



## RAINBOW SOUL CIRCLE POLICIES Revised as of 11/5/2021

Policies included in this document: House Rules, Privacy, Terms of Use, Discounts, Returns and Refunds.

Any policy related question/issue can be reported to [contact@rainbowsoulcircle.com](mailto:contact@rainbowsoulcircle.com). Please use the correct "title" for your e-mail as designated in the policy so that the e-mail can be responded to as efficiently as possible.

### HOUSE RULES

Welcome to the Rainbow Soul Circle. We are glad and believe that you will be glad you have arrived here! We believe in setting relationships up right the first time and part of that is establishing the rules of interaction. We all come from different places and have different ways of "thinking and being" and that is the blessing of our diversity. However, we have found that for specific environmental conditions, certain behaviors tend to foster freedom and empowerment and other behaviors do not.

Thus, we require respect and good manners from everyone interfacing with the Rainbow Soul Circle including employees, members, vendors, contractors, media, government - basically everyone. This includes members who are participating in our online communities, commenting forums, twitter feeds message boards, blogs, groups, chat rooms, user review forums or other interactive communities (collectively, the "The Forums").

Please know that we allow some "latitude" for our Drag Queens, Lounge Lizards, and other folks with a performance element to what they do for the Rainbow Soul Circle - because what we want to foster in all of us is our "authenticity". However, most of us aren't super-skilled in how to let our full authenticity out while not hurting others. So we suggest that you err on the side of being kind, nice, and compassionate.

**Review this document, use common sense, and you'll feel right at home.**

**Our community is a place where people can strive to live their best lives, achieve personal growth and generate positive, thoughtful dialogue. Members can come to one another for support, comfort and shared experiences.**

**While we invite healthy debate, the Rainbow Soul Circle is not intended as a forum for personal attacks and destructive postings.**

**If that is your intention in posting on this site, then you have two options:**

- (1) You can send an e-mail to the Rainbow Soul Circle with "Pissed Off" in the title and we will touch base with you on your concern (we really do want to help you if we can) or
- (2) do not participate in our community.

**Special Notes: The Rainbow Soul Circle will fully cooperate with legal activities related to online bullying, etc. However, the Rainbow Soul Circle really is about helping people. We know we do not have the resources to help everyone on the planet, but we will do our best. If you are struggling and have tried other resources on our website (please try those first) then call or e-mail us.**

**Also, if your communication with us violates our standards of respect and good manners, we will likely not respond to you, regardless of your issue. The Rainbow Soul Circle does not intend to subject its employees or members to such behavior.**

#### **Abide by Our Rules**

By participating in The Rainbow, you agree to abide by Rainbow Soul Circle's House Rules and all other policies. You may not disobey any policies or regulations established by the Rainbow Soul Circle. If we become aware that a member has violated the policies in this document and other policies provided on our website, that member's account may be immediately and permanently suspended, without warning or other notice. We may or may not have the resources to review any appeal you make, or it may take more time than you are hoping for. We will do our best, but we cannot guarantee that we have the resources to make a review.



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### **User Content**

All comments, visuals, photographs, audio, videos and other types of material uploaded, posted or linked by users ("User Content") do not represent or reflect the opinions of the Rainbow Soul Circle, its employees or affiliate companies. As such the Rainbow Soul Circle is not responsible for any User Content. We do not represent or warrant the accuracy of any post or any product or service claims made here and do not endorse any opinions or statements expressed in any User Content.

Of course we do try to monitor content to ensure it is in alignment with our policies, however, it is difficult to do this 100% of the time. If you are aware of any user content that falls in this category, please contact us at [contact@rainbowsoulcircle.com](mailto:contact@rainbowsoulcircle.com) with the title "User Content Violation" and then describe the situation to us. We will work with you from there.

### **Age Requirement**

Online safety is of the utmost importance at the Rainbow Soul Circle. For this reason, you must be 18 years old or older to participate in the Forums. You may not seek to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable information or otherwise. We are considering having an area designed for kids. We will update this policy if we do this.

### **No Personal Information**

For the safety and privacy of Rainbow Soul Circle's Members, please do not post or solicit personal information such as phone numbers, addresses, social security numbers, last names (you may use last initials), medical, financial, license plates or any other private information about yourself or others. If you post a photo, video or comment that includes the name or image of someone other than yourself, you must have permission of that person to post to this page. That includes permission of the parent or legal guardian of any child that may be included.

### **No Obscene or Hateful Language**

We don't allow obscene, hateful, profane, racist, discriminatory, sexually explicit, pornographic, offensive or otherwise objectionable language or material in any of our online forums. Further, you may not harass, insult, defame, libel, slander, stalk, abuse, threaten or invade the privacy of another person. You may not post content that disparages, criticizes, belittles, parodies or otherwise portrays in a negative light any person appearing in the content. We suggest you discontinue any conversation that makes you uncomfortable.

### **No Solicitations or Advertisements**

You may not post any content for commercial purposes (e.g. offering for sale any products or services). Such posts add to clutter and devalue conversations. This includes advertisements for your business, the latest get-rich-quick scheme, solicitations for a charity, conducting raffles or contests, displaying sponsorship banners, solicitation of goods or services and/or spam. Further, you may not solicit funds, advertisers or sponsors. You may not promote a "pyramid" or similar scheme. Unfortunately, it is impossible to verify the validity of each and every organization that solicits donations; therefore, in an effort to protect the Rainbow Soul Circle Members from fraud, we must prohibit solicitations for charities.

