

Terms of Service

Effective date: Jan 1, 2020

Introduction

When you visit, view, use, or access our website vanessathedreammedium.com and any applicable sub-domains thereof, or any applications, mobile applications, functionalities, content, materials, Interactive Features, or other online services provided by Vanessa The Dream Medium (collectively, the “site”), whether as a guest or a registered user, you’re agreeing to the following terms of service. These terms of service, as may be amended from time to time, together with any documents, policies, or terms they incorporate by reference (collectively, these “terms of service”), are entered into by and between you and Vanessa The Dream Medium, a Texas company (“Vanessa The Dream Medium”, “the publisher”, “we”, “our” or “us”). For purposes of these terms of service, “you” includes, individually and collectively, you (the user or Customer) and any individual or affiliate that is visiting, viewing, using, or accessing the site. To the extent that you have entered into an enterprise license agreement, master sales order, master services agreement, or other written agreement fully executed and signed by an authorized representative of Vanessa The Dream Medium that contains terms that directly conflict with any terms of these terms of service, then the conflicted terms set forth in such other agreement will control. You acknowledge and agree that by (i) visiting, viewing, using, or accessing the site, (ii) clicking “Enroll”, “Extend Access”, “Agree”, “Complete Payment”, “Purchase”, “Submit”, any similar links, or other agreement incorporating these terms of service, that you have read, understand, and agree to be bound by these terms of service, irrespective of whether you are a guest or a registered user of the site. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, THEN YOU MAY NOT ACCESS OR USE THE SITE.

Privacy Policy

Your privacy is important to us, and we are committed to protecting your personal information. Any personal information submitted in connection with your use of the site is subject to our privacy policy found at: <https://vanessathedreammedium.com> which is hereby incorporated by this reference. We will use information about you that we obtain either directly from you or that we obtain by nature of your use of the site in accordance with our Privacy Policy solely in furtherance of providing you and improving the site.

Ability to Use the Services.

In order to accept this Agreement and to use the Services, you must be a resident of an Authorized Jurisdiction and be at least 18 years of age, or if you have parental consent, at least 15 years of age in Australia or 13 years of age in all other Authorized Jurisdictions (“**Minimum Age**”). The Services are not intended for users under the Minimum Age. You hereby affirmatively represent that (a) you are at least the Minimum Age in the applicable Authorized Jurisdiction; (b) you have the consent of your parent(s) to use the Services if you are under 18 years of age; (c) you have all the applicable rights and authority to grant us the rights granted herein; and (d) you have read, understood, and agree to be bound by this Agreement. If you are not at least the Minimum Age, do not have parental consent, or you do not agree to all the terms and conditions of this Agreement, you may not use the Services.

Site Access & Account Registration

To access the site, online courses and/or any product or services offered on the site, you may be asked to provide certain account information and other details. This account information helps us to create and maintain an account for you, which is necessary for providing you the content, customer service, and management that comes with the site; as such, it is a condition of your use of the site that all account information you provide is correct, current, and complete. You agree that all account information you provide is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy. Your username, password, any other piece of information you provide to us as part of our security procedures (collectively, "Account Information"), you agree to treat such Account Information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account Information is personal to you, and you agree not to provide any other person with access to the site using your Account Information. You agree to notify us immediately (vanessathedreammedium@gmail.com) of any unauthorized access to or use of your Account Information or any other breach of security that you become aware of. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your Account Information or other personal information. Except as provided herein, you may not transfer your Account Information to any other person and you may not use anyone else's Account Information or account at any time. In cases where you have nevertheless authorized or registered another person to use your account or view a course that you purchased, or where you have acted negligently in safeguarding your Account Information as set forth above, you agree you are fully responsible for (i) the acts and omissions of such person accessing the site with your Account Information, (ii) controlling the person's access to and use of the site, and (iii) the consequences of any use or misuse by such person.

Payments, Refunds & Cancellations

a.) Payments:

Payment must be made in full at the time of purchase in order to access any course or membership. We are unable to offer "split" or delayed payments of any kind. Courses and premium memberships can only be purchased with a major credit or debit card including: Visa, MasterCard, Discover, Amex. PayPal may also be used as an alternative payment method.

b.) Refunds:

Due to the intangible and digital nature of the membership content and course material, we are unable to offer refunds for any course or membership purchased from this site. By purchasing a monthly premium membership and/or enrolling in a course, you understand and agree that all purchases/enrollment fees are final.

Course & Content Modifications

We reserve the right to cancel, interrupt, modify the purchase price (or content) of any product, service, membership fee or online course. All services, products and courses offered on this site are subject to the Disclaimers stated below.

