

## TERMS AND CONDITIONS

IMPORTANT – READ CAREFULLY: These Terms of Use (“Terms”) are a legally binding agreement between you (“User”) and Angela Miele Healing Arts, a Pennsylvania sole-proprietorship, for the use of this Website (the “Website”), including the purchase of and/or participation in services advertised on this Website (“Order” or “Orders”). Access to and use of this Website by any User is subject to these Terms, including any modifications or additions to these Terms from time to time issued by Angela Miele Healing Arts, and all applicable laws and regulations.{' '} BY ACCESSING OR USING THIS WEBSITE OR PLACING AN ORDER, USER AGREES TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THIS WEBSITE.

### GENERAL

This Website provides information about Angela Miele Healing Arts and its services and facilitates the purchase of such services. Use of this Website is limited to legitimate purposes. Angela Miele Healing Arts may, from time to time, introduce new features to this Website, or modify or delete existing features, in its sole discretion. Angela Miele Healing Arts shall notify User of any of these changes to features to the extent Angela Miele Healing Arts is required by law to do so. By using any new or modified features when they become available, User agrees to be bound by these Terms concerning such features.

Any access or attempted access of other areas of Angela Miele Healing Arts’s computer systems or other information contained therein for any purpose is strictly prohibited. User agrees not to interfere in any way with others’ use of or access to this Website or to take any action that imposes an unreasonable or unusually large load on this Website. Angela Miele Healing Arts reserves the right to report any activity that it reasonably suspects violates any law or regulation and to disclose any information to law enforcement officials, regulators, or other appropriate third parties.

Angela Miele Healing Arts has the right in its sole discretion, and without prior notice and from time to time, to modify these Terms with respect to User’s access to or use of this Website. Such modifications and additions shall be effective immediately upon posting the modified Terms to this Website, which posting shall be deemed notice to User. If User disagrees with the changes to these Terms, User should discontinue User’s use of this Website. Any access to or use of this Website after posting of modifications or additions to these Terms shall constitute and be deemed to be such User’s agreement to such modified Terms.{' '} ANGELA MIELE HEALING ARTS RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO CHANGE ITS ORDERING AND BILLING PROCEDURES EFFECTIVE UPON POSTING SUCH CHANGES ON THIS WEBSITE.

Angela Miele Healing Arts has the right to modify, suspend or discontinue, temporarily or permanently, this Website, any services advertised by Angela Miele Healing Arts through this Website, or any User’s right to access or use any portion of this Website, in Angela Miele Healing Arts’s sole discretion, at any time and without prior notice, for any reason, including without limitation: (1) attempts by User (or other party) to gain unauthorized access to this Website or assist others in attempting to do so, (2) User (or other party) disabling any security features on this Website, (3) User’s violation of these Terms, (4) failure of User to pay for services ordered hereunder or any related charges, (5) suspected or actual infringement of a third party’s intellectual property rights, or (6) pursuant to requests by law enforcement or other government agencies. The obligations and liabilities of User incurred prior to the termination date shall survive the termination of these Terms for all purposes.{' '} {' '} USER ACKNOWLEDGES AND

AGREES THAT ANGELA MIELE HEALING ARTS SHALL NOT BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION OR DISCONTINUANCE OF THIS WEBSITE OR ANY MERCHANDISE OR SERVICES ADVERTISED ON THIS WEBSITE OR ORDERED BY USER THROUGH THIS WEBSITE.

## **ORDERS**

To purchase any services on this Website, User must be legally permitted to enter into a legally binding contract (at least eighteen (18) years old in most jurisdictions. Prior to the purchase of any services on this Website, User must provide a valid credit card number (or other payment method acceptable to Angela Miele Healing Arts) and related payment information, including all of the following: (i) User's name exactly as it appears on the credit card, (ii) User's credit card number, (iii) the credit card type, (iv) the date of expiration and (v) any activation numbers or codes needed to charge User's credit card. By submitting that information, User hereby authorizes Angela Miele Healing Arts to charge User's credit card for such purchases. The risk of loss and title for all merchandise ordered on this Website passes to User when the merchandise is delivered to the shipping carrier.

USER REPRESENTS AND WARRANTS TO ANGELA MIELE HEALING ARTS THAT USER IS AUTHORIZED TO ENTER INTO AND BE BOUND BY THESE TERMS. { ' ' } By ordering services on this Website, User shall be deemed to have ordered the specified services from Angela Miele Healing Arts pursuant to these Terms. The acceptance and fulfillment by Angela Miele Healing Arts of any Order placed on this Website is subject to User's acceptance of and compliance with all of these Terms. User accepts these Terms by placing an Order through this Website or by receiving delivery of any service ordered by User from this Website. All other contrary terms and conditions are hereby rejected by Angela Miele Healing Arts, and no addition or modification to these Terms shall be binding unless specifically agreed to in writing by Angela Miele Healing Arts. Angela Miele Healing Arts shall not be deemed to have accepted User's Order unless and until Angela Miele Healing Arts sends to User, through electronic means or other written communication, an acknowledgment that User's Order has been received and accepted by Angela Miele Healing Arts, and will be fulfilled by Angela Miele Healing Arts. Angela Miele Healing Arts's acceptance of any Order by User is made only with the express understanding that these Terms shall govern any Order placed by User.

