Soulful Vision User Agreement

Soulful Vision User Agreement

Effective date: August 1st 2023

Welcome to the User Agreement. This is a legal agreement between you and Soulful Vision, LLC, doing business as Soulful Vision, LLC and hereinafter referred to as "Soulful" (collectively, the "parties," "we" or "us"). If Soulful Vision, LLC. accepts your Account Registration, you will become a "User" having access to the Site and Services only under the policies, terms and conditions below.

Information you provide is governed by our Privacy Policy. BY CREATING AN ACCOUNT OR OTHERWISE USING THE SITE (AS DEFINED BELOW) AND ANY SERVICES (AS DEFINED BELOW), YOU ARE AGREEING TO BE BOUND BY THIS USER AGREEMENT. IF YOU DO NOT AGREE TO ACCEPT THIS USER AGREEMENT IN ITS ENTIRETY, YOU SHOULD NOT ACCESS OR USE THE SITE OR SERVICES.

NOTICE OF CLASS ACTION WAIVER AND ARBITRATION PROVISION: PLEASE NOTE THAT THIS USER AGREEMENT INCLUDES A CLASS ACTION WAIVER AND A MANDATORY ARBITRATION PROVISION. OTHER THAN CERTAIN EXCEPTIONS, ANY DISPUTE, ACTION, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS USER AGREEMENT MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS, AND MAY NOT BE ARBITRATED OR OTHERWISE PURSUED AS A CLASS ACTION. PLEASE SEE SECTION 19 BELOW.

Privacy Policy

Soulful Vision, LLC. is committed to protecting your privacy and personal information. This Privacy Policy explains how we collect, use, share and safeguard your data when you visit our website, use our services or interact with us.

We collect information that you voluntarily provide to us when you register for an account, subscribe to our newsletter, participate in our surveys, contests or promotions, purchase our products or services, contact us for support or feedback, or otherwise communicate with us. This information may include your name, email address, phone number, billing and shipping address, payment information, preferences and interests, and any other information you choose to share with us.

We also collect information that is automatically generated when you access or use our website or services. This information may include your IP address, device type, browser type, operating system, access times, pages viewed, links clicked, cookies and other similar technologies. We use this information to improve our website functionality, user experience, security and performance.

We do not sell, rent or trade your personal information to any third parties without your consent. We may share your information with our affiliates, service providers, business partners, advertisers and sponsors who help us provide our website and services to you. We may also share your information with law enforcement agencies, regulators, courts or other authorities if we are required or permitted by law to do so.

We respect your choices regarding your privacy. You can update, correct or delete your account information at any time by logging into your account or contacting us. You can also opt out of receiving marketing emails from us by following the unsubscribe link in the email or contacting us. You can also manage your cookie preferences by adjusting your browser settings.

We take reasonable measures to protect your personal information from unauthorized access, use, disclosure, alteration or destruction. However, no method of transmission or storage is completely secure and we cannot guarantee the absolute security of your information. You are responsible for maintaining the confidentiality of your account password and for any activities that occur under your account.

We may update this Privacy Policy from time to time to reflect changes in our practices or applicable laws. We will notify you of any material changes by posting the updated policy on our website or sending you an email. Your continued use of our website or services after the update constitutes your acceptance of the revised policy.

If you have any questions or concerns about this Privacy Policy or how we handle your personal information, please contact us at Soulfulvision.info@gmail.com. We will respond to your inquiry as soon as possible.

For convenience, we will refer to Soulfulvision.net website, "Mail" (any email you send from your User account to another User), "Chat" (any live chats conducted between you and another User), Phone Services (including recordings posted by Users and Services available through 1-800-320-9665 and other numbers that Keen maintains for access by Users) and any other content therein as the "Site." We will refer to any advice, information, entertainment and other products or services you may receive from other Users or their listings on the Site as the "Services." All Users, whether they access the Site or provide or receive Services from other Users, will be referred to as "Users."

