

# Terms and Conditions

**Last Revised: March, 2016**

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These terms and conditions are subject to change by QuantumPathic Institute llc (hereinafter "Company") at any time and at our discretion without notice by updating this posting.

These terms and conditions govern your use of this web site. By accessing this web site, you are acknowledging and accepting these terms and conditions.

Your use of this web site after any changes are implemented constitutes your acceptance of the changes. As a result, we encourage you to consult the terms and conditions each time you use this web site.

## 1. INTELLECTUAL PROPERTY

You agree that the QuantumPathic Institute llc, including but not limited to QuantumPathic Institute llc Products and services, graphics, user interface, audio clips, video clips, editorial content, templates and the scripts and software used to implement QuantumPathic Institute llc Services, contains proprietary information and material that is owned by QuantumPathic Institute llc and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright. You agree that you will not use such proprietary information or materials in any way whatsoever except for use of the QuantumPathic Institute llc Services in compliance with this Agreement. No portion of the QuantumPathic Institute llc Services may be reproduced in any form or by any means, without expressed written permission from QuantumPathic Institute llc. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the QuantumPathic Institute llc Services in any manner, and you shall not exploit the QuantumPathic Institute llc brand in any unauthorized way whatsoever, including, but not limited to, by trespass or burdening network capacity.

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### Personal Checks

- All checks are held for 10 business days. Orders placed with a check will be held for 10 business days. Once 10 business days is complete, the order will be released and shipped.

- All returned check will be charged a \$25 USD return check fee.
- Counter checks will not be accepted.
- Checks and money orders must be sent in US funds.

**Customer Service:**

If you have questions or comments regarding QuantumPathic Institute llc products, please email us at [support@NewMediaOnlineMarketing.com](mailto:support@NewMediaOnlineMarketing.com)

**2. LIMITATIONS ON USE**

You must be at least eighteen (18) years old to access this web site. If you are not at least eighteen years old, you are not permitted to access this web site for any reason.

If you are provided a password to access this web site, then that password is for your personal use only, unless otherwise specified. You agree to be responsible for the security of your password.

**3. ORDER AND RETURN POLICIES**

For any digital products, you will receive an email with login details to our membership site or download page. We also offer a 30-day money back guarantee on digital download products only. If you are not completely satisfied, you can contact our support desk within 30 days of the date that you placed your order. Once a return is received or valid refund request submitted, the refund process will take no more than 30 days. All refunds will be either returned to the original credit card –OR- mailed in check form to the billing name and address. International orders that will be refunded back to the original credit card, and PayPal orders will be credited back to the PayPal account. Access to digital product will be available for a period of 6 months. All custom work, consulting and clearings are not refundable.

Physical products sold will be bound by the policies of the actual manufacturer. Shipping of the product from us or the manufacturer to your door will not be refunded. Shipping of the product to the Refund Department will not be compensated. To ensure that your product is not lost or damaged, we strongly recommend sending the product certified mail with a tracking number. If we do not receive the product back and the customer does not have proof that the product was returned we cannot issue a refund. Valid proof of returning a product includes: delivery confirmation or signature required via USPS. If the customer has delivery confirmation or signature required, then a full refund will be issued. Due to loss or missing or slow mail, we will honor any package that is postmarked for up to one year after the purchase of the product.

All projects and/or contracted jobs are non-refundable. These are custom to each client and expectations are always communicated prior to the start of each job. Proof(s) are sent along the way for progress and tweaks made as per client indication, as they are performed.

Group coaching, one on one coaching, clearings, membership and maintenance are also non refundable. These are individual to the client and two way communication is always involved to maintain the working relationship.

**4. THIRD PARTY REFERENCES / HYPERLINKS**

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

**5. INFORMATION YOU SUBMIT**

You hereby warrant that any information you submit to COMPANY through this web site, is owned by you and that you have the necessary authority to submit such information. You hereby grant COMPANY a royalty-free, perpetual, worldwide license to display, modify, adapt, create derivative works from, and otherwise use any suggestions, ideas, and information that you provide to COMPANY.