### **No Illegal Activity**

You may not suggest, encourage, advocate or promote illegal or violent activity. You may not use the Rainbow Soul Circle to violate any law or conduct any activity that may be considered to violate any law, including, but not limited to, scams and impersonations. The Rainbow Soul Circle will assist law enforcement officials.

### **Personal Advice**

Any advice or information provided on the Rainbow Soul Circle is of a general nature. It cannot substitute for the services of trained professionals in any field. You should always check with an appropriate licensed professional before relying on, taking or not taking action based upon the advice or information provided from the Rainbow



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Soul Circle or its members. Please keep in mind that Members may claim expertise or status (legal, medical, etc.) that they do not, in fact, possess. Thoughtful discretion should be given to all advice found on the site.

### **Register One Username**

You may not create more than one username. It is confusing to other Members and does not help in building a trustworthy community.

### **English Language**

All public postings must be made in English.

### **Truthful and Accurate Information**

Please only post content that is truthful, accurate and not misleading. You may not post material that impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content.

### **Authorized Postings**

It is inappropriate to post content that infringes upon or violates the copyrights, trademarks, rights or publicity or other intellectual property rights of any person or entity. You must have copyright ownership of all content you post or the necessary rights from the copyrighter to post such content in the Rainbow. You may not post content that copies any other pages or images on the Rainbow Soul Circle except with appropriate authority. By posting content, you are certifying that you have the permission of everyone who has contributed to or is incorporated in the content. If there are any individuals under the age of 18 in any photos, videos or other content that you post, you certify that you are their parent or legal guardian of any such minor and have the legal right to consent on his or her behalf to incorporate their appearance in the content. You further certify that the content you post does not contain the full name, physical address, email address, telephone number or social security number of any minor. Further, you may not post any content that you do not have the right to transmit under any contractual or other relationship (e.g. inside information and/or proprietary or confidential information received in the context of an employment or non-disclosure agreement).

You may not post content that includes programs which contain any virus, worm, malware, corrupt file and/or "Trojan Horse" or any other computer code, file or program designed to interrupt, overload, collapse, destroy or limit the functionality of any computer software, hardware or telecommunications. You may not post content that disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type, or otherwise act in a way which affects the ability of other people to engage in real time activities via the Rainbow Soul Circle. You may not include MP3 format files. You may not do anything which amounts to "data warehousing" (i.e. using any web space made available to you as storage for large files or large amounts of data which are only linked from other sites). You must provide a reasonable amount of content to accompany such material in order that at least some of the traffic to your site comes directly via the Rainbow Soul Circle.

### **Submissions**

We do not seek to receive submissions of ideas or improvements on this page. Please do not make any such submissions via this page. If you choose to do so, the Rainbow Soul Circle will not treat those submissions as confidential or proprietary to you and will be free to use and exploit those ideas or improvements without any obligation to you. By submitting or posting User Content to this page, you consent to and grant to the Rainbow Soul Circle and its affiliates and those acting on their behalf, the non-exclusive, perpetual, royalty-free, worldwide and irrevocable right and license to use, reproduce, publish, perform, prepare derivative works of and exploit (in all formats and media whether now or hereafter developed) the User Content (including your name, voice, statements, picture and image), individually or in combination with other images, text, printed or electronic materials, for purposes of advertising, public relations, marketing, promotion and publications regarding the Rainbow Soul Circle or its affiliates, without compensation or acknowledgement to you. You



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acknowledge that you will not have the right to inspect or approve the use of such materials or content and hereby waive any and all moral rights in such User Content, to the extent any moral rights exist. You release and discharge the Rainbow Soul Circle and its affiliates and their successors and assigns from all claims or causes of action relating to or arising from the Rainbow Soul Circle and its affiliates' use of the User Content as provided above.

### Digital Millennium Copyright Act (DMCA) Notice

If you believe any material posted in our Forums infringes a copyright, please send us an e-mail with "Copyright Issue" and explain the situation.

### Post on the Rainbow Soul Circle Platforms and Forums At Your Risk

You participate in the Forums and all interfacing with the Rainbow Soul Circle at your own risk. The Rainbow Soul Circle takes no responsibility for the content or opinions posted. You take full responsibility for any and all use under your account and username, regardless of whether you've authorized it.

### No Linking

You may not post any links to third party sites, other than to those sites operated by the Rainbow Soul Circle. You may not post content that contains links to other sites that contain the type of objectionable content we have described above.

### Post a Message Only Once

Good manners online mean that you don't post the same message more than once.

### All Posts Are Subject to Review

While we do not review all material posted and are under no obligation to do so, we reserve the right to accept, reject or remove any postings, including those that are off-subject, not in English or that contain personal attacks, obscenity, vulgarity, profanity, impersonations, advertising, or that violate the Rainbow Soul Circle House Rules or any other policy.

