



## Terms & Conditions

### Gemuetlichkeit LLC d/b/a Reimagine Hospitality Group and reimaginehg.com

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before using the [www.reimaginehg.com](http://www.reimaginehg.com) website (the “Service”) operated by Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group (RHG) and [www.reimaginehg.com](http://www.reimaginehg.com) (“Reimagine Hospitality Group”, “RHG”, “we”, “I”, “us,” and “our”).

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

#### **Purchases**

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

During the course of your use, Purchase, and/or Download from the Site, Courses, Services, and/or Products, you agree and understand that you cannot distribute, copy, forward, and/or share information prohibited by these Terms & Conditions. You also agree and understand that you are to take all necessary steps to make sure that you do not inadvertently share or distribute said materials, including, but not limited to, protecting your password (if any) to the Site to access your Purchase or Download. Any violations of these Terms & Conditions will be legally pursued to the fullest extent permitted by law.

#### **Availability, Errors, and Inaccuracies**

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.



We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### **Contests, Sweepstakes and Promotions**

Any contests, sweepstakes, or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

### **Intellectual Property**

The Service and its original content, features and functionality are and will remain the exclusive property of Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group (RHG) and [www.reimaginehg.com](http://www.reimaginehg.com) and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group.

### **Your License to Us**

By commenting on the Site, or submitting documents to Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group via contact form, email, or social media, you represent that you are the lawful owner of said documents, statements, and/or the information they contain. You grant us a license to use your comments or submissions in any way we see fit, as it relates to our business purposes.

### **Links To Other Web Sites**

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

### **Termination**

We may terminate or suspend your access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

### **Indemnification**

You agree to defend, indemnify and hold harmless Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group, Rolf Eckert, and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but



not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, or b) a breach of these Terms.

### **Limitation Of Liability**

In no event shall Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **Sharing the Site & Its Content**

You must request and receive written permission by email [hello@thewellowwillow.com](mailto:hello@thewellowwillow.com) before sharing our Site and its Content for commercial purposes. You may share the site for personal purposes, but we ask that you link directly to the Site. You are required to give us and the Site credit by linking to the Site and its Content if you share it on social media or your own website, including all photographs. Since the Site and its Content are not yours, you may not in any way imply or represent that the Site or its Content are yours or that you in any way created, caused, or contributed to the Site or its Content. You may not make any claims that you are in any way associated with Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group.

### **No Claims Made Regarding Results**

Any and all current or past-client testimonials, statements, or examples used by us are simply that: examples. They are not guarantees that you will also experience or receive the same results. Each client and his/her circumstances are unique, and nothing shall be interpreted as a guarantee that you will experience the same results as another client of ours.

### **Exclusions**

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above limitations may not apply to you.



### **Governing Law**

These Terms shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

### **Defense & Indemnification**

You shall, at all times, indemnify, defend, and hold harmless Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group, Rolf Eckert, and all of our shareholders, officers, members, affiliates, contractors, subcontractors, directors, assignees, employees, and licensees from and against all losses, damages, injuries, delays, deaths, lost profits, and expenses arising out of any proceeding (a) brought by either a third-party or by Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group and Rolf Eckert (b) arising out of your breach of your obligations, representations, warranties, or covenants under these Terms & Conditions or the Privacy Policy and (c) arising out of any alleged breach or negligence said to have been committed by us.

### **Entire Agreement**

These Terms & Conditions our Privacy Policy constitute the entire agreement between you and us with respect to the Site, Courses, Services, and/or Products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Site, Courses, Services, and/or Products.

### **Severability**

The provisions of these Terms & Conditions are severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of any other provision herein. If any paragraph, section, subsection, sentence, or clause of these Terms & Conditions are rendered illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall have no effect on these Terms & Conditions as a whole or on any other paragraph, section, subsection, sentence, or clause herein.

### **Refund Policy**

We will do everything within our ability (and within reason) to ensure your satisfaction. Refunds will not be issued for purchases of any services or products unless the product or service explicitly states differently at time of purchase.

### **Changes**

We reserve the right to change, amend, or otherwise alter these Terms & Conditions at any time without notice to you. When changes are made to these Terms & Conditions, we will update the "Updated on" date at the bottom of this page. If you do not agree with these Terms & Conditions, please do NOT use our Site, read, or implement its Content, or Purchase or Download anything from us.



By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

### **Contacting Us**

For any questions about this Privacy Policy or your personal data, please contact us at [info@reimaginehg.com](mailto:info@reimaginehg.com).

By using our Site and Services, you acknowledge that you have read and understood this Privacy Policy and consent to the collection, use, and disclosure of your personal data as described herein.

Gemuetlichkeit, LLC d/b/a Reimagine Hospitality Group

Website: [www.reimaginehg.com](http://www.reimaginehg.com) (see contact form)

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