Terms and Conditions

Ba Ra Healing and Sounding Institute Terms and Conditions

Welcome to barahealingandsoundinginstitute.co.za (the "Site"). Please read these terms and conditions carefully before using this Site. By accessing or using the Site, you agree to be bound by these terms and conditions. The provision of information and services on this Site by the owners and operators of is subject to your agreement to the terms and conditions below.

1. Scope of These Terms

These terms of use apply to your use of our www.barahealingandsoundinginstitute.co.za Web site (the Site). The Site is owned and operated by Ba Ra Healing and Sounding Institute, a private company.

2. Disclaimer of Content

This site provides information about Ba Ra Healing and Sounding Institute, and the products and services offered, including digital music, jewellery, alternative healing services programmes and events.

If you are a patient, you should not use information found on this Site to replace a relationship with your physician or other healthcare professional and should not rely on that information as professional medical advice. Always seek the advice of your physician or other qualified healthcare provider concerning questions you have regarding a medical condition, and before starting, stopping or modifying any treatment or medication. In the case of a health emergency, seek immediate assistance from emergency personnel. Never delay obtaining medical advice or disregard medical advice because of something you have or have not read on this site.

The information (including, without limitation, advice and recommendations) and services on this Site are intended solely as a general educational aid and are neither medical nor health care advice for any individual problem nor a substitute for medical or other professional advice and services from a qualified healthcare provider familiar with your medical history. Use of this Site does not create a doctor-patient relationship. Nothing contained in this Site is intended to be used as sole medical diagnosis or treatment but rather as treatment aid and support.

While Ba Ra Healing and Sounding Institute attempts to keep all the information on the Site up-to-date, treatment and knowledge change quickly, and this Site should not be considered error-free or as a comprehensive source of all information on a particular topic. Ba Ra Healing and Sounding Institute makes no warranties or representations as to the accuracy of the content of the Site and assumes no responsibility for any consequences relating directly or indirectly to any action or inaction you take based upon the information and material on this Site. Your use of the Site is subject to the additional disclaimers and caveats that may appear throughout these terms and conditions and the Ba Ra Healing and Sounding Institute Site. You assume the entire risk of loss in using this Site and materials contained in the Site.

Features and specifications of products or services described or depicted on the Site are subject to change at any time without notice.

3. Copyright, Trademarks and other Intellectual Property

Copyright, trademark, patent, and other applicable laws protect the services and materials

appearing on the Site. All materials on the Site may be accessed, downloaded or printed for the non-commercial purpose of scientific, spiritual or educational advancement or within the scope allowable by these terms and conditions. No other use of these materials may be made without express written permission of the operators of Ba Ra Healing and Sounding Institute. Any unauthorized use of the words or images on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil and criminal statutes.

The Site includes material that is derived in whole or in part from materials that are copyrighted. The copyrights are owned by Ba Ra Healing and Sounding Institute, or for licensed content, the content providers.

barahealingandsoundinginstitute.co.za is owned by Ba Ra Healing and Sounding Institute. None of the names, trademarks, service marks and logos of Ba Ra Healing and Sounding Institute appearing on this Site may be used in any advertising or publicity, or otherwise to indicate Ba Ra Healing and Sounding Institute's sponsorship of or affiliation with any product or service without express written permission of the operators of Ba Ra Healing and Sounding Institute. Nothing contained on the Site should be construed as granting, by implication, estoppel, waiver or otherwise, any license or right of use to any trademark displayed on the Site without the written permission of the owners and operators of barahealingandsoundinginstitute.co.za or the third-party owner of the trademark, if any. This Site may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

4. Right to Change Terms and Conditions

Ba Ra Healing and Sounding Institute may, at any time and from time to time, change these terms and conditions. Any changes to these terms and conditions will be effective immediately upon posting of the changed terms and conditions on the Site. You agree to review these terms and conditions periodically and use of the Site following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed.