All prices for services on this Website are quoted in U.S. currency.

All payments for Orders on this Website must be made by VISA, MasterCard, American Express, Discover or Paypal. Except as may be expressly set forth on this Website, Angela Miele Healing Arts does not accept any other payment form. User's credit card agreement with the issuer of such card shall govern User's use of such credit card, and User must look only to that agreement and not to these Terms to determine User's rights and obligations relating thereto. User agrees to pay all fees and charges, including taxes incurred in connection with User's Orders, at the rates in effect when the charges were incurred.

Unless User notifies Angela Miele Healing Arts of any discrepancies in charges for Orders placed through this Website within sixty (60) days after they first appear on User's credit card statement, User agrees that such charges will be deemed accepted by User for all purposes hereunder. In the event Angela Miele Healing Arts does not receive payment from User's credit card issuer or its agent, User shall pay all amounts due upon demand by Angela Miele Healing Arts. User shall remain responsible for any unauthorized charges to or Orders using User's credit card including unauthorized use by a third party. If Angela Miele Healing Arts does not receive payments when they are due, then User agrees to pay all

amounts owed to Angela Miele Healing Arts upon demand by Angela Miele Healing Arts. If Angela Miele Healing Arts is unable to collect amounts owed on User's accounts, Angela Miele Healing Arts may refer those accounts to a collection agency, and User will be responsible for all costs of collection.

## **RETURNS AND REFUNDS**

By placing an Order on this Website, User indicates that User has read and agrees to Angela Miele Healing Arts's Returns and Refunds Policy. The Returns and Refunds Policy may be changed from time to time and is effective immediately after Angela Miele Healing Arts posts such changes on this Website. In addition, when using particular services on this Website, User agrees that User is subject to any posted policies or rules applicable to any such services User uses through this Website, that may be posted on this Website from time to time. Any such posted policies or rules are hereby incorporated by reference into this Agreement as if fully set forth herein.

## **WEBSITE USE**

Users who wish to order services using this Website are required to provide their email address. User represents and warrants that the information provided when registering is accurate, complete and current as of the date submitted. By establishing a service agreement with Angela Miele Healing Arts, and each time User submits an Order through this Website, User authorizes Angela Miele Healing Arts to contact User at User's e-mail address. User may stop receiving Angela Miele Healing Arts's marketing e-mails by following the opt-out procedures set forth in such e-mails.

User may use the records, documents and information obtained through this Website only as necessary to use this Website's services or to place an Order with Angela Miele Healing Arts. Without limiting the foregoing or expanding any User rights hereunder, User agrees that it will not (A) republish, reproduce, sell, resell, distribute (through linking or framing or otherwise) or make any commercial use of this Website (other than the ordering of services in accordance with these Terms) or any of the information available through this Website; (B) make any use of any such information or the facilities of Angela Miele Healing Arts that would allow an unauthorized third party to have access to or the benefits of this Website; (C) collect or use other users' e-mail addresses or other users' information, ratings or listings, or otherwise conduct any data extraction or data mining whatsoever.

User agrees that, while using this Website, User will not: (A) transmit or post on this Website any message under a false name; (B) transmit or post on this Website any unlawful, libelous, defamatory, threatening, abusive, harassing or otherwise objectionable information of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability under or otherwise violate any applicable law; (C) transmit or post on this Website any record, document or information that discloses private or personal matters concerning any person, including, but not limited to, messages or information that would violate a person's rights of privacy or publicity; (D) transmit or post on this Website any record, document, information, file or software that contains a virus, worm, Trojan Horse or any other contaminating or destructive features; (E) transmit or post on this Website any record, document, information, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets, confidential or other proprietary information, or use of trademarks or service marks in an infringing fashion; (F) interfere, in any way, with other use of or access to this Website; (G) offer for sale or sell illegal merchandise, including counterfeit merchandise or merchandise or services that violate or infringe upon the patent rights, copyrights, trade secrets, trademarks or other intellectual property rights or other



rights of any person or entity; or (H) modify, delete or alter any information or Order placed by or on behalf of any other user.

User agrees to comply with all applicable laws, statutes and regulations regarding use of this Website, including purchasing services. Angela Miele Healing Arts may report fraudulent conduct to law enforcement authorities, and Angela Miele Healing Arts will cooperate with such authorities. Angela Miele Healing Arts reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement or regulatory officials. In order to cooperate with governmental requests, to protect Angela Miele Healing Arts's systems and customers, or to ensure the integrity and operation of Angela Miele Healing Arts's business and systems, Angela Miele Healing Arts may access and disclose any information it considers necessary or appropriate, including, without limitation, User contact details, IP addressing and traffic information, and usage history. User agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which User resides.

