

## Guha Soulworks LLC's "Terms and Conditions" for Yogic Mystery School updated April 2014

This agreement is between the enrolled Yogic Mystery School Student, hereinafter referred to as the "Student", and Guha Soulworks LLC, hereinafter referred to as the "Provider". Purchasing any program or membership in Yogic Mystery School constitutes your understanding and acceptance of the following Terms and Conditions:

- 1. PURPOSE:** The Student understands and accepts that the purpose of the program is solely for self-education through which the Student desires to study mantra, meditation (and in some instances, music) from a spiritual perspective as specifically taught and presented by Russill Paul, the Provider's Instructor, hereinafter referred to as the "Instructor".
- 2. CONFIDENTIALITY:** Student attests to be 21 years of age (or older), legally and mentally capable of entering into this agreement, and warrants that he or she is entering into this study relationship solely on behalf of self and agrees not to share any of the provided information with others, such as, confidentiality of passwords, and other data (including web support URLs), services, information, resources, packages and discussion board content which are the exclusive, proprietary and copyrighted property of the Provider/Instructor, and that he or she will maintain the confidentiality of all proprietary information provided regardless of cancellation or termination of study at any point.
- 3. STUDENT RESPONSIBILITY:** Student agrees to stay alert for all communications, including amendments to this agreement, made by the Provider by email, posted on the Student's support pages on the Provider's website. Passwords and Support URLs are subject to change at any time, which may be necessary for technical purposes. Student agrees to stay up-to-date with all directives, updates and enhancements to the program's curriculum by monitoring and responding to email alerts, checking the program's web-pages and bulletin boards, and reviewing all updates in a timely manner. Student is responsible for all online posting that occurs under the Student's discussion board membership.
- 4. TECHNICAL COMPONENTS:** Provider will not require the Student to purchase any software for any module. However, Student is responsible for keeping his or her web browser up to date and agrees that the Instructor/Provider will not provide any computer or technical assistance whatsoever with the exception of accessing the support URL for the program. Student understands and accepts that the various websites and servers associated with the program may sometimes experience technical difficulties or undergo servicing which may make support temporarily unavailable during those times. In the case of audio and video postings, Provider will make every effort to keep file sizes small and efficient; however, Student understands that playback speed is relative to the speed of his or her internet connection and personal computer specifics and that a broadband internet connection is ideal to view program content.
- 5. MATERIALS:** If special learning materials are included in your course or membership that is to be mailed to you, Provider will send Student the learning materials (DVDs and/or CDs and/or printed matter) to the address provided at the time of purchase. Addresses outside the US will incur extra mailing and service charges and will be accommodated only if Provider accepts the alternate mailing address and it is paid for by the Student well in advance. On receiving the materials, Student agrees to check these materials to ensure that they are properly functioning and free of defect. Provider will replace any defective materials if notified within one week of receipt by the Student. Any notifications past this one-week period will require additional mailing costs and service charges. Provider will not accept any responsibility for time lost by the Student in study because of refurbishing the materials. Provider is not responsible for the functioning of learning materials beyond the duration of the program season, after which any replacements will need to be purchased by the Student.
- 6. ADDITIONAL SUPPORT:** The single, private, phone consultation that comes with Passionate Membership, is approximately 10 minutes in length and will sufficiently address your core spiritual need and direction. It is not intended for checking pronunciation of mantras. Should Student require extra assistance other than what is provided through the program's functions, or if support is required outside of the program season, Student agrees to schedule private consultations with the Instructor by phone that is to be arranged for a separate fee and based on Instructor's availability and by following the instructions and procedures detailed on the program's support pages.
- 7. COPYRIGHT:** Student's relationship with Provider allows the Student the use of all proprietary facilities and provided proprietary content solely and exclusively for the purpose of one's own self-education. Student agrees not to copy, transfer, sell, convey, use, resell or sublicense any of the provided data, information or services in any medium, form, manner, or format whatsoever, for any purpose other than one's own self-study. Unauthorized reproduction, reformatting, publication, distribution or dissemination associated with any service or product provided or made available to any third party through the World Wide Web, or by inclusion or in combination with any other service or product of any kind; or by extracting, selecting or drawing out any data element for any use whatsoever, other than that which is explicitly specified in this agreement, will constitute an infringement of copyright laws and a violation of the terms and conditions outlined in this agreement. If the Student resides outside the USA, he/she hereby accepts to abide by all US and international laws governing Copyright and end user licenses, using the services and content provided only for the purpose of one's own self study.
- 8. PERSONAL RESPONSIBILITY:** Student agrees at all times to indemnify and hold harmless the Provider and the Provider's Instructor (Russill Paul) for any personal injury or damages of any kind whatsoever resulting from any applications from any part of this program. Student understands and accepts that the Instructor is not a physician, psychotherapist, healer, health care practitioner of any kind and cannot be expected to offer any kind of advice or cautions for any health condition whatsoever. Student accepts to undertake any and all practices presented in the program solely at his or her own risk and accepts full responsibility for any and all effects that may trigger any health condition, either pre-existent or developed during the course of study.

