

Terms of Use

Our Services

The purpose of the AIA website is to provide information to our members and the general public about the safe use and practice of aromatherapy, resources, benefits, events, and to provide internal (members and committees) and external (public) communication to our members and the general public about the work of the AIA.

Definitions

The terms “us” or “we” or “our” refers to Alliance of International Aromatherapists, the owner of this Website. A “Visitor” is someone that merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content.” We distinguish content posted by our Members as “Member Content.”

Acceptance of Agreement

This Agreement is between you and the Alliance of International Aromatherapists.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING, AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and the Alliance of International Aromatherapists, and supersedes all other Agreements, representations, warranties and understandings with respect to our Website, Services, and the subject matter contained herein. However, for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

We may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on our Website, and you should review this Agreement prior to using our Website. After any revisions to this Agreement are posted, you agree to be bound to any changes to this Agreement. Therefore, it is important for you to visit this page periodically to review the Agreement. Please read this Agreement carefully and save it. If you do not accept this Agreement, do not access, and use our Website. If you have already accessed our Website and do not accept this Agreement, you should immediately discontinue use of our Website and Services.

Privacy

Your use of www.alliance-aromatherapists.org is subject to AIA's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting www.alliance-aromatherapists.org or sending emails to AIA constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you elect to make a purchase, a donation, or sign up to receive information from AIA, you will be asked to create an account.

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that AIA is not responsible for third party access to your account that results from theft or misappropriation of your account. AIA and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

AIA does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.alliance-aromatherapists.org only with permission of a parent or guardian.

Limited License

The Alliance of International Aromatherapists grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services are solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. No printout or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

You agree to comply with all applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Website, Content, Services, and any software provided therein.

International Users

The Service is controlled, operated, and administered by AIA from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the AIA Content accessed through www.alliance-aromatherapists.org in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship between you and the Alliance of International Aromatherapists.

Our Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use www.alliance-aromatherapists.org strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to AIA that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of the Alliance of International Aromatherapists.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of AIA or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

Links to Third Party Sites/Third Party Services

www.alliance-aromatherapists.org may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of AIA and AIA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. AIA is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by AIA of the site or any association with its operators.

Certain services made available via www.alliance-aromatherapists.org are delivered by third party sites and organizations. By using any product, service or functionality originating from the www.alliance-aromatherapists.org domain, you hereby acknowledge and consent that AIA may

share such information and data with any third party with whom AIA has a contractual relationship to provide the requested product, service or functionality on behalf of www.alliance-aromatherapists.org users and customers.

Digital Millennium Copyright Act Compliance

Our Website will respond quickly to claims of copyright infringement as found in our Content, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that contains the following information:

- 1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
- 2) A description of the copyrighted work that you claim has been infringed.
- 3) A description of where the material that you claim is infringing is located on our Website.
- 4) Your address, telephone number, and email address.
- 5) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

We are only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify by the method of contact you used to file your notice with us.

Indemnification

You agree to indemnify, defend and hold harmless AIA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. AIA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with AIA in asserting any available defenses.

Content Disclaimer

The opinions expressed on our Website are not necessarily the opinions of the Alliance of International Aromatherapists. Any Blog content provided by our bloggers are of the blogger's

opinion, and is not intended to malign any religion, ethnic group, club, organization, company, individual or anyone or anything.

The Content may be changed without notice and is not guaranteed to be complete, correct, timely, current, or up to date. Like any printed materials, the Content may become out of date.

Errors, Corrections and Changes

We do not represent or otherwise warrant that our Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on our Website or Services.

Advertisers and Sponsors Disclaimer

Our Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

THE INCLUSION OF THIRD-PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY THE ALLIANCE OF INTERNATIONAL AROMATHERAPISTS AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Merchant and Advertisement Disclaimer

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing, and customer service. We are not a party to the transactions entered into between you and Merchants.

You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES ARE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

All rules, legal documents (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant websites. We are not responsible for information provided by you to Merchants. Our relationship to Merchants is solely as independent

contractors and neither party has authority to make any representations or commitments on behalf of the other.

Use of Information

We reserve the right, and you authorize us, to the use and assignment of all your information regarding your use of our Website and Services in any manner consistent with our Privacy Policy.

All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, "Submission") is considered assigned to us and is as such considered our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.

Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Unlawful Activity

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, IP addresses and traffic information.

Payments

You represent and warrant that if you are purchasing something from us that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to such dishonored payment.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be

resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in the state of Colorado. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. If any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and AIA agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

General Terms

AIA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Colorado and you hereby consent to the exclusive jurisdiction and venue of courts in Colorado in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AIA because of this agreement or use of the Site. AIA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this

agreement is in derogation of AIA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by AIA with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and AIA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and AIA with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

AIA reserves the right, in its sole discretion, to change the Terms under which www.alliance-aromatherapists.org is offered. The most current version of the Terms will supersede all previous versions. AIA encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

AIA welcomes your questions or comments regarding the Terms:

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Effective as of July 31, 2020