The policies, terms and conditions below limit Soulful's liability and obligations to you, and Soulful may change, suspend or terminate your access to and use of the Site and Services at any time if in Keen's sole discretion you violate any terms and conditions of this User Agreement and Soulful's policies. We urge you to carefully read the following terms and conditions, and all policies referenced below or elsewhere on the Site. The following policies and rules are incorporated into this User Agreement by reference and provide additional terms and conditions:

To the extent that there are any conflicts between the terms or conditions in the above policies and this User Agreement, the terms and conditions of the User Agreement shall govern.

1. Eligibility to use the Site and Services is limited.

The Site and Services are available only to persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. The Site and Services are intended for individuals who have reached the age of majority in their jurisdiction and have the legal capacity to enter into contracts under applicable law. You may not access or use the Site and Services if you do not have a valid User Agreement with Soulful, or if Soulful has terminated or suspended your access or use of the Site and Services. Furthermore, you may not access or use the Site and Services if doing so would violate the laws of the United States or any other country.

2. You consult with Users or provide Services at your own risk.

(a) Soulful is not responsible for providing, producing or controlling any Services offered on this Site. We do not evaluate nor provide advice about the information exchanged between Users either. The verification services are provided by third parties and we don't guarantee their accuracy. Additionally Soulful does not make editorial decisions regarding content posted herein nor will it be held accountable if a User fails to comply with applicable laws concerning such postings.

We offer technology that allows our Users to connect with each other but we cannot monitor what they say or write - hence why we aren't liable for anything said or written including listings available through this Site. Therefore please exercise caution when using this platform as we can neither control nor verify its truthfulness, completeness, timeliness, quality, applicability or legality.

Soulful is not responsible for the exchange or use of any information, files or goods between Users. You are solely accountable for exercising caution, discretion, common sense and judgment in utilizing our Site and Services while evaluating User qualifications through their listings or feedback system. Additionally we prohibit requesting personal contact details from other users as well as exchanging them voluntarily at your own risk if you choose to do so.

Soulful does not guarantee that users who are placed in specific categories have any expertise or qualifications related to those areas. We do not take responsibility for monitoring user feedback nor policing our community members in any way. If you suspect a fellow member has violated the law, threatened someone else's safety or wellbeing please contact authorities such as law enforcement agencies immediately without delay.

Moreover we prohibit using this platform solely for soliciting other users with intentions of meeting them offline at their own risk. Therefore if you choose to meet up with another individual after connecting through Soulful it is entirely your decision and should be done so cautiously.

Remember: Safety first! Always exercise caution when interacting online or in person with strangers.

Soulful does not endorse, recommend or guarantee any advice, entertainment services or other products provided by Users on its platform. You should use your own judgment when deciding whether to initiate contact with another User and/or discontinue using the Services offered through Soulfuls website. We may monitor live telephone conversations between Users for operational purposes such as quality assurance checks; by agreeing to this User Agreement you consent to our monitoring of these calls.

(b)Additionally we reserve the right to review pre recorded messages sent via Mail or Chat functions on our site while also reserving the ability to reach out directly in order to evaluate compliance with policies set forth within this agreement. It is important that all users understand and adhere to the terms laid out within our Privacy Policy which forms part of this User Agreement. By continuing to utilize our website you are acknowledging acceptance of said policy.

(c) If you have a dispute with another User, or suffer any harm arising out of or connected with any Services provided by another User, you hereby waive all claims against and release Soulful (and its parents, subsidiaries, employees, officers, directors, shareholders, suppliers, joint venturers and agents) from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any such other User or his/her Services or with regard to disputes relating thereto. This provision is further supplemented by Appendix A relating to Release of Liability.

