

Terms and Conditions Of Use

Welcome to the Terms and Conditions page (“Site Terms”) for Kelly-Hampton.com website (the “Website”), which is owned and operated by Healing Enterprises, LLC, a Missouri limited liability company (referred to herein as “Star Healing Intergalactic Energy,” “we,” “our” or “us”). These Site Terms create an agreement between you and Healing Enterprises, LLC applicable to your use of our Website. We reserve the right, at any time, to modify, alter, or update these Site Terms, and you agree to be bound by such modifications, alterations, or updates once they are posted on our Website.

1. Your Obligations

In consideration of your use of the Website, you agree: (a) that any information you are prompted to provide to us about yourself (such as during registration or purchase) shall be accurate, current and complete, and (b) that you will maintain and promptly update such information to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that that such information provided is inaccurate, not current or incomplete, we have the right to suspend or terminate your use of our Website (or any portion thereof), discontinue your participation or involvement in any seminars or events, and discontinue selling you any of our products.

By accessing the Website, you are agreeing to comply with and be bound by these Site Terms and the Website’s Privacy Policy, and incorporated herein by reference. If you do not agree with the Site Terms and the Privacy Policy, please immediately discontinue any further use of this Website or use any of its services.

2. Licenses and Website Access

Subject to these Site Terms, we grant you a limited, revocable, non-transferable license only to make personal use of the Website, including without limitation any and all Website Content. For purposes of these Site Terms, “Website Content” shall include any text, message, data, photograph, image, graphic, information, audio/video file or other material, as well as all page headers, custom graphics, logos, sounds, images and button icons.

You may not: (a) make any resale or commercial use of the Website or the Website Content (as defined below); (b) make any derivative use of the Website or the Website Content; (c) use any data mining, robots, or similar data gathering and extraction methods within the Website, (d) copy, reproduce, republish, upload, post, transmit, or distribute in any way any materials or products found on the Website without authorized permission; (e) use, frame or utilize framing techniques to enclose any trademark, logo or other proprietary information (including the layout or design of any page of the Website); or (f) use any meta tags or any other “hidden text” utilizing the same or similar name, trademark, or product name of “Star Healing Intergalactic Energy” without Healing Enterprises, LLC prior written permission or as expressly permitted herein.

Except as expressly stated in these Site Terms, you are not conveyed any right or license by implication or otherwise in or to any patent, trademark, copyright, or proprietary right of Star Healing Intergalactic Energy or any third party.

Any unauthorized use of the Website will terminate the permission or license granted by the Site Terms, and may violate copyright, trademark and other laws, and subject you to legal action.

3. Enforcement of Rules and Policies

We may investigate any reported violation of our policies or complaints and take any appropriate action that we deem appropriate. While we are not obligated to take any action, such action may include, but is not limited to, issuing warnings, suspension or termination of service. We also reserve the right to report any activity that we suspect violates any law or regulation to appropriate law enforcement officials, regulators, or other third parties.

In order to protect our systems and users, ensure the integrity and operation of our business and systems and/or to cooperate with governmental requests, we may access and disclose any information we consider necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, and usage history. Healing Enterprises, LLC right to disclose any such non-confidential or non-privileged information shall govern over any terms of The Reconnection’s [Privacy Policy](#).

4. License and Idea Submission

You agree to grant to Star Healing Intergalactic Energy a non-exclusive, worldwide, royalty-free, perpetual license, with the right to sublicense, reproduce, distribute, transmit, create derivative works of, and publicly display any comments you submit to the Website by all means and in any media now known or hereafter developed. You agree that you shall have no recourse

against The Reconnection for any alleged or actual infringement or misappropriation of any proprietary right in any comments you submit to us. You represent and warrant that the posting of your comments or other use thereof will not violate any privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

5. Limitations on Service

You acknowledge that The Reconnection may establish limits concerning your use of the Website and its services and reserves the right at any time to modify or discontinue your access to the Website (or any part thereof) with or without notice, including but not limited to the materials, audios, videos, functionality or hours of availability, or the equipment needed for its access or use.

6. The Reconnection Audio and Video Recordings

In the event you desire to access the free audio and video file section of the Website, you will be able to do so without becoming a registered user. The audio and video files provided on this Website are for informational purposes only, and are in no way intended to diagnose, cure, or treat any medical or other condition. The audio and video files are intended for your personal use only. You may not authorize others to use the audio and video files or any of our programming, and you may not in any way make commercial or other unauthorized use, by publication, re-transmission, distribution, performance, caching, or otherwise, of our audio and video files or any other programming, and you may not download, copy, reproduce, or edit any of our audio and video files or programming.

