

## **Online Course Terms & Conditions**

The following Terms and Conditions are entered into by and between You (“**Client**” or “**You**”) and [BodySoul School LLC] (“**Company**”, “**we**”, or “**us**”).

### **Program**

The Company agrees to provide you with access to the Online Course entitled, “[The Mindful Body]” (“**Program**”). As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

### **Terms of Use, Privacy Policy, & Disclaimer**

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

### **Nature of The Relationship**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

### **Fees**

In consideration of Your access to the Program, you agree to pay the following fees.

You may choose between a single payment of \$1299 (due immediately) or 4 monthly payments of \$359. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following 3 payments on a monthly basis, for a total payment of \$1436. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program’s Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Program.

## **Payment Plan Authorization**

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

## **Refund Policy**

The Company provides a money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

We want You to be satisfied with your purchase, but we also know that your success will hinge on whether you put in the work necessary to succeed. Thus, we offer a money-back guarantee on purchases of the Program, but you must demonstrate that you have attempted to complete and apply the lessons. To claim a refund, You must request your money back within 6 months of the purchase. You may request your money back by emailing [info@bodysoulschool.com](mailto:info@bodysoulschool.com). That email must reference the Product, set out the date of Your purchase, and the email and name associated with the purchase. You must also demonstrate that you have attempted to implement the program without success. To meet this requirement, you must:

Requirement 1: Complete and attach at least five sentences telling us about your experience with surrender.

Requirement 2: Complete and attach at least five narratives you have observed in yourself.

Requirement 3: Verify that you attended at least 20 out of your 24 Course Group meetings.

Requirement 4: Verify that you utilized at least 26 out of the 36 available Walking Meditations, and share key concepts from each one.

Requirement 5: Tell us why this course was not a good fit for you. What did you expect that you did not get once inside the program?

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

## **The Program**

As part of the Program, the Company shall provide the following to Client.

*Access To Program Area* – The Company shall maintain a Program Area that may include lessons, forms, worksheets, checklists, and other information. You shall have access to this Program Area for as long as the Program Area exists. In the event that Company intends to close the Program Area, it shall provide clients with 30 days' notice and the ability to download the resources contained in the Program Area.

*Access To Private Discussion Group* – The Company shall maintain a Private Group that You will have access to as a member of the Program. That Group provides a forum for You to connect with other Program participants and to seek guidance and support. Members of the Company will seek to interact with Program participants in the group, but the Company does not make any guarantees about participation by any of its employee, founders, or members in the Group. You are required to abide by any and all rules posted in that Group. If you fail to abide by those rules, you will forfeit your right to participate in that Group. In the event you lose your right to participate in the Group as a result of rules violation, you shall not receive a refund.

*Q&A Calls/Sessions* – As a member of the Program, you will have access to 24 **weekly** small group sessions. You are guaranteed access to a total of 24 such **sessions**. The Company shall provide you with details about how to participate in these question and answer sessions.

*One-On-One Calls With Instructors* – Some program participants are entitled to optional purchased or free bonus calls with coaches and/or consultants working for the Company. [The Company shall provide you with the ability to schedule these calls, but it is solely your responsibility to schedule the calls. If you fail to schedule one or more of your calls during the

proscribed time period, you shall forfeit that call. Similarly, you may not cancel or reschedule a call unless you do so at least 24 hours in advance.]

*Bonuses* – From time to time, the Company will offer bonuses to individuals who sign up for the Program. You shall be entitled to any bonuses offered to you at the time of registration.

### **Assumption of the Risks and Release**

As a Program Participant, You recognize that there are certain inherent risks associated with physical exercise and assume full responsibility for personal injury to Yourself and (if applicable) any family members, and further release and discharge BodySoul School LLC for injury, loss, or damage arising out of Your use of the Program materials, whether caused by the fault of Yourself, your family, BodySoul School, or other third parties.

### **Ownership Of All Intellectual Property**

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

### **Confidentiality**

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

### **Personal Responsibility**

By participating in the Program, you accept personal responsibility for the results of your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Program or not. The Company provides educational and informational resources that are intended to help participants in the Program succeed. You

nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Program are no guarantee that you or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in the Program. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Program.

### **Materials Provided By You During The Program**

The Company does not claim ownership of the information or materials You may provide during the Program (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively “**Submissions**”).

However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.

In other words, the Company has the right to include your Submissions – including any audio or video recordings of You participating in any sessions as part of the Program – in the Program and other marketing material going forward.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company’s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

### **No Warranties**

The Company makes no warranties regarding the performance or operation of the Program, including any technological aspects of the program. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Program. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

### **Dispute Resolution**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to [Spanish Fork, UT].]

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related 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. The Company 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 the Company in asserting any available defenses.

### **Termination And Access Restriction**



The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

### **Entire Agreement**

This Agreement, along with the Company's Terms of Use, Privacy Policy, and Disclaimer, constitutes the entire agreement between You and the Company with respect to the Program, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and the Company with respect to the Program. 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.

### **Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **Waiver**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### **Force Majeure**

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**Effective Date**

This Agreement shall commence and be enforceable with respect to each Program participant upon the date that the participant initially registers for the Program.