



Travel Soul Yoga - Terms and Conditions

Cocoon Work

By agreeing to the below terms, you agree to a binding agreement between You (herein referred to as “Client”) and Travel Soul Yoga LLC & Katherine (Katya) Warner (herein collectively referred to as “Company” “We” or “Us”), (each party collectively as “Parties”), in consideration of the mutual promises made herein.

SERVICES

Company agrees to provide services of Tune Into Your Highest Self (herein referred to as “Program”). Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

DISCLAIMER

Client understands that Katherine (Katya) Warner, (herein referred to as “Coach”) is not an employee, agent, lawyer, doctor, manager, therapist, business manager, registered dietician, or financial analyst, psychotherapist or accountant. Client understands that Coach has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) Perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; or (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy. Client understands that a coaching relationship does not exist between the parties after the conclusion of the Program. If the Parties continue their relationship, a separate agreement will be entered into.

PROGRAM STRUCTURE

1. Tune Into Your Highest Self (\$129 Value)
2. 100% digital access
3. Videos, audios, and visuals
4. Downloads + handouts
5. Bonus: Ten Mantras to Raise Your Frequency (\$25)
6. Bonus: Quick Guide to Daily Practices (\$15)

FEES

The Client understands the Program price is \$26.00 (USD).

METHODS OF PAYMENT

Client is required to pay by credit or debit card.

REFUND Policy

All fees are non-refundable. If you have any questions or issues with the program, please reach out to us at info@travelsoulyoga.com

CONFIDENTIALITY

The Company respects Client's privacy and insists that Client respects the Company's. Thus, consider this a mutual non-disclosure agreement. Any Confidential Information shared by any representative of the Company is confidential, proprietary, and belongs solely and exclusively to the

Party who discloses it. Both Parties agree not to disclose, reveal or make use of any Confidential Information or any transactions, during discussions, coaching calls or otherwise. Client agrees not to use such confidential information in any manner other than in discussion with the Company during the Program. 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 will keep Confidential Information in strictest confidence and shall use the best efforts to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. Further, Client agrees that if they violate or display any likelihood of violating this section the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

NON-DISCLOSURE OF PROGRAM 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.

NO TRANSFER OF INTELLECTUAL PROPERTY

Company's Program is copyrighted and the original materials that have been provided to Client are for Client's individual use only and 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, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

CLIENT RESPONSIBILITY

Client accepts and agrees that Client is fully responsible for their progress and results from the Program. Coach will help and guide Client however, participation is the one vital element to the Program's success that relies solely on Client. Company makes no representations, warranties or guarantees verbally or in writing regarding Client's performance. 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 there is no guarantee that Client will reach their goals as a result of participation in the Program.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

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.

SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder. **MODIFICATION** This Agreement constitutes and contains the entire agreement between the parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter.

MISCELLANEOUS

1) LIMITATION OF LIABILITY.

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employers, directors, and related entities from any and all damages that may result from any claims arising from any agreements, past or present, between the parties. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Client knowingly, voluntarily, and expressly, waives any claim for damages including but not limited to; injury or death Client may sustain as a result of participating in this Program. Client further declares and represents that no promise, inducement or agreement not herein expressed has been made to Client to enter into this release. The release made pursuant to this paragraph shall bind Client's heirs, executors, personal representatives, successors, assigns, and agents.

2) NON-DISPARAGEMENT. In the event that a dispute arises between the Parties, the Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. The Parties agree that neither will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, each other or any of its programs, members, owner directors, officers, Affiliates, subsidiaries, employees, agents or representatives.

3) ASSIGNMENT. This Agreement may not be assigned by either party without express written consent of Company.

4) TERMINATION. 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 the Program

without refund or forgiveness of monthly payments if Client becomes disruptive as determined by Company, or upon violation of the terms. The obligations of the Participant under this Agreement shall remain in effect in perpetuity after expiration or termination of this Agreement. Client will still be liable to pay the total contract amount.

5) INDEMNIFICATION. Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company.

6) RESOLUTION OF DISPUTES. If not resolved first by good-faith negotiation between the parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) 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 a decree in equity, as circumstances may indicate. In disputes involving unpaid balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

7) EQUITABLE RELIEF. In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

8) NOTICES. Any notices to be given hereunder to Company may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the Company at the addresses appearing below. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. For purposes of this Agreement, "personal delivery" includes notice transmitted by fax or electronic mail, provided sender maintains confirmation that the notice was properly transmitted on that date. Notice addresses and contact persons for the Company are as follows: info@travelsoulyoga.com

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, together, will constitute one and the same instrument. The parties hereto have caused this Agreement to be executed and delivered as of the date first written.

I have read and agree to the working agreements above, and will honor them during the term of this course.