

# Terms & Conditions

## El Lugar Building Fund

*Last updated: January 5, 2026*

These Terms & Conditions ("Terms") govern contributions to the El Lugar Building Fund (the "Fund"). By contributing, you ("Contributor") agree to these Terms.

### 1. Operator and Contact

1.1 Operator. The Fund is offered by Access Consciousness LLC ("Access", "we", "us", "our").

1.2 Address. 406 Present Street, Stafford, TX 77477, United States of America.

1.3 Project purpose. Contributions support completion of remaining parts of El Lugar, including the main restaurant, venue, and additional casitas/rooms.

### 2. Contribution Options and Amounts

2.1 Contribution types. You may contribute under either:

- Donation Option (donation with voucher benefit).
- Investment Option (15-year investment arrangement, subject to a separate agreement).

2.2 Amount range. Contributions are accepted from USD 100 to USD 100,000 (or equivalent).

2.3 Acceptance and compliance. We may decline, pause, or return contributions as required by law, payment processor rules, or compliance screening (including fraud, sanctions, and identity verification).

### 3. Donation Option

3.1 Donation nature; no refund. A Donation Option contribution is a donation to support the Project.

3.2 No refund. Donations are non-refundable once processed, except where required by law or in the event of a duplicate or erroneous charge confirmed by us.

#### 3.3 Voucher benefit (50%)

Donors receive a voucher equal to 50% of the donated amount, usable as either:

- A credit voucher for the El Lugar Hotel, or
- A class voucher for any core Access Consciousness class run by Access.

You must choose voucher type at checkout (or as otherwise instructed).

### 3.4 Voucher terms

The following voucher terms apply:

1. Transferable. Vouchers are transferable. We may require reasonable verification to process a transfer (e.g., voucher code, donor reference, and recipient details).
2. Non-cash. Vouchers have no cash value and are not redeemable for cash unless required by law.
3. Partial use. Partial redemption is permitted only for vouchers with a face value greater than USD 500. Vouchers of USD 500 or less must be redeemed in a single use.
4. Combining discounts. Vouchers may be combined with other discounts and promotions, unless the specific promotion's terms expressly prohibit stacking.
5. Availability and restrictions. Hotel credits are subject to availability, booking rules, and any blackout dates disclosed at booking. Class vouchers apply only to eligible core classes run by Access and exclude third-party offerings unless we state otherwise. Travel, lodging, and materials are not included unless explicitly stated.
6. Misuse and chargebacks. We may suspend or void vouchers associated with suspected fraud, misuse, or chargebacks.

### 3.5 Voucher expiration

Vouchers expire 3 years after issuance (the "Expiration Date"), unless prohibited by law.

Redemption must be completed by the Expiration Date. Booking or scheduling alone does not extend expiration unless we confirm in writing.

## 4. Investment Option (Summary; Separate Agreement Required)

4.1 Separate agreement. The Investment Option requires a separate signed Investment Agreement and any required disclosures. If not completed, we may treat the payment as a donation (with voucher) or return it, as permitted by law.

4.2 No advice. We do not provide investment, legal, or tax advice. You are responsible for independent advice and determining suitability.

4.3 Investment summary. The Investment Option is described as:

- 15-year investment; money doubled over 15 years.
- Years 1–5: 10% annual interest
- Years 6–15: repaid over 10 years with 10% annual interest.

Any calculator or example is illustrative; the signed Investment Agreement governs.

4.4 Eligibility and compliance. You represent you are legally able to enter the arrangement and will provide information needed for identity and compliance checks where required.

## **5. General Terms (Apply to All Contributors)**

5.1 Use of funds; project changes. Funds will be used to support the Project and related costs. Construction timelines, features, and scope may change due to permitting, supply chain, weather, safety, staffing, or business needs.

5.2 No guarantees of completion (donations). Except as explicitly set out in a signed Investment Agreement (for investors), we do not guarantee specific completion dates, outcomes, or features.

5.3 Taxes. You are responsible for any tax obligations arising from your contribution, voucher use, or investment returns. No tax deduction is guaranteed.

5.4 Privacy. We process personal data to administer contributions, voucher transfers, compliance checks, and communications in accordance with our privacy policy.

5.5 Limitation of liability. To the maximum extent permitted by law, Access is not liable for indirect, incidental, consequential, special, or punitive damages. Access's total liability related to a contribution will not exceed the amount received by Access for that contribution (excluding processor or bank fees), except where prohibited by law or modified by a signed Investment Agreement.

5.6 Force majeure. We are not responsible for delays or failures due to events beyond reasonable control (including natural disasters, war, strikes, supply disruptions, or governmental actions).

## **6. Governing Law and Venue**

6.1 Governing law. These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law rules.

6.2 Venue. Any dispute not subject to mandatory consumer protections will be brought in the state or federal courts located in Texas, and you consent to personal jurisdiction and venue in those courts.

## **7. Miscellaneous**

7.1 Severability. If any provision is unenforceable, the remainder remains in effect.

7.2 Assignment. You may not assign your rights except as permitted by these Terms (e.g., voucher transfer). We may assign these Terms to an affiliate or successor.

7.3 Notices. Notices may be provided by email, at checkout, or by posting on the Fund page.