5. Links to Other Sites

This Site may contain third party-owned content (e.g. articles, data feeds, abstracts, etc.) and may also include hypertext links to third party-owned websites. We provide such third-party content and links as a courtesy to our users. We have no control over any third party-owned web sites or content referenced, accessed by or available on this Site and, therefore, we do not endorse, sponsor, recommend or otherwise accept any responsibility for such third-party web sites or content or for the availability of such web sites. IN PARTICULAR, WE DO NOT ACCEPT ANY LIABILITY ARISING OUT OF ANY ALLEGATION THAT ANY THIRD PARTY-OWNED CONTENT (WHETHER PUBLISHED ON THIS, OR ANY OTHER, WEB SITE) INFRINGES THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ANY LIABILITY ARISING OUT OF ANY INFORMATION OR OPINION CONTAINED ON SUCH THIRD-PARTY WEB SITE OR CONTENT. If you link to third party sites from Ba Ra Healing and Sounding Institute, we encourage you to consult the policy statements of each site you visit.

6. Links to This Site

We welcome links to this web site; however, we do not wish to be linked to or from any third-party web site or link which contains:

a. any information that misrepresents the nature of your relationship with our organization, or incorrect facts or data about our organization; or

b. any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including, without limitation, any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise

violate any local, state, provincial, national or international law, regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of Ba Ra Healing and Sounding Institute or its subsidiaries; or

c. any material or information of any kind, which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual, could be harmful to minors, harasses or advocates harassment of another person, provides material that exploits people under the age of 18 in a sexual or violent manner, provides instructional information about illegal activities, including, without limitation, the making or buying of illegal weapons; or

d. any information, software or other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

We reserve the right to prohibit or refuse to accept any link to the web site, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

7. Advertising and Sponsorships

We do not accept paid advertisements or sponsorships on this Site.

8. Disclaimer of Warranty; Limitation of Liability

BA RA HEALING AND SOUNDING INSTITUTE AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARD TO THE INFORMATION, SERVICES AND MATERIALS CONTAINED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOUR USE OF THIS SITE IS AT YOUR OWN RISK. ACCESS TO THIS SITE MAY BE INTERRUPTED AND INFORMATION, SERVICES AND MATERIALS MAY NOT BE ERROR-FREE. NONE OF BA RA HEALING AND SOUNDING INSTITUTE, ITS SUPPLIERS OR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE OR THE INFORMATION, SERVICES AND MATERIALS CONTAINED HEREIN ASSUMES ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, SERVICES AND MATERIALS PROVIDED ON THIS SITE; THEY ALSO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF, OR INABILITY TO USE, THIS SITE. ALL INFORMATION, SERVICES AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THIS SITE WOULD NOT BE PROVIDED TO YOU ABSENT SUCH LIMITATIONS.

9. Privacy Policy

Ba Ra Healing and Sounding Institute will treat as confidential all health-related information submitted by you, customers, or other visitors to the Site, in accordance with Ba Ra Healing and Sounding Institute's Privacy Policy. The purpose of our privacy policy is to identify the information we collect online, the steps we take to protect it and your choices regarding how that information is used.

10. Indemnification

You agree to indemnify, defend and hold harmless Ba Ra Healing and Sounding Institute and its

suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) related to

- (i) your violation of these terms and conditions and
- (ii) your posting of material to this Site.

11. Applicable Law

These terms and conditions and the resolution of any dispute related to these terms and conditions shall be construed in accordance with the laws of the Republic of South Africa. Any dispute between Ba Ra Healing and Sounding Institute and you related to these terms and conditions shall be resolved exclusively by the courts of the Republic of South Africa.

This Web site can be accessed from the Republic of South Africa and other countries worldwide. Since the laws of each country may differ, you agree that the statutes and laws of the Republic of South Africa, without regard to any principles of conflicts of law, will apply to all matters relating to the use of this site.

Ba Ra Healing and Sounding Institute makes no representation that material on this site is appropriate or available for use in other locations and accessing them from territories where their content is illegal is prohibited. Those who choose to access the site from other locations do so on their own initiative and are responsible for compliance with local laws.

12. Termination

These terms and conditions are effective unless and until modified as noted above, or terminated, at any time, by Ba Ra Healing and Sounding Institute. If, in the sole discretion of Ba Ra Healing and Sounding Institute, you fail to comply with these terms and conditions, Ba Ra Healing and Sounding Institute may terminate these terms and conditions without notice and deny you access to the Site.

13. Contact Information

Ba Ra Healing and Sounding Institute is headquartered in Johannesburg, in South Africa.

Ba Ra Healing and Sounding Institute P.O.Box 2997 Florida Gauteng South Africa 1710

Specific questions and comments should be directed to songdiviner@gmail.com. While we make every effort to respond to all emails within 1 business week, we cannot guarantee a response to every electronic communication.