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9. PAYMENT: Student agrees to pay for all resources and services in a timely manner. Lack of payment or lack of communication around payments due will constitute grounds for cancellation or termination of services in which case the Provider reserves the right to withhold either services or resources or both that may be due to the Student after calculating that what has already been received by the student is sufficient compensation for the amount paid till date.

10. CANCELLATION POLICY: Student may discontinue the study process at any time. Once a cancellation is in effect, the student will cease to have access to any online content, support or services. In the event of cancellation, the following guidelines will apply. Provider retains the sole discretionary right to refuse a refund, offer a partial refund or calculate a refund based on but not limited to the following: date when the student cancels, materials mailed to Student, web access to exclusive content and support provided, etcetera. If special discounts were given at the time of purchasing a program or a package, Provider reserves the right to deduct regular cost of the course or courses featured in the package when processing refunds, including any bonus content, special content, special services, etcetera that might have been offered prior to the cancellation, regardless of whether or not the Student availed these offerings. Student may be required to return all learning materials to the Provider at his or her expense by a traceable mailing service. Refunds will be processed only after Provider receives these materials and in good condition. Provider retains the right to deduct costs of the intellectual value of the materials mailed, which is above the manufacturing cost of the DVDs and which are exclusive content. Once cancellations are in effect, all support services offered to the Student by the Instructor/Provider will cease and Student accepts not to compromise any intellectual content, passwords, URLs or proprietary information that will constitute a violation of this agreement.

11. TERMINATION POLICY: Instructor and/or Provider may terminate the Student's relationship with the program in the event of abuse of any kind or if determining that the Student is abusive, disruptive to the program and its objectives or to the wellbeing of the Instructor and/or other students, or if determining that there is a lack of compatibility between the Student and the program's objectives and methodology, or a lack of compatibility between the Student and the Instructor/Provider, or from the failure to pay for tuition or resources in a timely manner. In the event of termination, Provider retains the sole discretionary right to apply the cancellation policy, refuse a refund, or offer a partial refund less any shipping costs involved. Student may be required to return all learning materials to the Provider at his or her expense by a traceable mailing service.

Once terminated from the program, all relationship between the Student and the Instructor/Provider regarding all features of the program will cease to exist. However, Student accepts not to compromise any intellectual content, passwords, URLs or proprietary information that will constitute a violation of this agreement.

12. MEMBERSHIPS: Student accepts that memberships are for a specific time period and include only those courses and benefits mentioned in the purchase agreement. Student accepts that it is up to him or her to make use of the various offerings provided during the membership period at the consolidated pricing provided at purchase. Regardless of reasons, Student accepts that any of the courses or special content, if not availed by the Student during the period of membership, cannot be taken again at another time or exchanged for similar courses or special content. This includes private phone consultations included in a membership: cancellation of the membership voids the private phone consultation. Memberships begin and end on the date of that specific membership period. If memberships are cancelled prior to the ending of the membership period, Provider retains the right to calculate, issue or refuse refunds based on the following criteria: Student understands that memberships are discounted package pricing on multiple programs and services, and Student may have taken advantage of rebates or special offers discounting these membership packages even further. Student accepts that when a membership is cancelled, the Provider retains the sole right to make deductions based on the regular pricing of courses, services and special content provided to the Student for that membership period and not based on any calculation of the discounted and/or special pricing of the membership, including any form of prorating the programs and services featured in that membership package based on the purchase price. Student further accepts that if the Provider determines that the services, content and special content provided to the Student until the date of cancellation of the membership equals or exceeds the amount paid for the membership, there will be no refunds regardless of whether the Student has made use of what the Provider has provided. Cancellation and Termination policies, items 10 and 11, in this agreement, will apply in processing membership refunds.

13. AMMENDMENTS: Provider reserves the right to make amendments to the terms and conditions of this agreement at any time. Such amendments may be communicated to the Student via email or posted on the Student's support pages on the Provider's website. Student will have the option of withdrawing from the program if unable or unwilling to accept the amendments, in which case our cancellation, termination and membership policies will apply while all other parts of this agreement continue to remain in full effect.

14. LIMITATION, ARBITRATION, LITIGATION: Although we see no reason for any disagreement that requires resorting to any type of legal action, in the unfortunate event of litigation, Student agrees to be liable for any attorney fees incurred by the Provider/Instructor in the event that the Provider/Instructor prevails in any legal action taken by or against the Instructor/Provider and its members arising out of the breach of this agreement. Student agrees that if any provision of this Agreement is held unenforceable, all remaining provisions of this Agreement shall remain in full effect and that the period for bringing any and all legal action by the Student is limited to thirty days after the completion (or cancellation) of a course, membership or program season for which the issue is relevant. Failure to take such an action within this period shall forever bar any such legal action. Regardless of the Students place of residence, Student agrees to mediation and/or arbitration prior to filing any lawsuit and the venue for any and all legal action including mediation and/or arbitration will be conducted in Travis County, TX, USA or in the County of the Provider's new place of business in the event the Provider moves business location.