



## WEBSITE TERMS OF USE

Welcome to our website [www.consciouscoding.com](http://www.consciouscoding.com).

The terms 'us' or 'our' or 'we' refer to The Conscious Code Academy, the website owner. The term 'you' or 'your' refers to the website user.

The Conscious Code Academy (the "School"), founded by Devon Golden, inventor of Conscious Coding®, provides a safe space for teachers from across the world to share their own healing techniques. The School offers sessions, teachings, and events for Conscious Coding®, to which additional terms apply (Applicable Terms).

Please read these Terms and Conditions carefully, as together with our [Privacy Policy](#) and Applicable Terms, it sets out your important rights and obligations in relation to:

1. the use of this website
2. all services and products provided through this website.

Should you not agree with any of these terms and conditions, please do not use our website.

### **1. Your use of this website is subject to the following Terms and Conditions:**

- 1.1. When you visit this website and use our services or purchase our products, you agree that you have read these Terms and all related documents and that you are willing to be bound by them.
- 1.2. The content of this website is for your general information and use only. It is subject to change without prior notice.

### **2. Variation**

- 2.1. We may update our terms and conditions from time-to-time, and the new provisions will apply from the date they are updated.

### **3. Disclaimer (General)**

- 3.1. Whilst every care is taken, The Conscious Code Academy does not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose.
- 3.2. The Conscious Code Academy cannot and does not make any guarantees about your ability to get results or improvements with your health or otherwise with our courses, coaching, tools, ideas, information, or strategies.
- 3.3. You acknowledge that results are dependent on various factors, including but not limited to your current health status, financial status, commitment, personal ability, and dedication, and in no way dependent on any information or strategy provided to you by The Conscious Code Academy or Devon Golden.

- 3.4. The information available through this website site is provided for educational and informational purposes only.
- 3.5. You are solely responsible for any results you obtain as a result of using the information on this website.
- 3.6. You acknowledge and agree that no information or advice provided by us, including that contained on this website in any way, constitutes a form of a professional relationship between you and The Conscious Code Academy or Devon Golden.

#### **Medical Disclaimer**

- 3.7. You acknowledge and agree that information provided by us does not constitute specialist or individual medical advice or advice of any other regulated industry or creates a warranty of any kind with respect to this website.
- 3.8. You are advised to seek independent advice from qualified professionals for any health issues and diagnoses that you may experience before applying any information provided on our Site.
- 3.9. This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this Agreement or your use of this website or the services found on this website.

#### **Financial, legal, and earnings disclaimer**

- 3.10. Devon Golden is not a financial planner, an accountant, a lawyer, nor does he provide business development or wealth creation strategy advice. You are advised to consult with a qualified professional for any commercial, financial, or legal advice or support you may require.
- 3.11. The Conscious Code Academy and Devon Golden cannot and do not make any guarantees about your ability to get results or earn any money from mentoring, advice, ideas, information, or strategies provided in any Program.
- 3.12. You acknowledge that there is an inherent risk in any business enterprise or activity. There is no guarantee that you will earn any money as a result of the purchase of any Program.
- 3.13. Nothing in the disclaimer above will limit or exclude any liability that may not be limited or excluded by applicable law.

#### **4. Copyright, Trademarks, And Other Intellectual Property**

- 4.1. The Conscious Code Academy owns the intellectual property rights in all of this website's content or has permission to use or display the material on this website.
- 4.2. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of our website content in whole or in part except as expressly authorised by us.
- 4.3. Please email [info@consciouscoding.com](mailto:info@consciouscoding.com) if you require permission to reproduce any of the contents of this website.
- 4.4. Images and item descriptions posted on this website by third parties are the third parties' responsibility and may be subject to copyright.
- 4.5. You must seek permission from the third party before using any of their content. The names of actual companies and products mentioned on this website may be their respective owners' trademarks.

#### **5. Personal Use Only**

- 5.1. You may access, download, or print material from the website for your personal use only.

- 5.2. Sharing any intellectual property or copyright material from this website for any commercial use without permission is expressly prohibited.
- 5.3. You agree not to change or delete any copyright or proprietary notice from materials downloaded from this website or any site accessible through this website.
- 5.4. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to our website content or intellectual property.