3. Soulful reserves the right to modify or terminate your use of our Site and Services at any time.

(a) To continue using these platforms after changes have been made you must confirm acceptance by agreeing with new terms upon first visit post-change. If disagreeable users choose not comply they may cease usage altogether while canceling their Account serves as sole remedy available for such action taken against them without further recourse possible through legal channels unless otherwise specified in writing from Soulful management team members authorized representatives designated agents acting on behalf of company interests or affiliates directly involved with this matter specifically related issues concerning this topic addressed herein exclusively pertaining only those who've registered accounts within said system operated under ownership control by said entity named above mentioned previously throughout text written content presented beforehand leading up until now including but not limited by: "Soulful" or "Site/Services".

(b) Soulful reserves the right to suspend or terminate your access to its Site and Services without notice as determined by Soulful in its absolute discretion. Additionally, if Soulful suspects that you have violated any provision of this User Agreement or established policies/rules it may take appropriate actions such as notifying authorities or banks. or implementing measures deemed necessary under law. To cancel your account at any time simply fill out our Customer Support form selecting "Cancel Account" in the subject line. However note that doing so does not release you from paying owed amounts due to us.

4. Soulful's limited role.

(a) As a user of Soulful you agree to appoint us as your limited agent for receiving payments related to services rendered by yourself. This means that any payment received through our platform is considered final and satisfies the obligation owed by those making such transactions towards you. It should be noted though that apart from this specific function we act solely as an interface facilitating communication between users on their own accord.

(b) As a User on Soulful you are not considered an employee, agent or contractor of the platform. You should refrain from representing yourself as such. The responsibility for obtaining any necessary licenses falls solely upon your shoulders when providing Services through our Site or using it in general. Furthermore reporting and payment of all taxes associated with these activities - including those related to payments received for Services rendered - is also entirely up to each individual user themselves without involvement by us whatsoever.

We do not take responsibility for alerting law enforcement agencies about threats made against oneself or others that violate laws; this obligation lies exclusively with every single person who uses our site.

By agreeing to use our services while acknowledging these terms and conditions users accept full accountability for their actions within the scope of our platform.

5. You are solely responsible for the use of your User account and agree to the following fee and payment terms:

(a) Soulful provides a platform for users to connect with experts in various fields. The rates for these services are set forth by the applicable listing and may vary depending on location or expertise level. A "Conversation" refers to any live call or Chat while "Transaction" encompasses both Conversations as well as pre recorded calls initiated through the Site using your password protected User account along with Mail responses sent out from Users who charge fees for email replies (Paid Mails). By utilizing this service you authorize Soulful to collect payment immediately upon conclusion of each Transaction regardless of its quality or completeness based on per minute charges listed for Conversations and fixed amounts indicated for Paid Mails. From time to time promotional offers or special discounts might be available at Souls discretion; however eligibility requirements could apply. Fees associated with Paid Mails are collected directly when accepted by recipients without consideration given towards their quality or completeness levels. To ensure authenticity of user accounts and listings, Soulful reserves the right to conduct necessary investigative measures such as ordering credit reports or performing other verification checks. This is done solely for security purposes and ensures that all parties involved receive fair treatment throughout transactions made via our site.

(b) To ensure the security of your User account we strongly advise against sharing access with anyone else. You are responsible for maintaining confidentiality regarding both password and user information at all times; any activity conducted under these credentials will be considered as having been done by you alone.

(c) Your password and User account are solely responsible for all activity on the Site and Services. You agree to pay for any purchases made using this information. Soulful is not liable should an unauthorized person gain access through your login credentials. The Privacy Policy outlines how we may use personal data provided by you during registration or usage of our services.

(d) To ensure that our users have a safe and secure experience on the Site or Services we may verify certain aspects of your account information such as creditworthiness, identity verification etc. This process is necessary for us to maintain high standards in providing quality services while protecting both parties involved from fraudulent activities. As part of this procedure you will be required to provide additional details about yourself which shall remain confidential between Soulful and its trusted third party service providers who are responsible for conducting these checks. We also require authorization from all concerned individuals before accessing their personal data through consumer reporting agencies so that accurate results can be obtained without any delay whatsoever.

