

Terms and Conditions

Last updated: February 21, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.tepahtehhutze.com> website (the "Service") operated by Tepashteh Hutze ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Tapahteh Hutze and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Tapahteh Hutze.

Links To Other Web Sites

Our Service may contain links to third party web sites or services that are not owned or controlled by Tapahteh Hutze

Tapahteh Hutze has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Tapahteh Hutze shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

You agree to defend, indemnify and hold harmless Tapahteh Hutze and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

Limitation Of Liability

In no event shall Tepashteh Hutze, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Tepashteh Hutze its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of Connecticut, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

Contact Us

If you have any questions about these Terms, please contact us.

Privacy Policy

Effective date: February 21, 2019

Tepahteh Hutze ("us", "we", or "our") operates the <http://www.tepahtehhutze.com> website (hereinafter referred to as 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, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from <http://www.tepahtehhutze.com>

Definitions

- Service
- Service is the <http://www.tepahtehhutze.com> website operated by Tepahteh Hutze
- 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 files 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
- Phone number
- 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 the instructions provided in any email we send.

Usage Data

We may also collect information on 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 we 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. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyse 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

Tepahteh Hutze 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 the General Data Protection Regulation (GDPR)

If you are from the European Economic Area (EEA), Tepahteh Hutze 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.

Tepahteh Hutze 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 is not overridden by your rights
- For payment processing purposes
- To comply with the law

Retention of Data

Tepahteh Hutze 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.

Tepahteh Hutze will also retain Usage Data for internal 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 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 from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to 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.

Tepahteh Hutze will take all the 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 organisation or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Legal Requirements

Tepahteh Hutze 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 Tepahteh Hutze
- 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.

Our Policy on "Do Not Track" Signals under the California Online Protection Act (CalOPPA)
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 the General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Tapahteh Hutze 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 about 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 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 Tapahteh Hutze relied on your consent to process your personal information.
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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 may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analysing 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.

Payments

We may provide paid products and/or services within the Service. In that case, 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 processors we work with are:

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

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click 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 Child has 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.

Contact Us

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

- By email: osohutze@gmail.com

Disclaimer

Last updated: February 21, 2019

The information contained on tepahtehhutze.com website (the "Service") is for general information purposes only. Tapahteh Hutze assumes no responsibility for errors or omissions in the contents on the Service.

In no event shall Tapahteh Hutze be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. Tapahteh Hutze reserves the right to make additions, deletions, or modification to the contents on the Service at any time without prior notice. Tapahteh Hutze does not warrant that the website is free of viruses or other harmful components.

External Links Disclaimer

Tapahtehhutze.com may contain links to external websites that are not provided or maintained by or in any way affiliated with Tapahteh Hutze. Please note that Tapahteh Hutze does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

Health, Fitness and Nutritional Disclaimer

This website offers health, fitness and nutritional information and is designed for educational purposes only. You should not rely on this information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment.

The information contained on this website, including ideas, suggestions, techniques, articles, and other materials is provided to you only as general information. Tapahteh Hutze does not provide medical diagnosis or consultations related to health, medical, or psychiatric issues. Tapahteh Hutze practices alternative healing methods, and although there is evidence suggesting that these practices are effective in treating physical, mental, and spiritual conditions, the methods are considered complementary by Western medicine health care professionals. Statements about these treatment methods have not been evaluated by the FDA and they are not intended to diagnose, treat, cure, or prevent any disease or medical condition.

Holistic Healing Disclaimer

Tapahteh Hutze acquired The Degree of Doctor of Holistic Healing and is licensed as Practitioner of Holistic Healing who utilizes alternative healing methods to provide services in: Natural Health, Ancestral, Complementary and Holistic Healing under U.S. Reg No. 5,516,582. Tapahteh Hutze is not an allopathic medicine doctor. He is not a medical doctor and cannot and will not provide you with any kind of medical care, treatment, or diagnosis in relation to the physical health or wellbeing of your body. He is not a substitute for medical or psychological treatment from licensed and registered healthcare professionals. You should seek professional medical advice before making any health decisions. Any information, stories, examples, or testimonials presented on this website

do not constitute a warranty, guarantee, or prediction regarding the outcome of a treatment with Tapahteh Hutze.

By booking, attending or participating in a session or treatment of spiritual healing with Tapahteh Hutze, including viewing this website, you agree to fully release, indemnify, and hold harmless, Tapahteh Hutze and others associated with him, from any claim or liability whatsoever.

Deposit & Service Payment Disclaimer

Once a service has been scheduled, a non-refundable reservation deposit (NRRD) of 25% of full cost of service is required to finalize your reservation for all Treatments and Products. By submitting the NRRD Payment, you authorize the owner of this website to charge the amount shown. Furthermore, you agree to waive any legal claims and agree not to proceed with any action to recoupate, partially or in full, the NRRD payment amount. The advanced deposit is required to hold your booking. The outstanding balance owed will be charged upon the date of service.

Cancellation Policy Disclaimer

Retreats

Cancellations made 30-15 days prior to the retreat date are subject to a cancellation fee in the amount of the full deposit. Any cancellations within 15 days or less are subject to a cancellation fee in the amount of 100% of the retreat cost. Fees are completely non-refundable and non-transferable.

One Day Events

Cancellations made 15-7 days prior to the event date are subject to a cancellation fee in the amount of the full deposit. Any cancellations within 7 days or less are subject to a cancellation fee in the amount of 100% of the event cost. Fees are completely non-refundable and non-transferable.

Cookies Policy

Last updated: February 21, 2019

Tepahteh Hutze uses cookies on tepahtehhutze.com (the "Service"). By using the Service, you consent to the use of cookies.

Our Cookies Policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Service, your choices regarding cookies and further information about cookies.

What are cookies

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.

Cookies can be "persistent" or "session" cookies.

How Tepahteh Hutze uses cookies

When you use and access the Service, we may place a number of cookies files in your web browser.

We use cookies for the following purposes: to enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioral advertising.

We use both session and persistent cookies on the Service and we use different types of cookies to run the Service:

- Essential cookies. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.

Third-party cookies

In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

What are your choices regarding cookies

If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

Where can you find more information about cookies

You can learn more about cookies and the following third-party websites:

- AllAboutCookies: <http://www.allaboutcookies.org/>
- Network Advertising Initiative: <http://www.networkadvertising.org/>