

TOURIA™

TOURIA TERMS AND CONDITIONS

(Last Revised: December 9, 2020)

These terms and conditions govern your use of this web site. By accessing this web site, you are acknowledging and accepting these terms and conditions. These terms and conditions are subject to change by Touria Ltd d/b/a Touria (hereinafter “Company”, “We”) at any time and at our discretion without notice. Except as specified elsewhere herein, your use of this web site after any changes are implemented constitutes your acceptance of the changes. As a result, we encourage you to consult the terms and conditions each time you use this web site. If you do not agree with the terms and conditions, please do not use or access the web site.

Please read carefully, and note our MANDATORY ARBITRATION PROVISION and WAIVER OF CLASS ACTION PROVISION.

1. INTELLECTUAL PROPERTY

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To the extent that you submit a testimonial to COMPANY, you hereby grant COMPANY permission to use the testimonial along with your name, image, voice, and/or likeness with the testimonial, and you waive any right to bring a claim under right of publicity, invasion of privacy, intellectual property infringement, or any other related cause of action.

2. ABILITY TO ACCEPT TERMS AND CONDITIONS

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You affirm that you are either more than 18 years of age, or an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions, and to abide by and comply with these Terms and Conditions.

3. PAYMENT AND REFUND POLICY

Single Payment

COMPANY offers a 14 day money back guarantee. If you are not satisfied with our services or products within the first 14 days for any reason, you can simply contact us at Info@touria.earth within that period and request a full refund of the fee that you paid. For physical products, you must return them to us according to the physical return instructions you will be provided before the refund will be issued. We are not responsible for the cost of return shipping on physical products. Payments made with a credit card will be refunded to the card used for your order.

4. PRIVACY

Please read the Privacy Policy carefully to understand how COMPANY collects, uses, and discloses personally identifiable information from its users. The Privacy Policy is hereby incorporated by reference as part of these Terms and Conditions.

5. THIRD PARTY REFERENCES / HYPERLINKS

This site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under the control of COMPANY, and you acknowledge that COMPANY is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by or any association with its operators.

6. CONTACTING US

If you need to contact us for any reason, you can email us at touria.earth.

7. DISCLAIMER OF WARRANTIES

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ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS SITE (THE "CONTENT") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY AND ITS AGENTS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS SOLELY AT YOUR RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. Any provision herein to the contrary notwithstanding, the maximum liability of COMPANY to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Content delivered to You hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to COMPANY by You for the Content whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of COMPANY arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the web site and any services rendered hereunder and that, were COMPANY to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

9. INDEMNIFICATION

Upon a request by COMPANY, you agree to defend, indemnify, and hold COMPANY and its other affiliated companies harmless, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your misuse of this site.

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10. SEVERABILITY AND INTEGRATION

Unless otherwise specified herein, this agreement constitutes the entire agreement between you and COMPANY with respect to this site and supersedes all prior or contemporaneous communications between you and COMPANY with respect to this site. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

11. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Pennsylvania. You hereby consent to binding arbitration in the State of Pennsylvania to resolve any disputes arising under this Terms and Conditions.

12. ARBITRATION OF DISPUTES

Except for payment/collection issues or infringement of Company's intellectual property, which can be heard by a court of competent jurisdiction, the parties agree that any dispute or claim in law or equity arising between them regarding the use of this web site or these Terms and Conditions, including any dispute regarding the enforceability or applicability of this arbitration provision, shall be decided by neutral, binding arbitration conducted in Pennsylvania. The arbitrator shall be a retired judge, justice, or an attorney with at least 10 years of legal experience relating to the subject matter of this Agreement, unless the parties mutually agree otherwise, who shall render an award in accordance with the substantive laws of Pennsylvania. In all other respects, the arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, subject to the parties being allowed limited discovery. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction.

NOTICE: BY USING THIS WEB SITE YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION YOU MAY BE COMPELLED TO ARBITRATE ANYHOW PURSUANT TO A COURT ORDER. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. IF YOU DO NOT WISH TO AGREE TO ARBITRATION, THEN YOU MAY NOT USE THIS WEB SITE.

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13. CLASS ACTION WAIVER

ARBITRATION OR ANY OTHER LEGAL ACTION ARISING IN CONNECTION WITH THE USE OF THIS WEB SITE, THE SERVICES OFFERED THROUGH THIS WEB SITE, OR THESE TERMS AND CONDITIONS MUST BE ON AN INDIVIDUAL BASIS, WHERE ALLOWED BY APPLICABLE LAWS. THIS MEANS NEITHER YOU NOR COMPANY MAY JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

14. ATTORNEYS' FEES

In any dispute, action, proceeding, or arbitration regarding the use of this web site or these Terms and Conditions, including the enforcement of any arbitration provision herein, the party prevailing in such action or proceeding shall be entitled to recover, in addition to any other award of damages or other remedies, its reasonable attorneys' and experts' fees, costs and expenses (including, without limitation, expenses for expert witnesses and all reasonable attorneys' fees, costs and expenses upon appeal).

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