6. In using or accessing the Site or Services, you agree to comply with the following:

(a) You are solely responsible for the content provided and the content on listings created under your User account.

(b) We value your privacy and security on our platform. Therefore we prohibit any recording or storing of live voice calls or Chats received through the Site - including Paid Mail- without permission from all parties involved in such conversations. Additionally users are not allowed to record other peoples voice calls unless they have given their consent first. However users can create Recorded Listings as described further on Help page for sharing with others according to Services Rules Policy guidelines. We take this matter seriously and will enforce these rules strictly. Thank you for understanding!.

(c) You will not "frame," "mirror" or otherwise copy any portion of the Site without Soulful's express written authorization.

(d) You will not use the Site for any purpose that is, or depict any content that is, unlawful, fraudulent or contrary to this User Agreement and the policies of Soulful, and you will cooperate fully with Keen to investigate any suspected unlawful, fraudulent or improper activity, including but not limited to granting authorized Soulful representatives access to any password-protected portions of your User account.

(e) You will conduct all for-fee communications that you have with other Users only through the Site, and you will not circumvent or attempt to circumvent the Site using third-party payment or other services. Nothing in this User Agreement, however, prevents you from providing similar services through other channels.

(f) You will not use the Site to conduct or transmit any unlawful, harassing, libelous, privacy invading, abusive, threatening, defamatory, slanderous, vulgar, obscene, racist, harmful, or otherwise objectionable communications or material of any kind. You will respect the privacy of others and will not (i) attempt to obtain the personal contact information (including usernames and IDs on other communication platforms) of another User.

(g) You will not attempt to harm, disrupt or gain unauthorized access to the computer systems or networks associated with the Site or another User's computer or device.

(h) You will not attempt to obtain any information or materials relating to the Site through any means not intentionally made available through the Site.

(i) As a valued customer of Soulful we require that you only use payment methods for which you are the authorized user. We appreciate your commitment to providing us with accurate and up-to-date personal information including contact details at all times during our business relationship together. To ensure transparency in communication between parties it is essential that no false identities or impersonations occur while using our services - this includes using names not authorized by law or otherwise prohibited under applicable regulations. Thank you again for choosing Soulful!

(j) You will not create obscene, offensive, tasteless, defamatory or hateful User names or content for listings.

(k) As a user of the Site and provider of Services you are required to adhere strictly to all applicable laws governing your actions. This includes meeting professional licensing requirements as well as following advertising regulations and guidelines in force at present. Failure to do so could result in legal consequences or other negative outcomes.

(l) You will not encourage or instruct any other specific to do any of the preceding or to violate any term of the User Agreement and Keen policies.

7. In using the Services, you agree that:

(a) Soulful owns all rights to the Services and Site including its entire contents, functionality, designs, formats, buttons, information, software, text displays images videos audio phone numbers extensions along with any inventions patents copyrights trademarks or other intellectual property rights derived from them. The derivative works are also included in this ownership arrangement as well as improvements made by Soulful or third parties involved in creating these elements for use on our platform. You should note that we do not grant any implied license through estoppel or otherwise under any patent trademark copyright or proprietary right owned either by us or a third party entity connected with developing content for our site.

(b) By using Soulfuls services you acknowledge that (i) the toll free numbers, phone numbers and extension numbers assigned to you are not yours to own or control; they remain under Soulful's ownership at all times. rights in any User listing name belong solely with Soulful as well (ii) Soulful may change your toll free number, phone number or extension without notice if it deems necessary for operational purposes (iii) should you stop actively utilizing these resources through our platform or have had your account terminated by us then we reserve the right to recycle them elsewhere on other websites/media channels of our choosing - including but not limited to display advertising related activities. To clarify further: anything posted publically via our Site or Services can be used by ourselves or third party providers affiliated with us for promotional purposes - this includes details such as user names registration dates etc. along with photos submitted alongside reviews or ratings given by users themselves . By continuing use of our site after reading this agreement acknowledges acceptance of these terms.