### Archiving, Deleting and Read Only Discussions

The Rainbow Soul Circle reserves the right to Archive, Delete or make any discussion "Read Only" at any time at its sole and exclusive discretion, including, without limitation, any postings or discussions that are disruptive in nature or are in contravention of any posted policies.

### Modification

Any policy, including these House Rules may be modified by the Rainbow Soul Circle at any time without notice, so we encourage you to come back and review our policies periodically.

### Video Submissions

Video submissions must be no more than the time designated for each video for a specific activity.

### Video Viewing

You consent to the Rainbow Soul Circle using and sharing my video viewing information with third parties for up to 10 years or until consent is withdrawn pursuant to the Rainbow Soul Circle's Privacy Policy and Terms of Use.

### Report a Problem

If you feel that someone in the Rainbow is behaving in an inappropriate manner, please let us know. Send us an e-mail with the title "Inappropriate Behavior" and explain the situation.

### Technical Problems

Are you having technical problems using the Rainbow Soul Circle or a tool on our site? Send us an e-mail to with the title "Technical Issue" and explain the situation.

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## PRIVACY

This Privacy Policy governs the manner in which the Rainbow Soul Circle ("RSC," "we," or "us") collects, uses, maintains and discloses information collected from users (a "user," as well as "you," "your" and similar terms) through our website at [www.rainbowsoulcircle.com](http://www.rainbowsoulcircle.com) as well as any other online services that we operate and that link to this Privacy Policy (collectively, the "Online Resources").

By using the website or any of the Online Resources, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use the Online Resources or participate in Rainbow Soul Circle services or activities.

### What Information Do We Collect and How Do We Collect It?

We and our third party service providers may collect all or any of the following information:

- **Personal Information.** "Personal Information" is information that you provide to us that can be used to identify you. When you contact us via email, we collect your email address and any additional Personal Information you provide in the body of the email communication. In the event that we fulfill an order from you, we will collect payment information from you, including billing address. We may also collect your name, address, phone number, and email address with your consent. As part of using our website, we also collect information on the IP address of a user's device.
- **Aggregate Information.** "Aggregate Information" is information that is aggregated together such that it is not tied to a particular user. We may collect Aggregate Information on, for example, the type of browser and computer or mobile device you are using, technical information about your means of connecting to our Online Resources (e.g., the operating system and the Internet or mobile service providers utilized), information about other websites you have recently visited, your site activity, and the time and date of your visit, and other similar information. Aggregate Information may be collected when you visit or interact with our Online Resources, independent of any information you voluntarily enter.
- **Cookies.** A cookie is a data file placed on a device (such as your computer or smartphone) when it is used to visit our Online Resources. Cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Please be aware that if you disable or remove cookies on your device, some parts of our Online Resources might not function properly, and that when you revisit our Online Resources your ability to limit cookies is subject to your browser settings and limitations.

### What Do We Do With the Information We Collect?

**Personal Information.** We use Personal Information only for the purposes for which it has been provided to us. We will not sell or use your Personal Information for any other reason, except to the extent that you consent for us to do so, and in any event only as provided pursuant to this Privacy Policy. We limit access to Personal Information only to those individuals whose responsibility it is to address the user's specific request.

**Aggregate Information.** We use Aggregate Information for a variety of purposes, such as to understand how our users as a group use the Online Resources, to improve the Online Resources, to personalize user experience, and to process transactions. We also use Aggregate Information to track numbers of visitors to our site and numbers of visitors to various sections of our site for the purpose of determining trends and user needs. Aggregate information is analyzed and used as input to help us improve our site. No personally identifiable information is available or used in this process.

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## When Do We Provide Information to Third Parties?

**Service Providers.** We may use third party service providers to perform certain services on our behalf on the Online Resources, such as hosting the Online Resources, tracking the Online Resources' activities and analytics, and performing other administrative services. We may provide these service providers with access to user information, including Personal Information, solely to the extent necessary to carry out the services they are performing. These third-party service providers are not authorized to retain, share, store or use the Personal Information for any purposes other than to provide the services they have been hired to provide.

**Analytics.** We use Google Analytics to help us understand how users use our Online Resources, so that we may improve our services. Information about how Google Analytics uses data, and how you may control what information of yours is shared with Google, can be found here.

**Compliance with Law.** Without limiting the above, we may access, use, preserve, transfer and disclose your Personal Information to third parties: (i) to satisfy any applicable law, regulation, subpoenas, governmental requests or legal process if in our good faith opinion such is required or permitted by law; (ii) to protect and/or defend the policies applicable to the Online Resources, including investigation of potential violations thereof; (iii) to protect the safety, rights, property or security of the Online Resources or any third party; and/or (iv) to detect, prevent or otherwise address fraud, security or technical issues.

**Business Transitions.** We reserve the right to disclose and transfer all user information: (a) to a subsequent owner, co-owner or operator of the Online Resources or applicable database; or (b) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process.

## Do You Retain and Delete My Data?

We will retain your Personal Information for as long as necessary to fulfill the purposes for which it was collected and processed, including for the purposes of satisfying any legal, regulatory, accounting or reporting requirements. In some circumstances, we may anonymize your Personal Information so that it can no longer be associated with you, in which case it is no longer Personal Information.

