occasion, set “cookies” on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.

## Additional Supplemental Information

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To enhance our ability to tailor this site to your preferences, we may combine information that you provide us on registration and other online sign-up forms with other information about you that we may obtain. We do not share that information with any other party.

## Newsletter Opt-Out

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This website provides you the opportunity to opt-out of receiving email communications from us and our special relationship partners, hosts and advertisers. To opt-out of receiving email communication, you may modify your registered user information on our site or email info at bluesoulearth dot com.

## Your Personal Information

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Blue Soul Earth® employs reasonable security measures consistent with standard industry practice, for information collected through this website. We use internal protections to limit access to users’ personal information to only those individuals, employees, consultants and interns who may need the information to perform a specific job and role.

## Children’s Personal Information

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Consistent with the Children’s Online Privacy Protection Act:

- This site does NOT collect, use, or disclose personal information (including online contact information) of children under the age of 13.
- In the event that a child under the age of 13 attempts to register on our site, we will NOT accept the registration and will delete information received from the child.
- In the event that a child posts personal information in a public forum such as a chat room, we will attempt to delete that information once we become aware of it.

## Information Sharing with Third Parties

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At times, Blue Soul Earth® may partner or collaborate with an individual or another company that is not owned by Blue Soul Earth® to provide additional features at this site. These special relationships may include “powered by” partners, business partners, sponsors, co-branded sites, co-branded pages. These might include pages that share our name and that of another entity. You should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third-party partner. You should also check our partner’s website for information regarding its privacy policies. Also, the nature of some features of our site may require that we share personal information about you with persons or companies outside of the Blue Soul Earth® umbrella of services, companies and Website (s). For example, this may occur at a feature that enables you, via our site, to ask questions of persons or entities that are not part of the Blue Soul Earth® umbrella of services, companies and website (s). By responding to those features of the site, whether by email or direct entry of information on our Website, you are consenting to our transferring that information to such persons or entities.

With respect to specific registration modules, like contests, we may disclose personal information collected, and we will post a conspicuous statement on the registration module to the effect that we will be disclosing the information collected with third parties. We may additionally share any of the information collected from you with these other non-Blue Soul Earth companies in an aggregate basis. The aggregated information is not linked to any information that can identify you.

## Technology: IP Address & Log Files

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We may use your IP address to administer our website, to help diagnose problems with our server, to analyze trends, to track users' webpage movements, to help identify you and your shopping cart, and to gather broad demographic information for aggregate use.

## Technology: Cookies

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This website may use a standard technology called "cookies" to collect information about how you use the site. Cookies reside on your computer and help our website to recognize your computer's browser as a previous visitor. This information allows us to customize delivery of information. For example, our site may use cookies to save and remember registration information or preferences that you may have set while browsing the site, to keep track of your shopping cart, to ensure you don't see the same ad content repeatedly, to deliver content specific to your interests, and to save your password so you don't have to re-enter it each time you visit our site. We use cookies only to gather information as indicated in this policy.

In addition, on occasion our site may also set a "session cookie" which helps us administer the site. The session cookie expires when you close your browser and does not retain any information about you after it expires.

## Technology: Links

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## Shopping & Commercial Services

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This website may offer shopping services, which may be offered by us or by a firm that operates a store under contract with us. If our site offers shopping or other commercial services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (like name or email address), financial information (like account or credit card numbers), and demographic information (like zip code or age).

We will use the financial information that you provide to bill you for products and services. By giving our site your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order.

We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.



## Public Forums

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This site may make available chat rooms, forums, message boards, and news groups. Please remember that any information that you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

## Sale or Merger

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If this site is sold to, or merges with, another company not owned by Blue Soul Earth®, you should expect that some or all of the information collected from this website may be transferred to the buyer/surviving company. If so, Blue Soul Earth® will seek to obligate the acquiring company to use any personal information transferred by this site in a manner consistent with this statement, but cannot guarantee that it will be able to impose that requirement or that the acquiring company will comply.

## Blue Soul Earth Disclosures

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This site does contain some content which might present a conflict of interest.