## **CONFIDENTIALITY**

Angela Miele Healing Arts holds the confidentiality of its Users in the highest regard and will take all commercially reasonable measures not to disclose information about User or User's communications to any other party, except when Angela Miele Healing Arts believes, in good faith, that such action is reasonably necessary to: (i) comply with applicable law or with legal process; (ii) enforce these Terms; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the legitimate interests of Angela Miele Healing Arts or others.

Notwithstanding the foregoing, User agrees that any information or materials that User or individuals acting on User's behalf provide to Angela Miele Healing Arts will not be considered confidential or proprietary. By providing any such information or materials to Angela Miele Healing Arts, User grants to Angela Miele Healing Arts an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials. User further agrees that Angela Miele Healing Arts is free to use any ideas, concepts or know-how that User, or individuals acting on User's behalf, provides to Angela Miele Healing Arts. User hereby agrees that any comments, feedback or recommendations of User for the improvement or modification of this Website or the merchandise or services advertised herein shall be the sole property of Angela Miele Healing Arts.

## **PRIVACY POLICY**

Registration data and certain other information about User, is subject to Angela Miele Healing Arts's Privacy Policy. Angela Miele Healing Arts does not sell, rent or give personally identifiable information about Users to third parties, except to the extent specified in these Terms or in its Privacy Policy, User must disclose certain personally identifiable information to use this to purchase service. As a condition of making purchases of any services or conducting any transactions, User represents that User has first read Angela Miele Healing Arts's Privacy Policy and consents to the collection, use and disclosure of User's Personally Identifiable Information and Non-Personally Identifiable Information as described in Angela Miele Healing Arts's Privacy Policy. Angela Miele Healing Arts's Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing this Website, using any features or making any purchase, User agrees that User will first review Angela Miele Healing Arts's Privacy Policy prior to making any initial or subsequent purchases.



While Angela Miele Healing Arts takes reasonable steps to safeguard and to prevent unauthorized access to User's personal information, Angela Miele Healing Arts cannot be responsible for the acts of those who gain unauthorized access, and Angela Miele Healing Arts makes no warranty, express, implied or otherwise, that Angela Miele Healing Arts will prevent unauthorized access to User's private information.{' '}' IN NO EVENT SHALL ANGELA MIELE HEALING ARTS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO USER'S PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER Angela Miele Healing Arts WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

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## **MISCELLANEOUS**

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to these Terms, and any agreement into which these Terms are incorporated by reference, including, without limitation, any Registration Agreement, as a whole and not to any particular provision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations.

These Terms, together with any agreement into which these Terms are incorporated by reference constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. These Terms may be waived only in writing signed by an authorized representative of Angela Miele Healing Arts. No waiver by Angela Miele Healing Arts of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default, and the failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right that may be exercised at any subsequent time.

If any provision hereunder shall be unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from the other provisions hereunder and shall not affect the validity and enforceability of any other provisions hereunder. Angela Miele Healing Arts shall not be liable for any nonperformance or delay in performance caused by any act or event beyond its reasonable control, including, but not limited to, acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lockouts, fire, flood or any other act of God, any law, regulation, ordinance or other act or order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.

Access to or use of this Website by User shall not be construed as Angela Miele Healing Arts's purposeful availment of the privilege or benefits of doing business in any state or legal jurisdiction. User's agreement to these Terms shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflicts or choice of laws principles. In any dispute arising hereunder or otherwise connected with this Website or these Terms, the parties hereto consent exclusively to personal jurisdiction of the Federal or state courts located in the State of Pennsylvania, County of Lycoming.

These Terms shall be binding on the successors and assigns of the parties, including, but not limited to, the indemnity obligations set forth herein, but User may not assign, transfer or delegate its rights or obligations under these Terms without Angela Miele Healing Arts's prior express written consent. No right or remedy conferred upon or reserved to Angela Miele Healing Arts by these Terms shall be exclusive of



any other right or remedy herein or by contract or law, and all rights or remedies conferred upon Angela Miele Healing Arts by these Terms and by law shall be cumulative and in addition to any other right or remedy available to Angela Miele Healing Arts.

## **ACCESSIBILITY**

Angela Miele Healing Arts strives to ensure that its services are accessible to people with disabilities. [www.angelemielehealing.com](http://www.angelemielehealing.com) has invested resources to help ensure that its website is made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence.

Disclaimer: Angela Miele Healing Arts continues its efforts to constantly improve the accessibility of its site and services in the belief that it is our collective moral obligation to allow seamless, accessible and unhindered use also for those of us with disabilities.

In an ongoing effort to continually improve and remediate accessibility issues, we also regularly scan [www.angelemielehealing.com](http://www.angelemielehealing.com) to identify and fix every possible accessibility barrier on our site. Despite our efforts to make all pages and content on [www.angelemielehealing.com](http://www.angelemielehealing.com) fully accessible, some content may not have yet been fully adapted to the strictest accessibility standards. This may be a result of not having found or identified the most appropriate technological solution.

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Contact Us: If you wish to report an accessibility issue, have any questions or need assistance, please contact us at [info@angelemielehealing.com](mailto:info@angelemielehealing.com).