## How Do I Change My Information And Communications Preferences?

You may provide updates and changes to the information that you submit to us by contacting the Rainbow Soul Circle with the title "Change my Info". If so, we will make good faith efforts to make requested changes in our then-active databases as soon as reasonably practicable.

Please note that we reserve the right to send you certain communications relating to use of our Online Resources, such as administrative and service announcements, and these messages may be unaffected if you choose to opt-out from receiving our marketing communications. If you have any questions about your Privacy Policy or practices described in it, you should contact us with "Privacy Question" in the title.

## What Should Parents Know About Children?

The online resources are not intended nor designed to attract users under the age of 18. We do not knowingly collect any Personal Information from children. We will delete any Personal Information collected that we later determine to be from a user younger than the age of eighteen. If you are a parent or guardian of a child under the age of eighteen and believe he or she has disclosed Personal Information to us, please contact e-mail us with the title "Disclosure of Child PII".



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## Information Regarding Do Not Track Signals and Collection of Personally Identifiable Information for Third Party Advertising

We do not honor "do not track" signals.

We do not authorize the collection of personally identifiable information from our users for third party use through advertising technologies.

### What are my rights regarding my personal information?

If you are a resident of the European Union or the State of California, you have the right to:

- You have the right to request an accounting of all Personal Information that we have that pertains to you, and to be delivered copies of such information in electronic format (e.g., electronic copies of information attached to an email). We reserve the right to transmit information to you in a manner that complies with all applicable laws.
- You have the right to request that we change any Personal Information that pertains to you that is inaccurate.
- You have the right to request that we delete some or all Personal Information that pertains to you. We reserve the right to carry out such a request in a manner that complies with all applicable laws, such as laws concerning record retention. Note that fulfilling this request requires us to delete Personal Information in our possession, but that this right does not extend to Personal Information that has already been lawfully shared in accordance with this Policy.
- You have the right to request that we cease processing any Personal Information that pertains to you. Note that fulfilling this request requires us to cease processing Personal Information that pertains to you in the future, but does not apply to lawful processing that has already occurred in accordance with this Policy.
- You have the right to exercise all the rights afforded by this Policy without fear of retaliation or discrimination. This means that we treat Users who exercise any of the rights under this Policy the same as Users who do not.

To exercise any of the rights explained above, please contact with the title "EU or California Privacy Request" and explain your situation. Once we have received notification that you withdraw your consent, we will no longer process your information for the purpose(s) to which you originally consented unless there are compelling legitimate grounds for further processing which override your interests, rights and freedoms or for the establishment, exercise or defense of legal claims.

If you are a resident of the EU and believe that we have misused your personal data, you also have a right to lodge a complaint with a national Data Protection Authority. Each European Union member nation has established its own Data Protection Authority; you can find out about the Data Protection Authority in your country here: [http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index\\_en.htm](http://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm).

### Users In the European Union

For users within the European Union, we transfer data from the EU to data centers located in the United States for processing, pursuant to your consent as indicated when requested. Such processing is performed in accordance with the GDPR. This includes the imposition of required safeguards with respect to accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of data.

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Users within the European Union should be aware that the European Commission has determined that the law of the United States does not provide a level of protection adequate to satisfy the requirements of the GDPR.

## **Will This Policy Change?**

We reserve the right to change this Privacy Policy at any time without notice to you. Any changes will be effective immediately upon the posting of the revised Privacy Policy. Your continued use of the Online Resources following the posting of revisions to this Privacy Policy will be deemed your acceptance of such revisions. We encourage users to frequently check the email account that they use in connection with the Online Resources, as well as this Privacy Policy, to stay informed about any changes to this Privacy Policy. You acknowledge and agree that it is your responsibility to review this Privacy Policy periodically. The date at the top of this document will be updated for each revision.

## **Miscellaneous**

This Privacy Policy will be governed by and construed in accordance with the laws of Florida, USA, without regarding to conflicts of law principles. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

## **Questions or Concerns**

You may direct any questions or concerns regarding the use or disclosure of your information, or any other matter related to this Privacy Policy to us by e-mail with the title "Privacy Issue".



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## TERMS OF USE

These Terms of Service (this "**Agreement**") set out the terms on the Rainbow Soul Circle ("**RSC**," "**we**," or "**us**") will provide access to and use of certain services available on or through its websites, including [www.rainbowsoulcircle.com](http://www.rainbowsoulcircle.com) and/or software applications or mobile applications (collectively, the "**Service**") to you, a user of the Service ("**you**" or "**User**").

You should read this Agreement carefully. By indicating acceptance of this Agreement or by otherwise using the Service, you are entering into a legally binding agreement with us (and you hereby represent that you are of legal age, and are otherwise fully able and competent, to enter into a binding agreement). If you are using the Service on behalf of an organization, you represent that you have the right to bind such organization to this Agreement, and the terms "User" and "you" will include both you, the individual user, and such organization. If you do not agree to these terms and conditions, you must not use the Service.

Each of the Rainbow Soul Circle's service clients may be subject to one or more separate written agreements with the Rainbow Soul Circle, and this Agreement applies only to use of the Service insofar as it is not contrary to such separate written agreements and in no way affects the terms and conditions of any such separate written agreement. Any provisions of such separate written agreements prevail over any provisions of this Agreement.

THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE RAINBOW SOUL CIRCLE AND INCLUDES AN ARBITRATION CLAUSE UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.

### Nature of the Service

#### General

The Service allows Users to access information or other content (which may include data, text, photos, video or other materials or content). It may also permit certain Users to create, upload, store and/or transmit to other Users certain information or other content (which may include data, text, photos, video or other materials or content) (collectively, "**User Content**"). Your User Content may also be referred to as "**Your Content**" herein.

#### No Endorsement

We make no representation, warranty or endorsement regarding any User or the authenticity or validity of any User Content displayed in connection with the Service. We are under no obligation to verify the identity or background of Users or User Content, and all Users should be careful and exercise caution in entering into transactions or otherwise interacting with other Users. By using the Service, you agree that the sole remedy for any damage or harm inflicted by other Users will be limited to claims against such Users, and that you will not seek monetary damages or any other remedy from us in connection with such events. Any reliance on the material, advice or suggestions on the Service is at your own risk, and the Rainbow Soul Circle specifically disclaims all responsibility for any liability, loss or risk, personal or otherwise, that is incurred as a consequence, directly or indirectly, of the use or application of any of the contents of the Service.

#### Minors

The Service is not directed to users under the age of 18. The Service does not knowingly collect personal information from children under the age of 18. If you are under the age of 18, you are not permitted to register as a User or to send personal information to the Rainbow Soul Circle.

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## Registration and Soul Mapping Questionnaire

To use any part of the Service, you provide us with your first name, last name, title, name of organization, email address, and other contact information, create a password and register with us. You are also required to complete the online Soul Mapping Survey Questions. This Survey is the "entry point" of the Rainbow Soul Circle's relationship with each of its members and prospective volunteers, service providers and/or employees and helps optimize our interactions with you.

To the extent you are using the Service on behalf of an organization, you may need to also provide us with information in order to confirm, or permit us to confirm, any relationship between you and such organization. We may also request additional information from you. You represent and warrant to us that you will provide us with accurate, current and complete registration information. You are responsible for your registration, and for all use of the Service using any User credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.

## Fees and Orders

### General Payment Terms

The Service, or certain features of the Service, may be available only if certain subscription fees or other fees (collectively, "Fees") are paid by you, or for your benefit (e.g., we may permit a third party to pay certain Fees for your benefit). If you purchase any subscription plan for the Service or certain features of the Service, you must pay any applicable Fees. Unless we separately agree with you to receive payment by another means, you will provide us (or our designated third-party payment provider) with accurate and valid credit card or other payment information and update your credit card or other payment information in the event any information provided becomes invalid or incomplete. If any charge is rejected by our bank or payment providers, you are still liable to pay the Fees. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorneys' fees, if we deem it necessary to take any legal or administrative action to collect unpaid Fees. We reserve the right to accept, refuse or cancel any orders placed through the Service, without liability or justification. We will refund you in case your order was cancelled by us after your credit card or other payment method has been charged. Otherwise, refunds will not be provided if requested after service period ends (defined as the length of the course, complete upon the last advertised day of the course).

### Subscription Plans

We may offer paid subscription plans that allow you to access additional or exclusive features or content made available through the Service. If you purchase a subscription plan, your subscription will continue in effect and renew on a recurring basis, monthly or annually, unless and until you cancel your subscription. If you provide a credit card or other payment method accepted by the Rainbow Soul Circle and sign up for a monthly or annual paid subscription through the Service, you are expressly agreeing that Rainbow Soul Circle (or our designated third-party payment provider) is authorized to charge your payment method for the applicable subscription fee (plus any applicable taxes) on a recurring monthly or annual basis, as applicable. The Rainbow Soul Circle reserves the right to change the terms of your subscription, including price, from time to time, effective as of the beginning of your next billing period following the date of the change. If Rainbow Soul Circle changes the subscription fee or other charges for your subscription, we will give you advance notice of these changes. If you purchase a subscription from us with promotional pricing, it will renew at non-promotional pricing unless you cancel your subscription prior to renewal (as may also be explained in more detail at the time of your purchase at the promotion pricing).

- **User Content.** You retain your rights in Your Content, subject to the rights granted below and our rights in Our Property (as defined below). You hereby grant and agree to grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, transferable license, with the right to sublicense through

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multiple tiers, to copy, edit, modify, adapt, publish, transmit, distribute, prepare derivative works, perform, display, use, and otherwise exploit in any manner, Your Content in connection with operation and promotion of the Service and any other purposes reasonably related to the Service or our business. To the extent reasonably necessary or appropriate to effect or support the license granted by you above, you hereby waive and agree to waive (or if not waivable, agree not to assert) any rights of privacy or publicity, or any moral rights or other similar rights, with respect to Your Content.

You also hereby grant and agree to grant each other User a worldwide, non-exclusive, perpetual, royalty-free license to access, copy and use Your Content which (a) you transmit to such User via the Service or (b) you post within any public forum or similar area of the Service that is available to Users generally, in each case solely for such User's own personal non-commercial purposes (or in the case of a User that is an organization, for such User's own internal business purposes, excluding for clarity any right to distribute or otherwise commercialize Your Content per se) (the "**Specified Purpose**"), in accordance with the terms and conditions herein.