(c) By utilizing Soulfuls services you acknowledge that the toll free numbers, phone numbers and extension numbers assigned to your account remain under our ownership at all times. we reserve the right to change these resources without notice if necessary for operational purposes or recycle them elsewhere on other websites/media channels of our choosing - including but not limited to display advertising related activities. Additionally anything posted publicly via our Site or Services can be used by ourselves or third party providers affiliated with us for promotional purposes - this includes details such as user names registration dates etc. along with photos submitted alongside reviews or ratings given by users themselves . By continuing use of our site after reading this agreement acknowledges acceptance of these terms.

8. Account Maintenance Fee.

Soulful may charge an Account Maintenance Fee of five dollars ($5.00) per month for all User accounts after a period of twelve (12) months without activity on the Site or Services. Additionally Soulful reserves the right to terminate your account if there is no usage within this time frame from when you last used it. The first year remains free of cost.

9. Soulful disclaims any warranties or representations regarding the Site and Services.

THE SITE AND ANY SERVICES OR GOODS OBTAINED THROUGH THE SITE ARE PROVIDED "AS IS" WITH NO WARRANTY OF ANY KIND. SOULFUL AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, SERVICES AND ALL COMMUNICATIONS BETWEEN USERS MADE THROUGH THE SITE, INCLUDING ANY IMPLIED WARRANTY OF QUALITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. IN ADDITION, SOULFUL MAKES NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SITE WILL BE ERROR FREE.

We provide the site and its services "as is" without any warranty of any kind. We expressly disclaim all warranties, expressed or implied, including an implied warranty of quality, availability, merchantability, fitness for a particular purpose or non-infringement. In addition, we make no representation or warranty that the operation of the site will be error free. Our warranty is enforceable to the fullest extent allowed by law. In cases where any jurisdiction limits this guarantee we will abide by those restrictions but only up until they become necessary under applicable laws and regulations; anything beyond that remains valid and in effect.

10. Soulfl's liability for your access to and use of the Site and Services is limited and you are responsible for your use of the Site.

Soulful and its parents, subsidiaries, agents or suppliers will not be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the site or services. The maximum aggregate liability of Soulful to you under this agreement shall not exceed the greater of (a) the total fees actually earned by Soulful from you (after payments to users and other third parties) in the previous twelve months, and (b) two hundred dollars ($200). Soulful will not be responsible for the consequences of any interruptions or errors.

Such limitation is enforceable to the fullest extent of the law. To the extent that any jurisdiction does not allow limitations on such damages, this limitation extends only as far as such law allows. Soulful's liability is limited to the fullest extent of the law. In New Jersey, this limitation does not apply if mandated by statute. You agree to hold harmless and indemnify Soulful and its employees, parents, subsidiaries, agents, and representatives from any liabilities arising from or related to your use of the site for providing services to others, including all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, known and unknown, foreseeable and unforeseeable, disclosed and undisclosed.

11. Soulful prohibits the unauthorized use of copyrighted materials and trademarks.

Soulful prohibits the unauthorized use of copyrighted materials and trademarks. We take intellectual property rights seriously and enforce this policy rigorously to protect our content creators' work from infringement.

The Site and Services are not intended for transmitting, routing or storing any material that infringes upon copyrighted works, trademarks or violates intellectual property rights of third parties. Soulful owns all related names, logos, product/service names along with designs & slogans under its brand name "Soulful" - which cannot be used without prior written permission from the company itself. Other brands featured on this website belong to their respective owners exclusively.

Soulful Vision, LLC., Copyright Policy:

• We recognize the importance of protecting intellectual property rights and take claims of copyright infringement seriously. In compliance with applicable law we will respond to notices alleging such violations on our website or app. If you believe any content accessible through these platforms breaches your copyright protection please notify us by submitting a written request addressed to our designated Copyright Agent (as detailed below). As per provisions outlined under Section 512(c) within Title II of the Digital Millennium Copyright Act ("DMCA") this notice must include substantially all necessary information including identification details for both parties involved along with an explanation regarding how/where the material was accessed illegally plus proof that supports ownership over said materials being claimed as protected works under USC Sec. 106-118 & 301-304. Upon receipt of valid notification from claimants who have followed correct procedures laid down under DMCA guidelines -we shall expeditiously remove accessibility options available for disputed content until resolution is achieved between concerned parties. furthermore if need be we may also provide contact information for those seeking assistance with resolving their concerns amicably without resorting to legal action. Our goal remains ensuring fairness while upholding respect towards creators' rights.

As a valued member of our community we want to ensure that your intellectual property rights are protected. If you believe someone has infringed upon those rights by using material without permission on the Site please take action immediately. To do so follow these steps:

1) Provide us with an electronic or physical signature;

2) Identify which copyrighted work(s) have been violated (or if there are multiple works involved provide a representative list);

3) Clearly indicate where exactly this unauthorized use is taking place within our platform; and finally

 4) Include contact information such as name, address, phone number and email address along with confirmation that you hold good faith belief that utilizing said content goes against both legal statutes and agreements made between parties involved.

Actions taken swiftly will help prevent further harm from occurring while also ensuring fairness for all members of our online community. Thank you for being part of something special!

To ensure the accuracy of any written notice it is essential to include a statement confirming its truthfulness. Additionally, those acting on behalf of copyright owners must provide evidence that they are authorized representatives by making an oath under penalty of perjury. These measures help protect both parties involved in legal disputes over intellectual property rights.

LegalZoom Agent

c/o Soulful Vision LLC

914 E Beacon St

Alhambra, CA 9801

Email: Soulfulvision.info@gmail.com

11. Carrier Transactions and Charges - What You Need to Know

The Site and Services are accessible through various wireless, telecommunications or other carriers ("Carriers"). When interacting with these Carriers in connection to accessing the Site and using/providing Services including payment for usage charges participating in promotions offered by them or accepting any terms conditions warranties or representations associated with such dealings - all transactions take place solely between you and said Carrier. Soulful is not responsible for any aspect of this relationship whatsoever.

12. Other Websites to Explore

The Site may provide links to external websites operated by third parties. Soulful is not responsible for the content, terms and conditions or policies on these sites. If you choose to visit any linked website it will be at your own risk. Soulful does not make any warranties regarding accuracy completeness reliability suitability of information presented on such sites nor do we guarantee that they are free from claims of copyright infringement or viruses/contamination issues.

13. Relationship Between the Parties

Despite any provisions in this User Agreement each party shall remain independent and act independently without assuming the role of contractor, partner, joint venturer, agent or employer for one another. Neither party has authority to bind nor attempt binding obligations on behalf of the other. This is an important aspect that should be emphasized clearly within our agreement so there are no misunderstandings between us later down the line.

14. Electronic Records - The Benefits

By using the Site and Services you consent to receiving notifications electronically pursuant to this User Agreement. Additionally we will store all relevant information related to your use of our site in electronic records for future reference.

You may request a hard copy of this User Agreement or any other records pertaining to it by sending written correspondence addressed to Soulful Vision LLC at 914 E. Beacon St., Alhambra, CA.91801. You acknowledge and accept that this User Agreement constitutes the entirety of our agreement with regards to your use of the Site..

Notices given under this User Agreement are enforceable in electronic format.

15. Miscellaneous

The User Agreement is a legally binding contract between Soulful and its users. If any provision of this agreement should be found invalid or unenforceable in whole or part it will not affect the validity of the remainder of the document. The laws governing the state where you primarily received Services under this agreement shall apply to all claims covered by this agreement without giving effect to principles of conflicts of law. Soulful reserves the right to act on breaches committed by others or yourself at any time regardless of previous actions taken or not taken. This User Agreement along with policies set forth by Soulful constitute the entire understanding between us regarding our relationship. No other person has rights or remedies as a result of these terms unless explicitly stated otherwise within them.

16. Mutual Arbitration Provision

16.1 Agreement to Arbitrate

Soulful and you agree to enter into the arbitration agreement contained in this Section 16.2 ("Arbitration Provision"). This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to this User Agreement, your relationship with Soulful or one of its affiliates, successors, subsidiaries, assigns, or parent companies (together, "Soulful Affiliates"), the termination of that relationship, or any other aspect of your relationship with Soulful or any Soulful Affiliate, regardless of such dispute's date of accrual, and this Arbitration Provision continues in effect after and survives the termination of any relationship between the parties.

16.2 How this Arbitration Provision Applies

We understand that legal disputes can arise during the course of business. However, we believe in resolving these issues through arbitration rather than litigation whenever possible. Therefore, any disagreements or controversies covered by this Arbitration Provision - including those related to its validity and enforceability - will be resolved using binding arbitration according to JAMS Streamlined Arbitration Rules & Procedures ("JAMS Rules"). This process is designed to provide a fair resolution while minimizing costs for both parties involved. personalized service from start to finish. We offer comprehensive care plans tailored specifically to your needs and preferences. Our team consists of highly trained professionals who are dedicated to providing exceptional customer service every step of the way. From scheduling appointments to answering questions about insurance coverage, our staff members are here to help you navigate the complex world of dentistry with ease. Contact us today to learn more about how we can assist you.

By entering into this Arbitration Provision you agree to resolve disputes with any entity or individual through arbitration rather than a trial by jury or judge. the scope of these disputes includes those arising from your relationship with Soulful as well as background checks, privacy concerns and other related issues such as termination of that relationship trade secrets unfair competition compensation breaks and rest periods retaliation discrimination or harassment defamation slander libel claims under federal or state statutes addressing similar subject matters including but not limited to post-relationship conduct or time periods like defamation or retaliation. By signing up for this agreement you waive your right to have these types of legal cases heard in court before a judge or jury instead opting for an alternative resolution method via binding arbitration. This provision applies to all aspects of our working together - from initial contact until after we part ways - covering everything from employment law violations (such as wage & hour complaints) to alleged breaches of contractual obligations between us. We encourage both parties involved in any dispute to work collaboratively towards finding common ground while recognizing that if necessary either party may seek recourse through formal mediation or arbitration proceedings according to established rules and procedures outlined herein.

16.3 Limitations on how this Arbitration Provision Applies

This Arbitration Provision does not apply to a representative action brought on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698, et seq., to the extent that such an action can only be brought by the state or its representatives, where any resulting judgment is binding on the state, and where any alleged monetary penalties largely go to state coffers.

This Arbitration Provision does not apply to claims for workers compensation, state disability insurance or unemployment benefits. These are exempt from the provision.

In the event of an arbitrable controversy either you or Keen may apply for temporary or preliminary injunctive relief from a court with jurisdiction. However this should only be done if there is concern that not doing so could render any award ineffectual without such intervention.

In accordance with applicable law, administrative agencies may still prosecute or adjudicate claims even if there is an agreement to arbitrate governed by the Federal Arbitration Act. This provision does not preclude any party from bringing forth such a claim before their respective agency in order fulfill obligations regarding exhausting all available remedies prior making one through arbitration proceedings.

The Arbitration Provision does not apply to disputes between parties that may be exempt from predispute arbitration agreements mandated by federal law.

Arbitration Proceedings - How They Work

In arbitration, parties have the right to conduct adequate civil discovery while bringing dispositive motions and presenting witnesses or evidence as needed. Any disputes arising from this process will be resolved by an appointed arbitrator. The statutes of limitations applicable for each claim/cause of action must also be adhered to when initiating written notice within its timeframe; failure to do so could result in dismissal of claims altogether! Lastly but not least importantly - Federal Rules of Evidence are followed unless modified by said arbitrator at their discretion.

You and Soulful have agreed to resolve any disputes through individual arbitration only, waiving the right for class or collective action ("Class Action Waiver"). The arbitrators authority is limited solely to considering claims on an individual basis without granting relief based on a group claim. or collective action. Any questions regarding enforceability revocability or validity of this Class Action Waiver must be resolved by civil court rather than an arbitrator. In cases where: (i) the dispute has been filed as a class or collective action; and (ii) there is a final judicial determination that all or part of the Class Action Waiver cannot be enforced - such portion shall not be subjected to arbitration but instead litigated in a civil court with competent jurisdiction while still allowing for the remaining portions of the waiver to remain binding under arbitration rules. effective immediately upon receipt of notice from either party.

Soulful and you agree that neither of us will bring a representative action on behalf of others in arbitration. This means we won't use this process to pursue claims for groups or governments - only individual cases are allowed. Additionally, if either party brings an action based on the Private Attorney General Act (PAGA) they acknowledge that it must be resolved solely as pertains to their own personal situation rather than representing any other individuals who may have been affected by similar violations of law. The validity of these terms can only be determined through legal proceedings before a court with appropriate jurisdiction over such matters; should any provision prove unenforceable or invalid under applicable laws it shall not affect the remainder of our agreement regarding arbitrating disputes between ourselves individually. In summary: We cannot represent anyone else when bringing forth claims related to PAGA but instead focus exclusively on resolving issues specific to each person involved.

Paying for Arbitration - The Costs

As per the JAMS Rules, you and Soulful will adhere to initial filing fees. However, it should be noted that neither party shall bear any responsibility for excessive costs beyond what would normally apply in court proceedings within the jurisdiction where arbitration takes place. Furthermore, all unique expenses associated with conducting an arbitration - including but not limited to those related to hiring arbitrators or arranging venues-will fall under Soulful purview exclusively.

The cost of hiring attorneys will be borne by each party separately. However, if a claim is won that entitles the prevailing party to receive reasonable legal fees as compensation then this may change in future proceedings. The parties must keep this possibility in mind when deciding on their financial strategy for representation during litigation.

The Arbitrator's Decision and Award

16.4 The arbitrator is bound by applicable law and may award any remedy that a party deserves under such laws. However, these remedies are limited to what an individual could receive in court for the claims presented before them. The decision made by the arbitrator must be finalized in writing with reasoning provided behind it; this document can then serve as evidence if needed when entering judgment into any relevant courts of jurisdiction.

Enforcement of Arbitration Provision; Other Terms

If any party (including Soulful Affiliates) wishes to initiate legal proceedings in order to compel arbitration under this Arbitration Provision they may do so by bringing an action before a court of competent jurisdiction. The costs associated with such proceedings will be borne solely by each individual party, including attorneys' fees and expenses related thereto. Furthermore the confirmation or vacating of an arbitral award can also be sought through these judicial channels as per applicable law. This provision replaces all previous agreements regarding dispute resolution between parties covered herein and constitutes their full agreement on formal methods for resolving disputes. In case any section within this Arbitration Provision is deemed unenforceable its remaining clauses shall remain enforceable nonetheless.

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By clicking "I accept", you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of the User Agreement and Arbitration Provision, that you agree to be bound by the terms and conditions of the User Agreement and Arbitration Provision, and that you are legally competent to enter into the User Agreement and Arbitration Provision with Soulful Vision LLC.

Appendix A

In addition to the general release set forth in Section 2(c) of the User Agreement, User further agrees to waive any claims against Keen arising out of this Agreement as supplemented below. In particular, User acknowledges and agrees that:

In California:

User is releasing all rights under section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

By signing this document, you are giving up all rights under section 1542 of the California Civil Code. This section says:

You may have some claims against the other party that you are not aware of right now. If you knew about them, they might change your decision to settle with them. A general release does not cover those unknown claims.