You further agree that you shall not submit or transmit any content through this web site or to COMPANY that is:

- o Obscene, vulgar, or pornographic;
- o Encourages the commission of a crime or violation of a law;
- o Violates any state or federal law in the U.S. and/or the jurisdiction in which you reside;
- o Infringes the intellectual rights of a third party;
- o Is otherwise offensive or inappropriate based upon the type of content and information provided by COMPANY and/or third parties on this web site.

COMPANY reserves the right to remove or otherwise delete any content or submission from you that violates these rules, or which are inappropriate in COMPANY's sole discretion, without liability or warning to you.

COMPANY reserves the right to cooperate with law enforcement officials and court officials in the investigation or prosecution of any crime or lawsuit. You agree to hold COMPANY harmless from any consequences or actions taken by COMPANY in cooperation with such law enforcement investigation or court order.

## 6. CONTACTING US

If you need to contact us, 480-382-3711  
[support@newmediaonlinemarketing.com](mailto:support@newmediaonlinemarketing.com)  
PO Box 20865 Mesa, Arizona 85277 United States

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## 9. INDEMNIFICATION

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

## 10. SEVERABILITY AND INTEGRATION

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

## 11. JURISDICTION

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Arizona, United States of America. You hereby consent to binding arbitration in the State of Arizona to resolve any disputes arising under these Terms and Conditions.

## 11. EARNINGS AND INCOME DISCLAIMER

QuantumPathic Institute llc can not and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies. What we can guarantee is your satisfaction with our training. You should know that all products and services by our company are for educational and informational purposes only. Nothing on this page, any of our websites, or any of our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice. Any financial numbers referenced here, or on any of our sites, are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Use caution and always consult your accountant, lawyer, doctor or professional advisor before acting on this or any information related to a lifestyle change or your business or finances. You alone are responsible and accountable for your decisions, actions and results in life, and by your registration here you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

This policies and procedures applies to all QuantumPathic Institute llc products sold on this site or any other site owned by QuantumPathic Institute llc that includes a link to this page.

### **Billing Address**

- Billing address must be the same as the shipping address. Due to credit card procedures, we cannot ship to a different address than we bill to.

### **Subscriptions, Trials and Digital Products**

Your QuantumPathic Institute llc membership, which may start with a free trial, will continue month-to-month unless and until you cancel your membership or we terminate it. You must have Internet access and provide us with a current, valid, accepted method of payment to use the New Media Online Marketing Corporation service. We will bill the monthly membership fee to the payment method used when signing up unless updated or changed by subscriber. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method.

**Trial Subscriptions:** Your QuantumPathic Institute llc membership may start with a trial. The trial period of your membership lasts for 30 days, or as otherwise specified during sign-up. For combinations with other offers, restrictions may apply. Trials are for new and certain former members only. QuantumPathic Institute llc reserves the right, in its absolute discretion, to determine your trial eligibility

**Monthly Subscriptions:** You have **THIRTY (30) Days** from the date of the original purchase to request we stop a monthly subscription. You may cancel at any time after the initial **THIRTY (30) Days** has passed.

**Yearly Subscriptions:** For yearly subscription purchases, you have THIRTY (30) Days from the date of the original purchase to request we stop a yearly subscription. Any requests after 30 days will be prorated by the amount of time remaining under the original yearly subscription period. **Example:** If you purchase a yearly subscription in January of this year and you decide you want a refund 6 months from the purchase date, you're prorated refund would be 50% of the purchase price.

- Excessive returns will not be accepted. Refunds will not be given to any one customer for one specific product more than twice. There is an unlimited amount of orders that a customer can place for one specific product, but the money back guarantee is void after a customer has used it for one specific product more than twice.
- Shipping of the product from QuantumPathic Institute llc to your door will not be refunded. Shipping of the product to the Refund Department will not be compensated.
- To ensure that your product is not lost or damaged, we strongly recommend sending the product certified mail with a tracking number. If we do not receive the product back and the customer does not have proof that the product was returned we cannot issue a refund.
- Valid proof of returning a product includes: delivery confirmation or signature required via USPS. If the customer has delivery confirmation or signature required, then a full refund will be issued.
- Due to loss or missing or slow mail, we will honor any package that is postmarked for up to one year after the purchase of the product.