You agree that we are not responsible for any use or disclosure of Your Content by other Users or any third party who gains access to it through the Service (which may include unintended activities by third parties, such as by hackers).

You represent and warrant that you own all proprietary rights in Your Content or, with respect to any of Your Content you do not own, that you have the full authority and right to create, upload, store and/or transmit Your Content, and to grant the licenses and rights you have granted in this Agreement, and that your creation, uploading, storage and/or transmission of Your Content, and the exercise by us and other Users of the licenses and rights granted by you herein, shall not infringe any third party intellectual property or proprietary rights, nor violate any rights of privacy or publicity, nor be defamatory, libelous, vulgar, profane or obscene, nor violate any law or other right, privilege or interest of any third party.

On termination of your account, or this Agreement, we have no obligation to return any User Content to you, so you should retain copies of all of Your Content.

In addition to and without limiting any other rights herein (including in the Privacy Policy), you also grant us the rights to (i) de-identify Your Content (i.e., to remove your name and other identifying characteristics, consistent with applicable laws and regulations), (ii) use or disclose de-identified data for any purpose, and (iii) allow us to share de-identified data with third parties.

### **Our Ownership Rights**

The Service, including all aspects of the Rainbow Soul Circle's website, platform and software and mobile applications (including Our Property, as defined below), is the property of, and owned by, the Rainbow Soul Circle or its licensors. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos, marks, logos, compilations, content and technology used to deliver the Service or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via, the Service are "Our Property." For clarity, any formats, templates, methodologies, rules, algorithms and software used to create Your Content are Our Property. Except as otherwise expressly permitted by this Agreement, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by us at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our Property by others for commercial gain would unfairly and irreparably harm us in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach

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of this Agreement, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The mark, the Rainbow Soul Circle, and any associated logos, are registered or unregistered trademarks or service marks of the Rainbow Soul Circle or its licensors. You may not use them, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent. The Service may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on the Service, will inure solely to the benefit of their respective owners.

### Wildphi Copyright

Wildphi retains all rights to copy products including original, personalized and digitized products; because almost all of the art available here is used to make Zazzle products. Thus, the buyer's right is limited to the actual object as purchased.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Service for your own Specified Purpose, as permitted by this Agreement. We reserve all other rights.

For clarity and without limiting other obligations herein, Users shall not distribute or otherwise commercialize Our Property. **Use of the Service.** You must comply with any rules and policies about use of the Service that we publish from time to time. These rules and policies will be available on the Service. Certain features, pages or content within the Service may contain supplemental terms of use, to which you must agree in order to use the relevant features, pages or content. Subject to the terms and conditions herein, you are permitted to use the Service solely for your own Specified Purpose.

You must not (a) create, upload or transmit Your Content if you do not have the right to do so; (b) create, upload or transmit Your Content or use the Service in any way that would violate any law or the rights of any person; (c) impersonate any person or entity, or forge or manipulate headers to disguise the origin of any of Your Content; (d) except as otherwise expressly permitted by this Agreement, harvest or otherwise collect information about others from the Service; (e) take any action that imposes or may impose an unreasonable or disproportionately large load on the Service or its infrastructure, or bypass any measures we may use to prevent or restrict access to any portion of the Service (or other accounts, networks or services connected thereto); (f) use manual or automated software, devices, or other processes to "crawl," "scrape" or "spider" any of the Service or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from the Service, including any of Our Property; (g) distribute or otherwise make available any information or other content obtained through the Service to any third party, except as expressly permitted herein; (h) otherwise interfere in any manner with the use or operation of the Service; or (i) use the Service in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, the Service.

Your Content must not: (i) be libelous, vulgar, defamatory, threatening, abusive, obscene, pornographic or unlawful or encourage a criminal offense; (ii) contain material from other copyrighted works without the written consent of the owner of such copyrighted material; (iii) infringe any copyright or violate any property rights, rights of privacy or publicity, or any other rights of any third party; or (iv) contain any software viruses, malware, spyware or any other code, file or program that is designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment.

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We reserve the right (but are under no obligation) to investigate any claim that User Content or use of the Service does not conform to the terms and conditions of this Agreement, and to remove User Content from the Service or terminate your account for breach of this Agreement.

Social Media. From time-to-time, we may offer functionality on the Service permitting you to connect the Service to your Facebook, Twitter, Instagram or other social media accounts ("**Social Media Accounts**"). If you choose to connect your Rainbow Soul Circle account with any Social Media Accounts, you will be able to take advantage of various social features the Rainbow Soul Circle may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. These features will generally be designed to share information with others. For example, your friends and others who have access to view information about you on Facebook may be able to see (on Facebook and on the Service) that you are a user of the Service, and other information about your use of the Service. You may also be able to see similar information about your Facebook friends who are users of the Service. Please pay careful attention to your relevant Social Media Account settings in your Service account as well as your privacy settings in your Social Media Accounts which will impact this feature, when available, and may give you some control over the information that is shared and with whom it is shared. BY CONNECTING YOUR SERVICE ACCOUNT TO ANY SOCIAL MEDIA ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE RELEVANT SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNT AND YOUR SETTINGS ON THE SERVICE). IF YOU DO NOT WANT INFORMATION ABOUT YOU TO BE SHARED IN THIS MANNER, PLEASE CHANGE YOUR SETTINGS APPROPRIATELY. The Rainbow Soul Circle and social media sites are continually making changes and improvements to this feature, and therefore the available features and information that are shared may change from time to time. These changes may take place without notice to you and may not be described in this Agreement.

