

# Terms and Conditions

## Agreement between User and seabreezelight.com

Welcome to seabreezelight.com. The seabreezelight.com website (the "Site") is comprised of various web pages operated by SeaBreeze Works of Light LLC ("The Company"). seabreezelight.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of seabreezelight.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

seabreezelight.com is an E-Commerce Site.

The Company provides a variety of products including jewelry and photography. The products offered are subject to change at any time. The policies herein apply to any and all products and future product changes. The Company also offers services in the form of Crystal Lightwork Sessions.

## Privacy

Your use of seabreezelight.com is subject to The Company's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

## Electronic Communications

Visiting seabreezelight.com or sending emails to The Company constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

## Children Under Thirteen

The Company does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use seabreezelight.com only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

All sales are final on all products and services offered. There are no refunds or credits for products once the product has been purchased. In the event that a product arrives severely damaged, please email breana@seabreezelight.com.

Services (Crystal Lighwork Sessions): There are no refunds. Cancellations require 24 hours notice prior to the appointment start time in order to be able to reschedule. There are no refunds or credits for cancellations with less than 24 hours notice, missed appointments without notice, or lateness in excess of 10 minutes after the appointment start time. IN case of an emergency, please email (breana@seabreezelight.com) as soon as possible.

### **Links to Third Party Sites/Third Party Services**

seabreezelight.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of The Company and The Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Company of the site or any association with its operators.

Certain services made available via seabreezelight.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the seabreezelight.com domain, you hereby acknowledge and consent that The Company may share such information and data with any third party with whom The Company has a contractual relationship to provide the requested product, service or functionality on behalf of seabreezelight.com users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use seabreezelight.com strictly in accordance with these terms of use. As a condition of your use of the

Site, you warrant to The Company that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of The Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. The Company content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of The Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of The Company or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your The Company account to third party accounts. By connecting your The Company account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by The Company from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the The Company Content accessed through seabreezelight.com in any country or in any manner prohibited by any applicable

laws, restrictions or regulations.

## **Indemnification**

You agree to indemnify, defend and hold harmless The Company, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with The Company in asserting any available defenses.

## **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

## **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH

AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and The Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT,

NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SEABREEZE WORKS OF LIGHT LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **Disclaimer**

The Company's Products and Services are for informational and educational purposes only. To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Products and Services, including without limitation any liability for any accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, physical, mental, emotional, or spiritual injury or harm, loss of income or revenue, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Products and Services participant or user, including you.

## **Medical Disclaimer**

The Company's Products and Services are not to be perceived as or relied upon in any way as medical advice or mental health advice. The Company's Products and Services are provided for informational purposes only, and does not intend to substitute professional medical advice, diagnosis, or treatment. The information provided through our Products and Services is not intended to be a substitute for professional medical advice, diagnosis or treatment that can be provided by your own physician, nurse practitioner, physician assistant, therapist, counselor, mental health practitioner, licensed dietitian or nutritionist, member of the clergy, or any other licensed or registered health care professional. Do not disregard professional medical advice or delay seeking professional advice because of information you have read in The Company's Products and Services, or received from The Company. Do not stop taking any medications without speaking to your physician, nurse practitioner, physician assistant, mental health provider or other health care professional. If you have or suspect that you have a medical or mental health issue, contact your own health care provider promptly. The Company is not providing health care, medical or nutrition therapy services or attempting to diagnose, treat, prevent or cure in any manner whatsoever any physical ailment, or any mental or emotional issue, disease or condition. The Company is not giving medical, psychological, or religious advice whatsoever.

## **Not a Doctor Disclaimer**

I am not a doctor or any kind of medical professional. Company's Products and Services do not constitute any professional medical advice, diagnosis, or treatment.

## **Financial Disclaimer**

The Company's Products and Services are not to be perceived or relied upon in any way as business, financial or legal advice. The information provided through our Products and Services is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, or financial advisor. The Company is not giving financial or legal advice in any way. You are hereby advised to consult with your own accountant, lawyer or financial advisor for any and all questions and concerns you have regarding your own income and taxes pertaining to your specific financial and/or legal situation. You agree that The Company is not responsible for your earnings, the success or failure of your business decisions, the increase or decrease of your finances or income level, or any other result of any kind that you may have as a result of information presented to you through The Company's Products and Services. You are solely responsible for your results. The Company's Products and Services are for informational purposes only and is not intended to be personal financial advice. There is an inherent risk involved with financial decisions and The Company will not be liable for any user's loss, cost, or damage resulting from use of the information provided.

## **Earnings Disclaimer**

You acknowledge that SeaBreeze Works of Light LLC has not and does not make any representations as to the health physical, mental, emotional, spiritual or health benefits, future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of your participation in the Company's Products and Services. The Company cannot and does not guarantee that you will attain a particular result, positive or negative, financial or otherwise, through the use of Company's Products and Services and you accept and understand that results differ for each individual. Company also expressly disclaims responsibility in any way for the choices, actions, results, use, misuse or non-use of the information provided or obtained through any of our Products and Services. You agree that your results are strictly your own and we are not liable or responsible in any way for your results.

## **Warranties Disclaimer.**

SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS MAKES NO WARRANTIES AS TO THE PRODUCTS OR SERVICES PROVIDED ON THE SITE OR THROUGH SERVICES. YOU AGREE THAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS DO NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL BE FUNCTIONAL, UNINTERRUPTED, CORRECT, COMPLETE, APPROPRIATE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE SITE, CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SEABREEZE WORKS OF LIGHT LLC AND/OR ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF PRODUCTS OR SERVICES OR ON THIRD-PARTY WEBSITES IN TERMS OF THEIR CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE.

### **Termination/Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of New Mexico and you hereby consent to the exclusive jurisdiction and venue of courts in New Mexico in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Company as a result of this agreement or use of the Site. The Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by The Company with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.



Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Company with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Company with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or 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. It is the express wish to the parties that this agreement and all related documents be written in English.

## **Changes to Terms**

The Company reserves the right, in its sole discretion, to change the Terms under which seabreezelight.com is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

## **Contact Us**

The Company welcomes your questions or comments regarding the Terms:

SeaBreeze Works of Light LLC

10901 San Jacinto Ave NE

Albuquerque, New Mexico 87112

Email Address:

breana@seabreezelight.com

Telephone number:

3604909026

Effective as of May 28, 2023