

“Live a Soul-Powered Life Accelerator” PARTICIPANT AGREEMENT

By clicking “I Agree,” entering your payment information, or otherwise enrolling, electronically, verbally, or otherwise, in the Program, you (“Client” or “You”) are entering into a legally binding agreement (“Agreement”) with Patty Oliver and Body-Mind-Spirit Healing Arts LLC, an Oregon Limited Liability Company (“Company”), according to the following terms and conditions:

- 1. COMPANY’S SERVICES.** The Company agrees to provide You with educational, consulting, and coaching services as part of the Live a Soul-Powered Life Accelerator (the “Program”) as described on the Company’s website. The Company reserves the right to enhance, modify, or amend the services that comprise the Program.
- 2. PAYMENT.** You agree to pay the Company according to the payment schedule set forth on Company’s website and the payment plan You selected (the “Fee”). Upon purchase of the Program, you are responsible for full payment of the Fee.
- 3. REFUNDS.** You will be entitled to a refund or credit based on the refund policy for the Program as it existed at the time you enrolled (you are required to provide written confirmation of your continuance or discontinuance of the program within 24 hours of completing your first Soul Guidance Session. If you wish to continue, you will be given access to the online Healing Modules and the remainder of your sessions will be scheduled. If you wish to discontinue the program, this must also be noted by written confirmation within 24 hours of completing your first Soul Guidance Session. All monies paid to that date will be refunded less \$450.00 or the current prevailing rate for a private session, whichever is higher. If no written confirmation to continue or discontinue is received within 24 hours of completion of your first Soul Guidance Session, this will be considered a confirmation of continuance in the program). Requests for refunds must be made to the Company’s customer service department at admin@pattyoliver.com before expiration of the refund period. Refunds are processed within 30 (thirty) days of request and may be issued net of any processing fees. No refunds will be given if requested after the refund period has expired.
- 4. CHARGEBACKS AND PAYMENT SECURITY.** If You provide the Company with Credit Card(s) or PayPal information for payment on Your account, the Company is authorized to charge Your Credit Card(s) or PayPal account for any unpaid charges. If You have chosen a payment plan, Company is authorized to make all charges at the time they are due and not require separate authorization in order to do so. You shall not make any chargebacks to Company’s account or cancel the credit card that is provided as security without Company’s prior written consent. You are responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith, including attorney’s fees. Client shall not change any of the credit card or PayPal information provided to Company without notifying Company in advance.
- 5. NO RESALE OR SHARING OF PROGRAM MATERIALS PERMITTED.** This Agreement is not transferrable or assignable by You without the Company’s prior written consent. You agree not to sell, resell, reproduce, duplicate, copy, lease, trade, share, or exploit for commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program.
- 6. NO TRANSFER OF INTELLECTUAL PROPERTY.** The Live a Soul-Powered Life Accelerator Program copyrighted and original materials are licensed to the Client for their individual use only. Client agrees not to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company. No license to sell or distribute the Program materials is granted or implied. All intellectual property, including the copyrighted Program materials, remains the sole property of its registered owners.
- 7. LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL

AMOUNT PAID BY YOU, OR A THIRD PARTY FOR YOUR PARTICIPATION IN THE PROGRAM, IN THE MONTH BEFORE THE CLAIM AROSE. IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY INTERRUPTION OF BUSINESS, LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

8. DISCLAIMER. THE COMPANY MAKES NO WARRANTIES THAT YOU WILL BE AWARDED ANY CERTIFICATION, OR THAT YOUR PARTICIPATION IN THE PROGRAM WILL RESULT IN ANY MONETARY OR COMMERCIAL BENEFIT, OR EXPERTISE RELATED TO THE PROGRAM. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE PROGRAM, DOCUMENTATION, THE TRADEMARKS, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO GUARANTEE OR WARRANTY THAT THE PROGRAM WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL CLIENTS WILL ACHIEVE THE SAME RESULTS.

9. CIVILITY. To the extent that Client interacts with Company staff and/or other Company clients, Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients. Client agrees to abide by any Program Rules/Regulations presented by Company. The failure to abide by Program rules shall be cause for termination of this Agreement. In the event of such termination, Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

10. USE OF COURSE MATERIALS. Client consents to recordings being made of sessions of the Program. Company reserves the right to use, at its sole discretion, course materials, videos and audio recordings of Program sessions, and materials submitted by Client in the context of the the Program for future lectures, educational services, and marketing materials, of the Company, without compensation to the Client. Client consents to their name, voice, and likeness being used by Company for future lectures, teaching sessions, and marketing materials, and other related goods/services provided by Company, without compensation to the Client.

11. NO SUBSTITUTE FOR MEDICAL TREATMENT. Client agrees to be mindful of their own wellbeing during the Program and to seek medical treatment (including, but not limited to psychotherapy), if needed. Company does not provide medical, therapeutic, or psychotherapeutic services. Company is not responsible for any decisions made by Client as a result of the Program, the coaching, or any consequences thereof.

12. TERMINATION. In the event that You fail to make a payment when due or are otherwise in default of this Agreement, all payments due here under shall be immediately due and payable. Company shall be allowed to immediately collect all sums from Client and terminate the provision of further services to Client. In the event You are in arrears with respect to payments owed to the Company, or otherwise in breach of this Agreement, You may be barred from using any of Company's services or accessing any part of the Program.

13. CONFIDENTIALITY. The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs. Company agrees not to disclose, reveal or make use of any Confidential Information learned through its transactions with Client, during discussion with Client, coaching sessions with Client, or otherwise, without the written consent of Client. Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

14. NON-DISPARAGEMENT. In the event of a dispute between the Parties, the parties agree that they will not engage in any conduct or communications, public or private, designed to disparage the other.

15. INDEMNIFICATION. You shall indemnify, defend and hold the Company, its affiliates, and its and their respective officers, directors, employees and contractors harmless from and against any and all actions, claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to, or caused by Your use of the Live a Soul-Powered Life Accelerator Program, Badge, Documentation, or Marks, violation of the Program Requirements, or a breach of this Agreement.

16. CHOICE OF LAW/VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to conflicts of laws principles. The parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in the state of Oregon, Columbia County pursuant to the rules of the American Arbitration Association, which arbitration shall be binding upon the parties and their successors in interest. The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party in order to enforce the provisions of this Agreement.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written. The Agreement can only be amended or modified by a writing signed by both Parties.

18. SURVIVABILITY. The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

19. SEVERABILITY. If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

20. NON WAIVER. No failure or delay by the Company in exercising any right under this Agreement shall constitute a waiver of that right.

21. NOTICES. All notices to the Company under this Agreement will be in writing addressed to Patty Oliver and Body-Mind-Spirit Healing Arts LLC at the address below and will be deemed to have been duly given: (a) when received, if personally delivered; (b) the first business day after sending by email; (c) the day after it is sent, if sent for next day delivery by recognized overnight delivery service; or (d) upon receipt, if sent by certified or registered mail. Body-Mind-Spirit Healing Arts LLC may provide notice to the email or physical address You provided during enrollment.

CONTACT INFORMATION:

Patty Oliver, Body-Mind-Spirit Healing Arts LLC
2034 Columbia Blvd, #249
St. Helens, OR 97051
Contact Email: admin@pattyoliver.com