## Use of Blue Soul Earth® Content, Information or Materials

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## Legal Guidelines

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- **Legal Disclosure:** You agree that if Blue Soul Earth® is legally required to disclose information that we have about you (including your IP address and location, name and user name) to third parties or the government, we may do so, without notice to you.
- **Complaints and Inquiries/Choice of Law.** For bloggers, contributors and commenters, if you violate any of the terms, or we receive an inquiry or complaint about your post, you agree that you are responsible, and you agree to indemnify and hold harmless Blue Soul Earth® for all resulting claims and liabilities.

- These Terms and Conditions shall be governed by the laws of the United States and the State of California in the city of San Francisco, applicable to agreements made and to be performed therein without regard to conflict of laws principles. BY CONTINUING TO USE OUR SITE, YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS.
- The caption to each Section of these Terms and Conditions are for convenience of reference only and shall be ignored in the construction or interpretation hereof.

## Privacy

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- Please check out our Privacy policy [here](#).

## Policy Information: Sessions, Events, Consulting, Workshops

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The information from Magdalene's Sisters™, Magdalene's Journey™, Blue Soul Earth® Workshops and Events is provided for educational purposes only to promote understanding and knowledge of the topic. This course is not designed to and does not provide medical advice, professional diagnosis, treatment, or services to you or to any other individual. It is not intended to be a substitute for professional medical advice, diagnosis or treatment. No portion of this material is intended to offer professional legal, medical, personal or financial advice. The information contained herein cannot replace or substitute for the services of trained professionals in any field, including, but not limited to, medical, psychological, financial or legal matters.

Under no circumstances will Blue Soul Earth® or any of its representatives or contractors be liable for any special or consequential damages that result from the use of, or the inability to use, the information or strategies communicated through these materials or any services provided prior to or following the receipt of these materials, even if advised of the possibility of such damages.

Teachings and sessions which are conducted over the phone or via Skype, Zoom or online Webinars or in person may be offered at future dates for purchase. Some private sessions are done in-person. Private sessions, teachings, workshops and consultations must be paid in advance. Payment confirms and reserves the date and time.

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There is no guarantee regarding your success in your personal or business life using any of the readings, teachings, consulting information or insights from sessions or in any of the materials which are provided or found on the website. Your level of success in attaining results is dependent upon a number of factors including your skill, knowledge, ability, dedication, personality, market, audience, business savvy, business focus, business goals, partners, luck, and financial situation. Because these factors differ according to individuals, we cannot guarantee your success, nor can we state that any results suggested in these materials are typical. These statements and the strategies offered in these materials are simply our opinion or experience. As stipulated by law, no future guarantees can be made that you will achieve any results or income from our information and we offer no professional medical, psychological, legal or financial advice.

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## Changes to This Agreement

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Blue Soul Earth® reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. Blue Soul Earth® will provide notice of such change on this Blue Soul Earth website. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of the Blue Soul Earth® constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this website, services, private sessions, events, recordings, products or other printed material.

## Liability, Disclaimer & Indemnification

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BLUE SOUL EARTH® IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR BLUE SOUL EARTH SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

**Indemnification:** You agree to indemnify, defend and hold harmless Blue Soul Earth® and its subsidiaries, their respective members, agents, distributors, licensors, shareholders and affiliates, and their officers, directors and employees from and against all claims, actions, damages, demands, liabilities, losses, costs and expenses, including without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, any violation by you of these Terms and Conditions, Additional Terms or by any breach by you of your representations and warranties hereunder and herein or otherwise arising in any way out of your use of this website and any related Blue Soul Earth® Website (s) services, Internet services, software, events, memberships, seminars, private sessions or retreats.

You agree to indemnify, defend and hold harmless Blue Soul Earth® and its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from any consideration or issue in connection with a demand, allegation, action, proceeding or claim that you do not own all of your work, you are not able to grant Blue Soul Earth® rights or you do not have the consent of an owner to incorporate their work into yours. You will be responsible for any harm we suffer as a result of your violation of these terms and conditions or as any breach by you of your representations and warranties: Blue Soul Earth® reserves the right to take over the exclusive control and defense of any claim for which we are entitled to indemnification. In such event, you shall provide us with full cooperation as is reasonably requested by us in asserting any available defenses.

