## INTRODUCTION

Thank you so very much for your interest in the services provided by Mirabai Devi, LLC. This agreement is intended to provide clarity around the work offered during the program. The purpose of identifying the terms is to be transparent about what is being offered and to ensure the terms are understood.

## **CLIENT AGREEMENT**

This Client Agreement (the "<u>Agreement</u>"), is made by and between Mirabai Devi, LLC (hereafter known as "<u>Company</u>" and the client (hereafter known as "<u>Client</u>", and collectively, the "<u>Parties</u>").

WHEREAS, Company through Mirabai Devi provides light transmission and energy healing sessions ("Services"); and

WHEREAS, Client wishes to retain Company and accepts the terms and conditions set forth herein to provide such Services.

NOW THEREFORE, in consideration of the mutual covenants stated herein, the Parties agree as follows:

SERVICES. Company through Mirabai Devi agrees to provide light transmission and energy healing sessions (herein referred to as the "<u>Program</u>" and or Session). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of participation in the Program and or session.

Mirabai Devi is an international spiritual teacher, Speaker and presenter, mentor, facilitator/ conduit for healing, author. Her mission is that of raising world consciousness through the awakening and healing of humanity. Mirabai Devi has journeyed to India and throughout the West, studying with teachers from varied spiritual traditions. Her work is non-denominational, incorporating all the knowledge she has received and that which she has experienced directly. Mirabai's programs include spiritual teachings, guided Visualization, energy and lightwork healing, and the transmission of the Divine Light. She encourages all who come, to focus on the light of God within, in order to directly experience their own Divine nature.

COMPLEMENTARY AND ALTERNATIVE NON- MEDICAL SERVICES. Client understands that Mirabai Devi is providing complementary and alternative services to guide the Client to better health and well-being. Mirabai Devi is not a registered dietician, psychotherapist, nutritionist, psychologist, or other licensed or registered professional. Mirabai Devi will not act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy. Client understands this Program will not prescribe or assess micro-and macronutrient levels; provide health care, medical or nutrition therapy services; or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. Client understands if she/he should experience any such issues she/he should see their registered physician or other practitioner as determined by his/her own judgment.

If Client is under the care of a health care professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements used with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor. Client understands that the information in this Program is NOT medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

Furthermore, light transmission and energy healing is intended for the purpose of stress reduction and emotional relaxation. It is not a substitute for medical or psychological diagnosis and treatment. Always consult your health care professional or general practitioner first. Complementary and alternative

nonmedical health practitioners such as Mirabai Devi will not diagnose medical conditions, nor perform medical treatment, prescribe substances or interfere with the treatment of a licensed medical professional. It is strongly recommended the Client see a licensed physician, general practitioner or other licensed health care professional for any physical or psychological ailment suspected or actual whether acute or chronic. In no event can Company, including but not limited to its agents, representatives and employees, be liable directly or indirectly for damages resulting from information or data provided or for loss of profits through use, misuse of said information and data, by its use, negligence or other actions. PROFESSIONAL ASSISTANCE. You must not rely on the information on this website as an alternative to medical advice from your doctor or other professional healthcare provider:

- 1) If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.
- 2) If you think you may be suffering from any medical condition you should seek immediate medical attention.
- 3) You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on this website.

PROGRAM STRUCTURE. Company's requests for Client's participation in the Program and or session. If Client is, running late Company should be notified. If an appointment is to be missed, Client should notify Company at least 24 hours in advance. Appointments missed without *24 hours notice* will be charged in full and will only be rescheduled at Company's sole discretion.

TERM. Client understands that a relationship with Company does not exist between the Parties after the conclusion of sessions. If the Parties desire to continue their relationship, a separate agreement will be entered into.

TERMINATION. Company is committed to providing all clients with a positive experience. By signing below, Client agrees that the Company may, at its sole discretion, terminate this Agreement and limit, suspend or terminate Client's participation in Services without refund or forgiveness of monthly payments if Client becomes disruptive or upon violation of the terms. If Client decides to terminate this Agreement, no refunds will be issued.