Warranty Disclaimer

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Disclaimer & Indemnity

a.) Disclaimer:

By purchasing a course from this site, you agree that any material and content contained within the course, forums and/or live Q&A is subject to your own interpretation and that any information you receive or interpret does not constitute legal, psychological, medical, business or financial advice. You agree that choices and/or actions based on any information contained within this course are your responsibility. By purchasing this course (or any course offered on this site), you agree to not take the advice given in lieu of medical, legal, or professional advice. Any action you take as a consequence of purchasing/enrolling in a course offered on this site is solely your responsibility. Any information on this site should not replace your physician's advice. Always check with your personal physician, financial advisor or lawyer before taking any action regarding your health or financial situation.

b.) Indemnity

You agree to defend, indemnify and hold harmless Vanessa The Dream Medium, its directors, employees, licensors, independent contractors, providers, subsidiaries, and affiliates, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) (hereinafter, "Claims") arising out of or relating to: (i) your violation of these terms of service, (ii) your user content or feedback posted to the site; (iii) any use by you of the course material, content, services, or products other than as expressly authorized in these terms of service; or (iv) your use of any information obtained from the site.

Termination Policy

You agree that we may deactivate your course enrollment and/or terminate your account if we believe that you have (a) breached these terms of service; (b) infringed the intellectual property rights of a third party; (c) posted, uploaded or transmitted unauthorized user content; or (d) violated or acted inconsistently with these terms of service, our Privacy Policy, or any other applicable code of conduct. You agree that any such deactivation or termination for the foregoing reasons may be effected without prior notice to you and that neither Vanessa Estrada nor Vanessa The Dream Medium will not be liable to you or any third party for any deactivation of your account or termination.

Copyright & Trademark Policy

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Privacy Policy

Effective date: Jan 1, 2020

Vanessa The Dream Medium (“us”, “we”, or “our”) operates the <https://www.vanessathedreammedium.com/> website (the “Service”).

This page informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <https://www.vanessathedreammedium.com/>

Definitions

- **Service:** Service is the <https://www.vanessathedreammedium.com/> website operated by Vanessa Estrada, Vanessa The Dream Medium.
- **Personal Data:** Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
- **Usage Data:** Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Cookies:** Cookies are small pieces of data stored on your device (computer or mobile device).
- **Data Controller:** Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.
- **Data Processors (or Service Providers):** Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Service Providers in order to process your data more effectively.
- **Data Subject (or User):** Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection And Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data: While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Usage Data

We may also collect information how the Service is accessed and used (“Usage Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and hold certain information. Cookies are files with a small amount of data which may include an

anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Tracking technologies also used are beacons, tags, and scripts to collect and track information and to improve and analyze our Service. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Service.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.

Use of Data

Vanessa The Dream Medium uses the collected data for various purposes:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information.

Legal Basis for Processing Personal Data Under General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Vanessa The Dream Medium legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Data we collect and the specific context in which we collect it. Vanessa The Dream Medium may process your Personal Data because:

- We need to perform a contract with you
- You have given us permission to do so
- The processing is in our legitimate interests and it's not overridden by your rights
- For payment processing purposes
- To comply with the law

Retention of Data

Vanessa The Dream Medium will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies. Vanessa The Dream Medium will also retain Usage Data for internal customer support and analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to

improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

Transfer Of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from your jurisdiction. If you are located outside the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer. Intuitive Psychic Healing will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure Of Data

Disclosure for Law Enforcement: Under certain circumstances, Intuitive Psychic Healing may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Vanessa The Dream Medium may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Intuitive Psychic Healing
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security Of Data

The security of your data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

“Do Not Track” Signals

We do not support Do Not Track (“DNT”). Do Not Track is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable Do Not Track by visiting the Preferences or Settings page of your web browser.

Your Data Protection Rights Under General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Vanessa The Dream Medium aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Data. If you wish to be informed what Personal Data we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- **The right to access, update or to delete the information we have on you.** Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- **The right of rectification.** You have the right to have your information rectified if that information is inaccurate or incomplete.
- **The right to object.** You have the right to object to our processing of your Personal Data.
- **The right of restriction.** You have the right to request that we restrict the processing of your personal information.
- **The right to data portability.** You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- **The right to withdraw consent.** You also have the right to withdraw your consent at any time where Vanessa The Dream Medium relied on your consent to process your personal information.

Please note that we may ask you to verify your identity before responding to such requests.

You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data. For more information, please contact your local data protection authority in the European Economic Area (EEA).

Service Providers

We employ third party companies and individuals to facilitate our Service (“Service Providers”), to provide the Service on our behalf, to perform Service-related services or to assist us in analyzing how our Service is used. These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Analytics: We use third-party Service Providers to monitor and analyze the use of our Service.

The analytics provider(s) we work with are:

Payments: We provide paid products and/or services within the Service. As a result, we use third-party services for payment processing (e.g. payment processors). We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, Mastercard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processor(s) we work with are:

- **Square:** Their Privacy Policy can be viewed at: <https://squareup.com/us/en/legal/general/privacy>

- **PayPal or Braintree:** Their Privacy Policy can be viewed at: <https://www.paypal.com/webapps/mpp/ua/privacy-full>

Email Marketing: We use third-party Service Providers to manage and maintain opt-in email marketing campaigns.

The scheduling software provider(s) we work with are:

- **MailChimp:** Their Privacy Policy can be viewed at <https://mailchimp.com/legal/privacy>

Links To Other Sites

Our Service may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Children's Privacy

Our Service does not address anyone under the age of 18 ("Children"). We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children have provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes To This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page. We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of this Privacy Policy. You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

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Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email vanessathedreammedium@gmail.com