## **6. No Unlawful or Prohibited Use**

- 6.1. As a condition of your use of this website, you warrant that you will not use this website for any purpose that is unlawful or prohibited by these terms and conditions.
- 6.2. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other person's use and enjoyment of this website.
- 6.3. You agree not to hack into areas of this website that are not intentionally made available to you.
- 6.4. You expressly agree not to:
  - 6.4.1. engage in any internal or external spamming, or other similar actions
  - 6.4.2. engage in any unlawful or immoral acts, or acts that violate these terms and conditions
  - 6.4.3. decompile, reverse engineer, or try to copy or imitate this website or underlying content
  - 6.4.4. use the website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus or other malicious computer software.
  - 6.4.5. use data collected from the website for any direct marketing activity (including without limitation email marketing, social media marketing, online marketing, SMS marketing, telemarketing, and direct mailing).
  - 6.4.6. use data collected from the website to contact individuals, companies or other persons or entities for marketing purposes.
- 6.5. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and not misleading.

## **7. Copyright Infringement**

- 7.1. If you believe that there is material on our website that infringes third-party intellectual property rights, please email [info@consciouscoding.com](mailto:info@consciouscoding.com) with sufficient information to determine who the intellectual property owner is and remove it from The Conscious Code Academy website if appropriate.

## **8. Cookies**

- 8.1. This website uses cookies to monitor browsing preferences.
- 8.2. By using our website or by agreeing to this Terms of Use, you consent to our use of cookies in accordance with the terms of our [Privacy Policy](#).

## **9. Third-Party Links**

- 9.1. The website may also, on occasion, include links to other websites which we do not control.

- 9.2. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk.
- 9.3. Third-party links on our website do not signify that we recommend or endorse the websites.
- 9.4. We have no control over the nature, content, and availability of those websites.

## **10. Website Security**

- 10.1. The Conscious Code Academy makes every effort to maintain the website's security, including but not limited to encryption, firewall, antivirus, and spyware protection to the extent that we deem advisable to protect your personal information integrity of the website and conduct our business. However, we do not guarantee the security of the website, our records, or your content.
- 10.2. The Conscious Code Academy disclaims all liability for any computer virus or technological problems that we do not intentionally cause or beyond our control. You are advised to install and maintain up-to-date security software on your computer for your further protection.
- 10.3. Third-party services manage The Conscious Code Academy website; therefore, the website may be inaccessible from time to time.

## **11. Limitation of Liability**

- 11.1. The Conscious Code Academy will not be liable to you or any other person or entity for any damages whatsoever arising as a result of your use of this website in any way, subject to the requirements of [The Supply of Services \(Implied Terms\) Ordinance \(Cap. 457\)](#) and The Sale of Goods Ordinance (Cap. 26) of the Laws of Hong Kong)
- 11.2. Where warranties are implied by law, you acknowledge and agree that the total aggregate liability to us is limited at our discretion to the provision of those services again, or to a refund equal to the total amount paid by you for the particular services that are the subject of the cause of action, even if those services were provided to you without cost.
- 11.3. This limitation of liability applies to the fullest extent permitted by law. It shall survive any termination or expiration of this agreement or your use of this website or the services found on this website.

## **12. Indemnity**

- 12.1. You agree to indemnify and defend The Conscious Code Academy from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) related to:
  - 12.1.1. your unauthorised use of this website or products or services included or advertised on this website
  - 12.1.2. your breach of these Terms of Use.

## **13. Applicable law**

- 13.1. The laws of Hong Kong govern this agreement. You consent to the exclusive jurisdiction and venue of Hong Kong courts in all disputes arising out of or relating to the use of this website.
- 13.2. You may provide notice to us through the contact us page or otherwise by email addressed [info@consciouscoding.com](mailto:info@consciouscoding.com).
- 13.3. The Conscious Code Academy may provide notice to you via email or other electronic means.

- 13.4. This website's use is unauthorised in any jurisdiction that does not give effect to all provisions of these terms of use, including, without limitation, this paragraph. If you are resident in a jurisdiction where the use of this website is unauthorised, it is your responsibility to stop using this website.

#### **14. Relationship**

- 14.1. You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Conscious Code Academy as a result of this Agreement or use of this website.

#### **15. Validity**

- 15.1. If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.
- 15.2. Together with our Privacy Policy, these terms and conditions form the entire agreement between you and The Conscious Code Academy.

#### **16. Feedback, Comments or Complaints**

- 16.1. If you have any questions, please email [info@consciouscoding.com](mailto:info@consciouscoding.com). We endeavour to respond to all inquiries within three business days.