### **Terms of Subscription Renewal**

**Trial** members will receive a notice from us that your trial period is ending or that the paying portion of your membership has begun. We will continue to bill your Payment Method on a monthly basis for your membership fee until you cancel. To cancel your subscription submit a ticket at [support@NewMediaOnlineMarketing.com](mailto:support@NewMediaOnlineMarketing.com).

**Monthly** QuantumPathic Institute llc Subscriptions automatically renew each month at the stated retail price until the subscription buyer notifies the company that they wish to cancel. Please refer to Returns & Subscription Cancellations section of the Terms of Service page.

**Yearly** QuantumPathic Institute llc Subscribers will be notified via email prior to renewal with the option to renew at the original yearly price. If the subscriber does NOT notify the company that they wish to continue at the yearly price, the subscribers account will revert to the monthly price automatically.

### **QuantumPathic Institute llc Certifications and Mastery Courses**

You have THIRTY (30) Days from the date of the original purchase to review the training and preview the course. Any refund requests after the THIRTY (30) DAY time limit will not be processed.

### **Live Events**

The events, information, and speakers listed on our Sites are subject to change without notification.

You have THIRTY (30) Days prior to the event to request a full refund of your ticket price or seat deposit. Any request after the THIRTY (30) DAY time limit will not be processed.

TICKET HOLDERS MAY NOT SELL, OFFER FOR SALE, OFFER AT AUCTIONS, RESELL, DONATE, ACT AS COMMERCIAL AGENT FOR ANOTHER PARTY OR OTHERWISE TRANSFER THEIR TICKETS IN ANY WAY WITHOUT THE SPECIFIC PRIOR WRITTEN CONSENT OF DIGITAL MARKETER.

### **Ticket Transfers**

Ticket transfers will not be processed THIRTY (30) Days prior to the event.

A \$50 transfer fee will be applied to all ticket transfers.

### **Process for Guest Tickets Transfers**

Once a Ticket purchase is confirmed, the Ticket Purchaser may only change the assignment of the Guests accompanying him a maximum of 2 times and using the Tickets that he purchased by:

- Submitting a Guest Ticket Transfer Request: the Ticket Purchaser must submit a transfer request to Support@NewMediaOnlineMarketingCorporation.

### **Ticket Resales**

If a Ticket Purchaser cannot use all of the Tickets that he has purchased, the Ticket Purchaser will have the opportunity to submit to QuantumPathic Institute llc a formal request for the resale of the Tickets he no longer wants via the QuantumPathic Institute llc support team, so that the support team can try to resell the Tickets to another attendee. Unlike the Guest Transfer policy, the Ticket Purchaser will not have to provide a reason for the Ticket Resale request.

There is no guarantee that demand for Tickets will result in the Tickets being resold. If the Ticket Purchaser's Tickets are not resold, no resale proceeds will be returned to the Ticket Purchaser.

### **Live Streams**

#### **LIMITATION ON LIABILITY.**

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## **Your Account**

You agree to provide accurate and complete information when you register with, and as you use, the QuantumPathic Institute llc Services, and you agree to update your account information to keep it accurate and complete. You agree that QuantumPathic Institute llc may store and use the information you provide for use in maintaining and billing fees to your Account.

## **Access to Previous Purchases**

As an accommodation to you, subsequent to acquiring QuantumPathic Institute llc training, you may download previously acquired training (when available) onto any Associated Device. Some QuantumPathic Institute llc training or services that you previously acquired may not be available for subsequent download or access at any given time, and QuantumPathic Institute llc shall have no liability to you in such event. As you may not be able to subsequently download certain previously- acquired content or training, once you download an item, it is your responsibility not to lose, destroy, or damage it, and you may want to back it up.

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