### WILDPHI COPYRIGHT

Wildphi retains all rights to copy products including original, personalized and digitized products; because almost all of the art available here is used to make Zazzle products. Thus, the buyer's right is limited to the actual object as purchased.

### FEEDBACK

If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to the Service (collectively "Feedback"), the Feedback will be the sole property of The Rainbow Soul Circle. We will be entitled to use, reproduce, disclose, publish, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We have no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

### SERVICE IS PROVIDED "AS IS"

THE SERVICE IS PROVIDED "AS IS", WITH ALL FAULTS. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING: (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE; (ii) THAT THE SERVICE OR OUR PROPERTY WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND (iii) AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE OR OUR PROPERTY. We may pause or interrupt the Service at any time, and you should expect periodic downtime for updates to the Service. No advice or information, whether oral or written, obtained by you from us or through the Service will create any other warranty.

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UNDER NO CIRCUMSTANCES WILL YOU BE ENTITLED TO RECOVER FROM US ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF USE), WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, EVEN IF WE HAVE BEEN INFORMED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, THE SERVICE OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO US FOR THE SERVICE IN THE PRIOR YEAR (OR, IF YOU ARE A FREE TRIAL OR OTHER NON-FEE PAYING USER, TO THE AMOUNT OF \$10).

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

## Cloud Services and Third-Party Services

Without limitation of the disclaimers and limitations of liability set forth in The Rainbow Soul Circle, you acknowledge and agree as follows: (a) we provide the Service using cloud computing services of one or more third party cloud providers (collectively, the "Cloud Providers"); (b) the price at which we could afford to offer the Service would vary if we provided the Service other than using such cloud services; and (c) we shall not be responsible or liable to you for any act, omission or failure of any Cloud Provider.

The Service may depend upon, interact with or enable access to third parties' information, other content, services or websites (each, a "Third Party Service"), which may in each case be accompanied by separate terms of use. Use of each Third-Party Service may require that you accept additional terms of use. We may also offer functionality permitting you to connect the Service to your other online accounts and data sources, which accounts and data sources shall be deemed "Third Party Services" hereunder. You must comply with the applicable terms of use when using the Third-Party Service and the Service. We do not endorse, and hereby disclaim all liability or responsibility to you or any other person for, any Third-Party Services.

## Indemnity

You will indemnify us, and our licensors, providers and agents, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs, expenses and attorneys' fees ("Liabilities") arising out of or related to your breach of this Agreement or your use of the Service (but excluding any Liabilities to the extent caused by our negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

## Reimbursement of Expenses

Without limitation of the foregoing, if we receive a subpoena or similar requirement to disclose Your Content issued by any court or governmental authority, and we are not a party to the proceeding in question, you will reimburse us for our reasonable costs and expenses of complying with such subpoena, including time spent by our personnel and our attorneys at time and materials rates.

## Our Privacy Policy

We operate the Service under the Privacy Policy included as a section in this document. Each party shall comply with the Privacy Policy.



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## Suspension and Termination

You may terminate this Agreement at any time by closing your account and ceasing to use the Service. We reserve the right to suspend your account and/or access to the Service at any time if we believe you are in breach of this Agreement. We reserve the right to terminate this Agreement or to cease to offer the Service at any time on written notice to you (including by email to registered Users or posting on our website or mobile applications), for any reason or no reason.

If your account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service, (c) that the license and rights provided by us under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of Your Content, and (e) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Service or for termination of access to your account.

Any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of this Agreement.

## Modification of Service and Agreement

We reserve the right to modify the Service at any time, without notice to you. We may also from time to time amend this Agreement prospectively. If we do so, we will notify you by email (for registered Users) and posting on our website or mobile applications. You agree that your continued use of the Service constitutes your agreement to the amended Agreement. If you do not agree to any amended Agreement that we publish, you must terminate your account and cease using the Service. Except as set forth above, this Agreement may be amended or modified only by an express writing signed by the Rainbow Soul Circle.

## Applicable Law

You and we each agree that all disputes or other matters arising from or relating to this Agreement, or the use or operation of the Service, will be governed by the substantive laws of the State of Florida, U.S.A., without regard to its or any other jurisdiction's conflicts of laws principles that would apply another law. Any action or proceeding by you relating to any claim arising from or relating to the Service or this Agreement must commence within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The United Nations Convention for the International Sale of Goods is hereby disclaimed.

