



CONSCIOUS LIVING

Create the life and world you want to live in

Conscious Living Terms of Service

The website located at consciouslivingnow.org, and all content, services and products available at or through the website, including, but not limited to, courses, meditations, associated forums, and memberships are the intellectual property of Conscious Living. The Site provides users of the Site (or "you") with educational materials and exercises developed from Reiki training, Sound Healing training, meditation training, Shamanic Journeying training, Qi Gong training, Energy Medicine techniques and training, Channeled messages with Spirit and Meditations, client experiences and the personal insights and experiences of Erin DeWitt, founder of Conscious Living. Information is delivered via the Site and associated media and communication methods, including, without limitation, email, videos, live calls, online and in-person courses/programs, articles, webinars, and recordings (collectively, the "Services"). For greater certainty, these Terms of Service (these "Terms") apply to the Services, as applicable, even when not otherwise specified.

DISCLAIMERS

Conscious Living does not offer medical advice, diagnosis, medical treatment or professional psychological therapy. The site and services provided are not a substitute for professional medical advice, diagnosis or treatment or for a professional therapeutic relationship.

You should always consult a healthcare professional if you suspect you require medical or psychiatric treatment. If you believe or suspect you are experiencing an emergency, call 911 immediately.

REGISTRATION

In order to use the Services, Users may be required to provide certain information, including their name, email address, user name, password, and other personal information, and/or to register for an account with Conscious Living through the Site. Use of such information is governed by these Terms and by our Privacy Policy.

LIVE SERVICES

The date and time of any sessions where the Services are provided live, including, without limitation, live group training calls (the "Live Services"), shall be determined by

Conscious Living in its sole discretion. You assume all responsibility to attend such sessions. Failure to attend a Live Service session shall in no way give rise to any right of reimbursement to you or obligation of Conscious Living to reschedule such session.

Notwithstanding the foregoing, we will provide you with reasonable notice of any anticipated rescheduling of a Live Service.

ORDER CONFIRMATION

Conscious Living emails Users to confirm placement of a User's orders and details concerning delivery of the Services. In the event there is a problem with your order related to such email confirmation or otherwise, it is your responsibility to inform Conscious Living as soon as possible of any error.

ACCEPTABLE USE

You may use the Site for lawful purposes only. You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content that: (i) violates any third party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) is harmful to minors in any way; or (iv) is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

You further agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather, or assemble information or data regarding other Users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies, or procedures of such networks; (v) attempt to gain unauthorized access to the Site or to other computer systems or networks connected to or used together with the Site, whether through password mining or any other means; (vi) harass or interfere with any other User's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to, or to strip, scrape, or mine data from, the Site.

OTHER USERS

Each User is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by other Users. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content.

NO LIABILITY FOR USER CONTRACTS

Users recognize that Conscious Living is not a party to any agreements that may be entered into between Users, or between Users and third parties ("User Contracts"). Users assume sole responsibility for dealings with other Users and/or third parties, including third parties that may be associated with any Third Party Content.

RELEASE

Subject to applicable law, you hereby release and forever discharge Conscious Living employees, agents, successors and assigns, from, and hereby waive and relinquish each and every past, present, and future dispute, claim, controversy, demand, right, obligation, liability, action, and cause of action of every kind and nature that has arisen or may arise directly or indirectly out of, or that relates directly or indirectly to, the Site or the Services, including any interactions with, or act or omission of, other Users or third-parties, and any interactions or acts or omissions associated with Third Party Content or User Contracts.

INDEMNIFICATION

You agree to indemnify Conscious Living and its employees, agents successors and assignees, including costs and legal fees, from any claim or demand made by any third party due to or arising out of your: (a) use of the Site; (b) violation of these Terms; (c) violation of applicable laws or regulations; or (d) User Content. Conscious Living reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify herein, and you agree to cooperate with our defense of any such matter. You agree not to settle any such matter without the prior written consent of the Conscious Living. Conscious Living will use reasonable efforts to notify you of any such claim, action, or proceeding, upon becoming aware of it.

NO EXPRESS OR IMPLIED WARRANTIES

The Site and the Services are provided on an "as is" basis to the extent permissible by law, and Conscious Living expressly disclaims any and all warranties and conditions of any kind, whether express, implied, or statutory. Conscious Living makes no warranty that the Site or the Services will meet any User's requirements, will be available on an

uninterrupted, timely, secure, or error-free basis, or will be accurate, reliable, free of viruses or other harmful code, complete, legal, or safe. User testimonials or endorsements on the Site have not been scientifically evaluated and results experienced by Users vary significantly. User statements on the site should be received as opinion or personal experience not fact.

GOVERNING LAW AND JURISDICTION

These Terms and any dispute or claim arising out of or in connection with their subject matter or formation, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the state of Minnesota and the laws of the United States applicable therein. You agree that the Minnesota courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the subject matter or formation, including non-contractual disputes or claims, of these Terms.

CHANGES

These Terms are subject to occasional revision and will be dated as such. Continued use of the Site following such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.