You agree and acknowledge that any and all audio and video files and programming you watch thru the Website is owned by or licensed to The Reconnection, and you have no claim to any intellectual property right or any other right to the contents of the audio and video files in any manner whatsoever.

7. Your Indemnification and Release

You shall remain solely liable for any comments you transmit to The Reconnection. You agree to defend, indemnify and hold harmless The Reconnection, including its subsidiaries, divisions and affiliates, as well as its and their respective directors, officers, members, managers, employees and agents (collectively, the "Released Parties"), from any claim, action, demand, loss, expense or damages (including attorneys' fees and related costs) made or incurred by any third party arising out of or relating to your conduct, your violation of these Site Terms, your violation of any rights of a third party, or your breach of any of your representations and warranties herein. In the event that you have a dispute with one or more users, you agree to release the Released Parties from any actual or threatened claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor", and you agree to waiver any other related statute in other jurisdictions.

8. Ownership

All right, title and interest in the Website and the Website content (including but not limited to documents, information, materials, graphics, sounds, videos, images and articles) is owned and/or controlled by The Reconnection and is protected by the copyright laws of the United States of America and foreign jurisdictions. You hereby acknowledge and agree that The Reconnection (or any applicable third party as determined by The Reconnection in its sole discretion) is the owner of any posted Website content, and that you do not acquire any ownership or license rights over any such Website Content by downloading, reading or, otherwise, using it. You may display and download portions of the Website content from the different areas of the Website solely for your own non-commercial use. Any redistribution, retransmission, posting, or publication of any Website content is strictly prohibited without our express written consent on a case by case basis. You further agree not to modify or delete any proprietary notices from the Website content downloaded from the Website. All Website design, text, graphics, and the selection and arrangement thereof, are owned or licensed by The Reconnection. Copyright 2010, ALL RIGHTS RESERVED.

9. Trademarks

All trademarks, service marks, logos, trade names, and any other proprietary designations used herein are trademarks of The Reconnection. The Reconnection may in certain circumstances allow third parties to use their trademarks, service marks and trade names on the Website, with the express written permission of The Reconnection.

10. Links to Third Party Sites

There are links throughout the Website that will let you leave the Website. These links are provided as a courtesy only, and the sites they are linked to are independent and are not under the control of The Reconnection in any manner whatsoever.

Therefore, The Reconnection is in no manner responsible for the contents of any such linked site or any link contained within a linked site, including any changes or updates to such sites. The Reconnection is providing these links merely as a convenience, and the inclusion of any link does not in any way imply or express affiliation, endorsement or sponsorship by The Reconnection of the site and/or any of its content therein. Your linking to any other website(s) is at your own risk and you acknowledge that you bear all risks associated with access to and use of content provided on such third party website and agree that The Reconnection is not responsible for any loss or damage of any sort you may incur from dealing with such a third party.

11. Price and Payment

You agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time a purchase or charge is made. We reserve the right to institute new fees or charges effective upon notice to you. When prompted to do so, you must provide us with valid credit card information. If payments that cannot be charged to your credit card are returned to us for any reason, we reserve the right either to suspend or terminate your order, thereby terminating all further obligations by The Reconnection. You are responsible for maintaining the confidentiality of your password. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your password, ID, or any credit, debit or charge card number stored anywhere on our Website), you must promptly change your password and notify us of the problem to avoid possible liability for any unauthorized charges to your account.

12. Disclaimer

THE WEBSITE AND THE MATERIALS, PRODUCTS, AND SERVICES AVAILABLE FROM THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE RECONNECTION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HEALING ENTERPRISES, LLC, STAR HEALING INTERGALACTIC ENERGY DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE WEBSITE AND THE SERVICES AND PRODUCTS. THE RECONNECTION DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE RECONNECTION DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS OR CONTENT IN THE WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL THE RECONNECTION BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF ANY SERVICES OR PRODUCTS FOUND ON ITS WEBSITE. THE RECONNECTION CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS IN CONNECTION WITH ITS SERVICES OR PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE RECONNECTION DISCLAIMS ANY WARRANTIES FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE WEBSITE, OR ACCESSED THROUGH ANY LINKS ON THE WEBSITE. THE RECONNECTION MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE WEBSITE.

13. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL THE RECONNECTION, OR ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES OR AGENTS BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE RECONNECTION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE WEBSITE OR ITS SERVICES OR PRODUCTS, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE WEBSITE OR THE SERVICES OR PRODUCTS, FROM INABILITY TO USE THE WEBSITE OR THE SERVICES OR PRODUCTS, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE WEBSITE OR THE SERVICES OR PRODUCTS. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICES OR PRODUCTS OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR THE SERVICES OR PRODUCTS OR ANY LINKS ON THE WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IF YOUR USE OF MATERIALS FROM THIS WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. Intellectual Property Protection

The Reconnection respects the intellectual property rights of others, and requires that all users do the same. You may not embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. The Reconnection has the right to terminate a user's use of the Website for such actions.

If you believe your work has been copied and posted on the Website in a way that constitutes copyright infringement, please send The Reconnection's Copyright Agent a notification of claimed infringement with all of the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Website; (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. The Reconnection's Copyright Agent for notification of claimed infringement can be reached as follows: The Reconnection, LLC, P.O. Box 3600, Hollywood, CA 90078-3600, Attn: Copyright Agent.

15. **Termination**

Notwithstanding any of these Site Terms, we reserve the right, without notice and in our sole discretion, to suspend or terminate your license to use the Website (which would include deleting or deactivating your account, blocking your email or IP address, and/or blocking or preventing your future access to and use of the Website). You agree that The Reconnection shall not be liable to you or any third party for any suspension or termination of your access to the Website. Further, you agree not to attempt to use the Website after said suspension or termination unless you have received prior written permission from The Reconnection.

16. **Severability**

If any provision of the Site Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions.

17. **Notices**

Except as explicitly stated otherwise, any notices shall be given by postal mail to The Reconnection.com, P.O. Box 3600 • Hollywood, CA 90078-3600, or by email at info@thereconnection.com. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or the email was undeliverable. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to The Reconnection during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

18. **Legal Information**

The Reconnection, Eric Pearl and any authorized seminar instructor or teaching assistant are practitioners of Reconnective Healing and the process of The Reconnection® and in such capacities they and The Reconnection staff are not practicing medicine, prescribing medication, performing surgery, or engaging in any other treatment or activity which requires a professional medical license. Reconnective Healing services are not licensed by any U.S. or international agency or government body. Any related information (i.e. information learned in connection with The Reconnection's seminars, programs, materials and related healing services) conveyed to attendee in any form (including but not limited to that certain written work currently entitled "The Reconnection: Heal Others, Heal Yourself") and learned, viewed, listened to, read or otherwise obtained (collectively "learned") by attendee at anytime prior to, contemporaneously with or after the seminar is not designed to, and does not provide, medical advice. Never disregard professional medical advice, or delay in seeking it, because of something you have learned from the seminar or related information. Nothing you learn from the seminar and related information is intended to replace the services of a trained health care professional or be a substitute for medical advice, diagnosis and/or treatment by a physician or psychological practitioner. The Reconnection recommends that you consult a physician in all matters relating to your health, particularly with respect to any symptoms that may require diagnosis, treatment or medical attention. The Reconnection makes no claims, promises, representations or warranties with respect to any information offered or provided in the seminar, at its events, its products, and related information regarding your health care needs. If you have any concern about your psychological or physical fitness to participate in a seminar, or at an event, you should first consult with your own medical or psychological professionals.

Eric Pearl endorses only those people to teach these workshops whom he has specifically trained and authorized to do so. Please contact us at info@thereconnection.com or by phone at +1 323 960 0012 or 1 888 ERIC PEARL (1 888 374 2732) prior to attending any seminar that proposes to offer training in Reconnective Healing or The Reconnection taught by anyone other than Eric Pearl and The Reconnection Faculty. We will let you know whether you are attending a seminar taught by a qualified instructor.

19. Miscellaneous

The Site Terms constitute the entire agreement between you and Power Yoga and govern your use of the Website and its services and products, superseding any prior agreements between you and Power Yoga. This Agreement is governed by and construed in accordance with the laws of the State of California, exclusive of its provisions on conflicts of laws. In respect of any dispute relating to this Agreement, the use of the Website, or the services or products provided through the Website, any such dispute must be brought exclusively in a court of competent jurisdiction sitting in Los Angeles, California, and you hereby consent to the personal jurisdiction of any such court. The prevailing party shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings. Any cause of action or claim you may have against The Reconnection with respect to the Website must be commenced within one (1) year after the claim or cause of action arises. Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you. You acknowledge that the provisions, disclosures and disclaimers set forth above are fair and reasonable and your agreement to follow and be bound to them is not the result of fraud, duress or undue influence exercised upon you by any person or entity. Both parties agree that there are no representations, promises, warranties or undertakings by you or The Reconnection contrary to those set forth above. You agree that the Site Terms and Privacy Policy shall not be construed against the drafting party (*i.e.*, The Reconnection).

Last Updated: November 22, 2010