## How to Contact Us

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The most current version of these Terms and Conditions can be viewed at any time at [info at bluesoulearth dot com](mailto:info@bluesoulearth.com).

# **Section A**

## **Premium Service Additional Terms**

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You may register for a Blue Soul Earth® Premium Service by reading and agreeing to the Terms of Use Agreement and these Premium Service Additional Terms, and by completing the registration form. If you do not agree to abide by the Terms of Use Agreement and these Premium Service Additional Terms, you may not register for the Blue Soul Earth® Premium Service.

## **Member Account and Password**

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You are responsible for any membership name and password that is associated with your account during registration for any Premium Services. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account & agree to notify us immediately of any unauthorized use of your account.

## **Charges for Blue Soul Earth® Premium Service (s)**

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Blue Soul Earth® will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge. In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

## **Cancellation: Premium Service or Streaming Subscription Service**

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You may cancel your membership in this Premium Service or Blue Soul Earth® Streaming Subscription Service at any time by contacting us using the contact information provided on this Premium Service. In the event that you have paid a fee to register on this site, we will return the unused portion of your membership fee on a 52-week pro-rated basis within ninety (90) days of your cancellation of your membership.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

## **Streaming Subscription Service Additional Terms**

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You may participate in this Blue Soul Earth® Streaming Subscription Service by reading & agreeing to the Terms of Use Agreement and these Blue Soul Earth® Subscription Service Additional Terms (“Additional Terms”) & by completing the required registration form. If you do not agree to abide by the Terms of Use Agreement & these Additional Terms, you may not participate in this Blue Soul Earth® Streaming Subscription Service. These Additional Terms and the Terms of Use Agreement shall apply equally. In the event of an inconsistency between these Additional Terms & the Terms of Use Agreement, the Additional Terms shall control.

## Member Account & Password

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The registration process for this Blue Soul Earth® Streaming Subscription Service requires you to provide us with complete & accurate information as requested in our online registration form. After you have fully completed the registration form, you will then be given a password & user name. The combination of the e-mail address & user name form a unique identifier for your account. If we do not recognize the device by which you access this Blue Soul Earth Streaming Subscription Service from a previous sign in, you will be asked to enter the e-mail address on file to help locate your account. It is your responsibility to maintain the confidentiality of your password & account. You are solely & entirely responsible for any and all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

## Streaming Subscription Service Charges

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This Blue Soul Earth Streaming Subscription Service may be offered for a fee. Blue Soul Earth® reserves the right to change the fee for this Service at any time. Failure to pay may result in your loss of access to this Service. Blue Soul Earth® will provide notice of any charges, or extra charges, before you register for or receive subscription content. You are responsible for any charges for subscription content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge. In the event that you pay by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

## Representation & Warranties

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You agree and warrant that you will not:

- Attempt to gain unauthorized access to this Blue Soul Earth® Streaming Subscription Service, any related website, other accounts, computer systems or networks connected to this Blue Soul Earth Streaming Subscription Service, through hacking, password mining or any other means;
- Obtain or attempt to obtain any materials or information from this Blue Soul Earth Streaming Subscription Service through any means not intentionally made available, including harvesting or otherwise collecting information about others such as e-mail addresses; or
- Otherwise cause damage or exploit information for commercial purposes on or through this Blue Soul Earth Streaming Subscription Service;
- As a condition of your use of this Blue Soul Earth® Streaming Subscription Service, you agree and warrant that you will access this Service from no more than three devices at a time (desktop, laptop, handheld or other device affording access) in your control. You also agree not to email, post, or otherwise disseminate your user ID, password, links, or other information by which you access this Blue Soul Earth® Streaming Subscription Service.

You acknowledge that should you violate these representations, warranties or conditions, or any other part of the Terms of Use or Additional Terms, your subscription may be terminated without notice, and you may be held responsible for damages caused by your actions.

## Modification of These Terms of Use

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Blue Soul Earth® may from time to time change the terms and conditions governing this premium service. It is important that you regularly review these terms and conditions to stay informed with regard to any changes in the terms and conditions governing your use of this premium service. Your continued use of this premium service constitutes your agreement to all such terms and conditions.