

Terms of Service — hocusfocuspodcast.com

Last Updated: August 30, 2026

1. Introduction & Acceptance of Terms

Welcome to hocusfocuspodcast.com (the "Website"), owned and operated by The Mamones LLC ("Company," "we," "us," or "our"), based in Dallas, Texas. By accessing, browsing, or using this Website, you agree to be bound by these Terms of Service (these "Terms") and our separate Privacy Policy. If you do not agree to all of these Terms, you must immediately discontinue your use of the Website.

2. Description of Services

- The Hocus-Focus Podcast, operated by Don Mamone and Emily Mamone as an LLC based in Texas (the "Podcast"), provides audio and video podcast content, educational programming, and related media services. Offerings described on the Site include, but are not limited to:
- Podcast Episodes — recorded audio and video conversations featuring hosts, guests, and commentary on topics relevant to the Podcast's mission and audience.
- Guest Appearances — interviews and conversations with guests, subject to a separate guest release, consent, and license agreement.
- Educational Content — episodes, segments, and resources designed to inform, educate, and entertain listeners.
- Promotional & Social Media Content — clips, excerpts, and marketing materials derived from Podcast episodes.
- Live & Special Programming — live recordings, special series, and bonus content, as offered from time to time.
- Descriptions of content and programming on the Site are provided for informational purposes only and do not constitute an offer, guarantee of availability, or promise of specific episodes, guests, or release dates. All content is subject to change at the Podcast's discretion.
- The Podcast reserves the right to update, modify, expand, or discontinue any offering or programming at any time without prior notice.

3. User Eligibility & Account Responsibilities

- Age Requirement: You must be at least 18 years of age (or the age of legal majority in your jurisdiction) to use this Website, book services, or submit personal information.
- Accurate Information: If you submit an inquiry, sign up for a newsletter, or book a consultation, you agree to provide accurate, current, and complete information and to keep such information updated.
- Website Security: You agree not to attempt to gain unauthorized access to any portion of the Website, server, or associated databases.

4. Intellectual Property Rights

- Ownership: All content, materials, text, graphics, logos, images, audio, video, downloadable assets, and software featured on the Website are the exclusive property of The Mamones LLC and are protected by United States and international copyright, trademark, and other intellectual property laws.
- No Copyright Transfer: Nothing on this Website or within these Terms shall be construed as a transfer or assignment of copyright or intellectual property rights to any visitor, client, or third party.
- Limited License: Visitors are granted a limited, non-exclusive, non-transferable, revocable license to view, download, and print pages or content from the Website solely for personal, non-commercial use, provided that you do not modify or alter the content in any way and that you retain all copyright and proprietary notices.
- Prohibited Uses: Except as expressly authorized in writing by The Mamones LLC, you are strictly prohibited from reproducing, distributing, modifying, publishing, selling, licensing, creating derivative works from, or publicly displaying any content found on the Website.

5. User Conduct

When using the Website or communicating with us through our forms, you agree not to engage in any of the following prohibited activities:

- Harassing, threatening, stalking, or abusing The Mamones, our staff, or other users;
- Transmitting any unlawful, harmful, defamatory, vulgar, obscene, or hateful material;
- Uploading or distributing viruses, malware, or any code designed to disrupt, damage, or limit the operation of the Website;

- Spamming, sending unsolicited commercial communications, or harvesting email addresses or personal data of others; or
- Interfering with or disrupting the security, integrity, or performance of the Website or its servers.

6. Third-Party Links & Services

The Website may contain links to third-party websites, tools, or services (such as booking platforms, social media links, or newsletter providers like Kit). These links are provided solely for your convenience. The Mamones LLC does not endorse, control, or assume responsibility for the content, privacy policies, or practices of any third-party websites or services.

7. Disclaimer of Warranties

YOUR USE OF THE WEBSITE AND ALL CONTENT, SERVICES, AND MATERIALS PROVIDED THEREIN IS AT YOUR SOLE RISK. THE WEBSITE AND ITS CONTENT ARE PROVIDED ON an "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE WEBSITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAMONES LLC, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE WEBSITE OR ANY CONTENT THEREIN, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY. OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE WEBSITE SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF ANY, TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

9. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless The Mamones LLC, and their respective officers, directors, employees, contractors, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with: (a) your

access to or use of the Website; (b) your violation of any provision of these Terms; or (c) your violation of any third-party right, including any intellectual property, privacy, or proprietary right.

10. Governing Law & Dispute Resolution

- **Governing Law:** These Terms, and all matters arising out of or relating to them (whether in contract, tort, or statutory), shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law principles.
- **Jurisdiction:** Any legal suit, action, or proceeding arising out of or relating to these Terms or the Website shall be instituted exclusively in the federal or state courts located in Dallas County, Texas, and each party irrevocably submits to the exclusive jurisdiction of such courts.

11. Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to all or part of the Website, with or without notice, for any reason or no reason, including, without limitation, any breach of these Terms. Upon termination, all provisions of these Terms which by their nature should survive termination shall survive.

12. Miscellaneous

- **Entire Agreement:** These Terms, together with our Privacy Policy, constitute the sole and entire agreement between you and The Mamones LLC regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
- **Severability:** If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms will continue in full force and effect.
- **No Waiver:** No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- **Contact Information:** If you have any questions about these Terms, please contact us at:

- Company: The Mamones LLC
- Location: Dallas, TX
- Email: don@themamones.com