

Terms Of Service

IMPORTANT: READ CAREFULLY BEFORE ACCESSING OR USING SOPHIE MALAHIEUDE MATERIA INCLUDING ANY AUDIO AND/OR VISUAL PRESENTATIONS AND PROGRAMS ASSOCIATED WITH HER SERVICE. BY ACCESSING OR USING THE PROGRAM(S), YOU ACKNOWLEDGE THAT:

YOU HAVE READ THIS AGREEMENT, YOU UNDERSTAND IT, AND THAT YOU ACCEPT AND AGREE TO BE BOUND BY ITS TERMS. This Agreement (“Agreement”) is a legal contract between Sophie Malahieude, 43413 Messina Street, Temecula Ca, 92592, and the Student

WHEREAS, Sophie Malahieude is engaged in this business of client coaching services, teaching yoga, teaching Ayurveda or coaching as a 12-week program; and WHEREAS, YOU desire to engage Sophie Malahieude to provide Coaching services, or receive Yoga teaching, or Ayurveda teaching to YOU in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation; NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Membership and Program Fees

1.1. Program: Under the terms of this Agreement, Sophie Malahieude agrees to provide coaching services to YOU in the form of Webinars, Audio and/or Visual Presentations, and periodic personal coaching and evaluation (“Program(s)”) in exchange for a Program Fee. Progression between Programs will occur automatically, and Program Fees will be determined according to paragraph below.

1.2. Your access to such Programs is made conditional on payment of such Program Fee.

The program is an online course which includes:

– Access to training modules – Access to 1 x weekly 60-minute support call for 10 weeks.

1.1.2. Term: The Term of this Agreement will commence upon YOUR acceptance of this Agreement and payment of the applicable Program Fee.

1.1.3. Termination: Sophie Malahieude may terminate this Agreement at any time in its discretion upon notice to YOU. Paragraph 3.1. below shall survive termination of this Agreement, binding YOU to Confidentiality in perpetuity.

1.2. Program Fees: By accepting the terms of this Agreement, YOU agree and understand that you are committing to pay the full program fee upfront before access to the course or you have agreed to a payment plan of which you will continue to pay until full program fee is paid off within 2 months of accepting these terms.

1.3. Promotional Material: By accepting the terms of this Agreement and affirmatively seeking the benefits of membership in the Program(s) offered by Sophie Malahieude, YOU affirmatively agree and acknowledge that Sophie Malahieude may at any time reproduce and/ or disseminate any testimonial(s) describing or otherwise referencing, either directly or indirectly, YOUR experience participating in such Program(s), including any specific results experienced by YOU over the course of such participation. YOU agree and acknowledge that this includes any written statements you may publish to social media accounts and online forums as well as any statements and/or images captured or otherwise recorded over the course of attendance at any event(s) related to such Program(s).

1.4 Weekly Support Calls: If done in a group format the weekly support calls shall be recorded and shared to existing and future students of Sophie Malahieude. All private material shall be kept confidential should the material ever be published outside of the Sophie Malahieude program. By accepting the terms of this Agreement and requesting assistance for your own campaigns or your client's campaigns, you acknowledge that your own account or client accounts will be recorded and shared as replay and training material.

2: WARRANTIES

2.1. Success not Guaranteed: By accepting the terms of this Agreement, YOU agree and understand that Sophie Malahieude provides Program(s) related to training only and guarantees no specific results. YOU take full responsibility for YOUR own success.

2.2. Limited Liability: In no event will Sophie Malahieude be liable to YOU or any party related to you for any damages, including damages for loss of business profits or other pecuniary loss, whether under a theory of contract, warranty, tort (including negligence) products liability or otherwise, even if Sophie Malahieude has been advised of the possibility of such damages. Limitations herein described shall be applied to the greatest extent enforceable under applicable law.

2.3 Refund Policy: No refunds will be issued policy.

SECTION 3: Confidentiality

3.1. Confidentiality: Only authorized users, who have duly attained access to any Programs offered by Sophie Malahieude by personally agreeing to the terms of this Agreement are permitted use and participate with such Programs. Except as expressly authorized by this Agreement, YOU shall not provide or make available any Documentation, Video, Audio, or any login member credentials to any third party, or use the Documentation, Video, Audio, or any login member credentials to teach any third party, or otherwise disclose or discuss information revealed in any portion of the Program(s) for any purpose other than exercising rights expressly granted to you by this Agreement.

3.2 Intellectual Property: YOU acknowledge that any Audio and/or Visual Presentations, Documentation, and other elements of the program are the sole Intellectual Property of Sophie Malahieude under United States copyright, trademark and other intellectual property laws and international treaties. YOU further acknowledge and agree that, as between YOU and Sophie Malahieude and its third-party licensors own and shall continue to own all right, title, and interest in and to the Audio and/or Visual Presentations, Documentation and other elements of the System, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Audio and/or Visual Presentations, Documentation, and other elements of the Webinar System, or any other intellectual property rights of Sophie Malahieude whether by implication, estoppel, or otherwise. Any and all trademarks or service marks that Sophie Malahieude uses in connection with services rendered by Sophie Malahieude are marks owned by Sophie Malahieude. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

SECTION 4: Miscellaneous

4.1. Non-transferability: The rights and obligations under this Agreement are personal to YOU. YOU may not assign or transfer any rights or obligations under this Agreement.

4.2. Indemnification: YOU will, at your own expense, defend, indemnify, and hold Made Of Magic, its agents, and employees harmless from any and all claims, actions, liabilities, injuries, damages, losses, grants, costs, and expenses, including attorney fees, arising out of or in connection with any use of the Program(s) of this Agreement.

4.3. Integration: This Agreement, along with any additional terms or policies incorporated herein by reference, represents the entire Agreement between YOU and Sophie Malahieude concerning the Program, and this Agreement supersedes and replaces any prior proposal,

representation, or understanding YOU may have had with Sophie Malahieude relating to the Program, whether oral or written.

4.4. Amendment: Sophie Malahieude reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement at www.natureswisdom4u.com

4.5. Governing law: This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States of America. The venue for any dispute shall be in the United States.

BY PURCHASING, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ALL OF THE AFOREMENTIONED TERMS, INCLUDING THOSE RELATED TO PROGRAM FEES, AUTOMATIC MONTHLY BILLING, STRICT REFUND POLICY, AND CONFIDENTIALITY.