PAYMENT. The Client agrees to the costs of sessions as detailed on website or otherwise specified. Client may pay via the website or online payment processing systems. Client grants Company the authority to charge the card(s) provided based on the option selected. If a payment is not received before the session or session series, Company reserves the right to suspend Services until payment is complete. REFUNDS. Client is responsible for full payment of fees for the entire session or session series, regardless of whether Client completes the Program. To further clarify, no refunds will be issued. CALLS. For virtual light transmission and energy healing sessions over phone or video call, the COMPANY will call the client at the scheduled time of appointment. It is Client's responsibility to schedule appointments with Company. To reschedule, Client must give at least 48 hours advanced notice to Company. Missed appointments will be forfeited at the sole discretion of Company.

Client also understands that any/all scheduled coaching calls, programs and/or other benefits expire at the end of the Term of each Program.

CONFIDENTIALITY. This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, or otherwise, throughout the Term of this Program ("Confidential Information"). Confidential Information

includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party. Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of this Agreement.

COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION. Notwithstanding anything in the foregoing, in the event that Client is required by law to disclose any of the Confidential Information, Client will (i) provide Company with prompt notice of such requirement prior to the disclosure, and (ii) give Company all available information and assistance to enable Company to take the measures appropriate to protect the Confidential Information from disclosure.

NON-DISCLOSURE OF COMPANY MATERIALS. Material given to Client in the course of Client's work with the Company is proprietary, copyrighted and developed specifically for Company. Client agrees that such proprietary material is solely for Client's own personal use. Any disclosure to a third party is strictly prohibited.

Company's program is copyrighted and the original materials that have been provided to Client are for Client's individual use only and are granted as a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course materials, shall remain the sole property of the Company. No license to sell or distribute Company's materials is granted or implied.

Further, by signing below, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's agreements contained in this paragraph, Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

NON-DISPARAGEMENT. Client shall not make any false, disparaging, or derogatory statement in public or private regarding Company, its employees, or agents. Company shall not make any false, disparaging, or derogatory statements in public or private regarding Client and its relationship with Company.

INDEMNIFICATION. Client agrees to indemnify and hold harmless Mirabai Devi, the Company, including its affiliates, and its respective officers, directors, agents, employees, and other independent contractors ("Representatives") from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, arising out of, or relating to, Client's participation or action(s) under this Agreement. Client agrees to defend against any and all claims, demands, causes of action, lawsuits, and/or judgments arising out of, or relating to, the Client's participation under this Agreement, unless expressly stated otherwise by Company, in writing. DISPUTE RESOLUTION. If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the American Arbitration Association. The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in Kahului, Hawaii. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety-(90)-day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys' fees) will be absolutely

binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state of Hawaii, regardless of the conflict of laws principles thereof.

ENTIRE AGREEMENT; AMENDMENT; HEADINGS. This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

COUNTERPARTS. This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic mail via portable document format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

SEVERABILITY. Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

WAIVER. The waiver or failure of Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

ASSIGNMENT. This Agreement may not be assigned by either Party without express written consent of the other Party.

FORCE MAJEURE. In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

LIGHT TRANSMISSION AND ENERGY HEALING. By booking or participating in a session with Mirabai Devi, you understand that while her energy light transmission and healing services are intended to support positive changes for recipients which can lead to profound healing and transformation, none of the services guarantee any specific results or cures. You agree to consult your doctor and/or a licensed health care professional for any physical or psychological ailment you may have and take full responsibility for your personal safety and wellbeing. You understand that Mirabai Devi does not diagnose conditions nor perform medical treatment, prescribe substances, or interfere with the treatment of a licensed medical professional. You hereby release Mirabai Devi, the Company and Representatives of any outcomes resulting from Services received or suggestions followed.

CLIENT RESPONSIBILITY; NO GUARANTEES. Client accepts and agrees that Client is 100% responsible for its progress and results from the light transmission and energy healing sessions. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance or results. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, Client acknowledges that there is no guarantee of

outcomes. Company makes no guarantee other than that the Services offered in this Program shall be provided to Client in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Client Agreement as of the date indicated below.

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Company
Signature:
Print Name & Title:

By signing below, I acknowledge and agree to the terms and conditions of this Client Agreement.

Client
Signature:
Print Full Name:
Date:

Date: