

# VIDEO AND AUDIO TERMS OF USE

This website, [naturespresence.net](http://naturespresence.net), is owned and operated by us, and may contain one or more videos and/or audio recordings (individually and collectively hereinafter referred to as the "Recordings"). This document describes our respective rights and responsibilities with regard to the Recordings.

DO NOT WATCH OR LISTEN TO ANY OF THE RECORDINGS UNLESS YOU AGREE COMPLETELY WITH ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS LEGAL DOCUMENT.

## **1. TERMS AND CONDITIONS OF USE INCORPORATED BY REFERENCE.**

Our website's *Terms and Conditions of Use*, which you can read elsewhere on this website, is incorporated herein by reference as if set forth at length. To the extent that there are any conflicts between the *Terms and Conditions of Use* and the terms of this document, the terms of this document shall govern.

## **2. EXTERNAL LINKS POLICY INCORPORATED BY REFERENCE.**

Our website's *External Links Policy*, which you can read elsewhere on this website, is incorporated herein by reference as if set forth at length. To the extent that there are any conflicts between the *External Links Policy* and the terms of this document, the terms of this document shall govern.

## **3. COMPENSATION DISCLOSURE INCORPORATED BY REFERENCE.**

Our website's *Compensation Disclosure*, which you can read elsewhere on this website, is incorporated herein by reference as if set forth at length. To the extent that there are any conflicts between our *Compensation Disclosure* and the terms of this document, the terms of this document shall govern.

Unless otherwise expressly stated by us, Recordings embedded on our website do not reflect their importance, and are not an endorsement of the individuals or organizations sponsoring the Recordings, the views expressed in the Recordings, or the products or services mentioned in the Recordings.

Unless otherwise expressly noted, you should assume that if we specifically endorse or recommend products or services in Recordings created by us, that such endorsement or recommendation is pursuant to a "Material Connection" as such term is explained in this website's *Compensation Disclosure*.

## **4. RECORDINGS ARE FOR ENTERTAINMENT AND INFORMATIONAL PURPOSES ONLY.**

All Recordings are to be watched and/or listened to for informational and entertainment purposes only. Recordings are not intended to provide specific legal, financial, tax, physical or mental health advice, or any other advice whatsoever to you, any other individual or company, and should not be relied upon in that regard. Any products or services described in the Recordings are only offered in jurisdictions where they may be legally offered. Information provided in Recordings is not all-inclusive, is limited to information that is made available, and such information should not be relied upon as all-inclusive or accurate.

## **5. EMBEDDED RECORDINGS FROM EXTERNAL SOCIAL MEDIA SITES NOT OWNED BY US.**

Some of the Recordings embedded for your viewing and listening pleasure are hosted on social media websites not owned by us. This may include, but is not limited to, sites such as YouTube.com, Google Video, and others (individually and collectively, the "Third Party Social Media Sites").

We make no claim to the intellectual property rights of the owners of Third Party Social Media Sites. We also make no claim to the intellectual property rights of third party creators of Recordings hosted on Third Party Social Media Sites. Our embedding of such Recordings on this website is done pursuant to applicable licenses to do so granted by the Third Party Social Media Sites.

Embedding Recordings on this website does not create an association, agency, joint venture, or partnership between us and the owners of the Third Party Social Media Sites or impose any liability attributable to such a relationship upon either party.

Recordings are only provided for your convenience. We do not control or guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that Third Party Social Media Sites may track your viewing and listening habits.

If Recordings embedded on this website were created by us but are hosted on Third Party Social Media Sites, we retain all intellectual property rights for such Recordings except to the extent we granted a license to Third Party Social Media Sites to the Recordings. The hosting of these Recordings by Third Party Social Media Sites does not grant you any rights to such Recordings except to the extent provided under the applicable licenses those sites grant to viewers and listeners of Recordings they host on their websites.

#### **6. EMBEDDED RECORDINGS OWNED BY US AND HOSTED ON OUR SERVERS OR THIRD PARTY SERVERS EXCLUDING THIRD PARTY SOCIAL MEDIA SITES.**

Some of the Recordings embedded for your viewing and listening pleasure may be created by us and hosted on our servers or third party servers. This may include, but is not limited to cloud hosting services from Amazon.com or others but excludes the Third Party Social Media Sites described above.

We own the copyrights and all other intellectual property rights for these Recordings unless otherwise expressly noted. We make no claim to the intellectual property rights of the owners of third party servers who by contractual agreement are hosting our Recordings for us.

Hosting our Recordings on third party servers does not create an association, agency, joint venture, or partnership between us and the owners of those servers, or impose any liability attributable to such a relationship upon either party.

Recordings only provided for your convenience. We do not guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that we and/or the owners of third party servers hosting the Recordings may track your viewing and/or listening habits.

#### **7. PERSONAL NON-EXCLUSIVE REVOCABLE NONTRANSFERABLE LICENSE.**

When you watch or listen to the Recordings on this website, you understand and agree that you are doing so pursuant to a personal non-exclusive revocable nontransferable license from us to do so.

The Recordings remain the sole and exclusive property of their respective owners, which retain all rights thereto. You understand and agree that the Recordings may not be resold by you or otherwise distributed with or without consideration. You will not make the Recordings available to any third party. You may not reproduce or summarize any of the Recordings in any manner.

You agree to destroy any of the Recordings cached on your computer or otherwise in your possession within 24 hours of watching or listening to said Recordings. Notwithstanding this provision, you agree to immediately destroy any Recordings in your possession upon material violation of the terms and conditions contained in this document or in our website's *Terms and Conditions of Use*, or upon request by us that you do so.

## **8. BROKEN OR OBSOLETE RECORDINGS.**

We review our website periodically for broken or out-of-date Recordings. Any and all Recordings may be posted, altered, or removed at any time. To report problems with Recordings on our website, or for more information, please send an e-mail to [info\[at\]naturespresence.net](mailto:info@naturespresence.net).

## **9. DUE DILIGENCE.**

You are advised to do your own due diligence when it comes to making business decisions and should use caution and seek the advice of qualified professionals. You should check with your accountant, lawyer, or professional advisor, physical and mental health professionals as applicable before acting on any information in the Recordings. You may not consider the content of any of the Recordings to be the equivalent of professional advice.

We assume no responsibility for any losses or damages resulting from your use of any of the information contained in the Recordings.

**YOU SHOULD ALWAYS CONDUCT YOUR OWN INVESTIGATION (PERFORM DUE DILIGENCE) BEFORE BUYING PRODUCTS OR SERVICES FROM ANYONE VIA THE INTERNET. THIS INCLUDES PRODUCTS AND SERVICES REFERRED TO DIRECTLY OR INDIRECTLY IN THE RECORDINGS.**

## **10. CHANGES AND NOTICE.**

Please note that the contents of this *Video and Audio Terms of Use* can change without prior notice.

These terms and conditions related to our website's video and audio were last updated on 08-26-2017.

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