## Arbitration

We will attempt to resolve disputes with Users to their satisfaction. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any disputes arising out of or relating to the Service or this Agreement (including the validity and scope of the agreement to arbitrate and any disputes with other users of the Service) shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") under the Federal Arbitration Act, and shall be conducted before a single arbitrator pursuant to the applicable Rules and Procedures established by the AAA (for information on the AAA and its rules, see [adr.org](http://adr.org)). You agree that the arbitration shall be held in Orlando/Kissimmee, FL, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. You agree that, if the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, a substitute administrator or arbitrator shall be appointed by the court. The arbitrator may render early or summary disposition of some or all issues, after the parties have had a reasonable opportunity to make submissions on these issues. At our option, this provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets (collectively, "IP Claims"). In addition, you or we may elect to bring an individual claim in a small claims court, but we do not hereby agree to any personal jurisdiction that is otherwise lacking.



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You agree that any arbitration shall not permit claims on a class, mass, representative, or private attorney general basis. You further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS, MASS, REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED ACTION AGAINST US.

If any part of this Arbitration clause is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this section shall remain in effect, with the exception that if the preceding paragraph is deemed invalid, then this entire section shall be deemed invalid and the arbitration clause shall be void.

## Jurisdiction

With respect to any IP Claims (as defined above) that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction and venue in any federal or state court located within the State of New York, U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Service or this Agreement, and you shall not bring any such suit, claim or cause of action except in a court located within the State of Florida, U.S.A.

## Force Majeure

In no event will we be liable for any failure to comply with this Agreement to the extent that such failure arises from factors outside our reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Service or using or disclosing any of Your Content.

## Compliance with Laws

You will comply with all laws and regulations applicable to your activities under or in connection with this Agreement, including without limitation United States export control laws, regulations and executive orders.

## Geography

We are based in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## Miscellaneous Provisions

No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between us and you regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, this Agreement and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate this Agreement (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. This Agreement will be binding upon and

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inure to the benefit of the parties' successors and permitted assigns. This Agreement may be executed electronically, and your electronic assent or use of the Service shall constitute execution of this Agreement. You agree that the electronic text of this Agreement constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. As used herein and unless the intent is expressly otherwise in a specific instance, the terms "include," "includes" or "including" shall not be limiting and "or" shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of this Agreement. You agree that email to your email address on record will constitute formal notice under this Agreement. There shall be no third-party beneficiaries to this Agreement.

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## DISCOUNTS, RETURNS AND REFUNDS

### Zazzle and other Third-Party Products

Zazzle and other Third-Party vendors have their own policies for returns, refunds, cancellations and shipping and discounts etc. For Zazzle purchases, you can review their website for the policies that are applicable to you at the time of your purchase. Just FYI, we haven't had any issues or complaints from Zazzle customers.

### Personalized Products

In general, personalized products cannot be returned, simply because they require many hours to produce and typically cannot be re-sold because they are personalized. Thus, it is up to the buyer to be comfortable that they will generally be happy with the product from their review of the samples shown on the website; given that the quality and standards shown on the website will mirror the final product. You can cancel an order within 24 hours of the original order date and time. After that, we will do the best we can to help you, but it will depend the amount of work already done and the cost of materials that may have already been purchased.

### Original Acrylic and Watercolor Paintings and Magnetic Bookmarks

#### Refund Policy

You have seven (7) days after receipt of the artwork to decide whether to keep the artwork or return it in its original condition for a refund. Please contact us and give us the reason for the return. We also require all returned artwork to be shipped by the buyer within three (3) days after notifying us that the work will be returned. You must ship the artwork through a traceable method and provide us with the shipment's tracking number. If you do not notify us of your intent to return the work within 7 days of receipt and/or you do not ship the work within 3 days of notifying us, you will NOT be eligible for a refund. Some exceptions may apply. Please contact us for an assessment of your specific situation.

#### How to Return Undamaged Work

- Step 1 - Within seven (7) days of your artwork delivery date, Please contact us and provide us the reason for the return.
- Step 2 - Repackage the artwork using the original packaging materials. If you've already disposed of the original packaging, you'll be responsible for purchasing packaging materials to send the artwork back safely. Please refer to our Packaging Guidelines for instructions on how to safely package artwork for shipment.
- Step 3 - Arrange to send the packaged artwork to the address we provide to you, using a traceable shipping method.
- Step 4 - Email all shipping details including tracking number to us.

#### Refunds

Once the piece safely arrives, Wildphi will process your return and the amount owed will be refunded to your original source of payment in the same currency and using the same exchange rate as your original order (minus shipping costs and international customs fees, if any) within 7-10 business days of your merchandise return.

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Additional return information–PLEASE READ.

Wildphi is not responsible for undelivered returns. Additional shipping fees may apply for international returns. Please note that these fees may possibly be avoided if you inform the courier that the item is a return–though we can't guarantee this.

What to Do If the Artwork Arrives Damaged

- Step 1 - Within seven (7) days of your artwork delivery date, Please contact us and let us know that the item was damaged.
- Step 2 - Save original packaging!
- Step 3 - Take photos of damaged artwork and packaging. Please email these photos to us.
- Step 4 - An Wildphi support representative will contact you to discuss next steps.

Shipping Costs

The shipping cost to return the undamaged artwork is the responsibility of the buyer.

Cancellations

You cancel an order within one hour of the original purchase. After that time, it will depend on whether the item has entered the shipping process or not. If an order cannot be cancelled, then you would follow the return process once the order arrives to you.

More Questions?

Feel free to contact us with any additional questions with the title "Returns or Refunds".