

TERMS OF PURCHASE

Cords of Light, LLC

The Art of Shielding Online Course

By clicking “Buy Now,” “Purchase,” or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with products, programs, or services by **Chani Birkner** (“Coach”), acting on behalf of **Cords of Light, LLC** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

(a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the **Art of Shielding Online Course** program (“Program”).

(b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s website as part of the Program.

(c) Coach reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.

(d) Client agrees to be open, present and prepared to complete the work as a team together. Client is responsible for his/her own success and implementation of objectives met.

(e) The Program includes the following:

1. 5 Video Modules, a workbook, 2 Bonus Video Modules, and 2 MP3 Albums

2. METHODOLOGY. Client agrees to be open minded to Coach’s coaching methods and partake in methods proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program. Coach may revise methods or parts of the Program based on the needs of the Client.

3. DISCLAIMERS. By participating in the Program, Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and her services do not replace the care of other professionals. Coaching and/or consulting is in no way to be construed or substituted as psychological counseling or any other type of therapy or advice.

The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided.

The Coach may provide Client with third-party recommendations for such services as photography, business, health, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials, earnings, or examples shown through Coach's website, programs, and/or services are only examples of what may be possible for Client. There can be no assurance as to any particular financial outcome based on the use of Coach's programs and/or services. Client acknowledges that Coach has not and does not make any representations as to the future income, expenses, sales volume or potential profitability or loss of any kind that may be derived as a result of use of Coach's website, programs, products or services.

4. PAYMENT AND REFUND POLICY.

- (a) Upon execution of this Agreement, Client agrees to pay to the Coach the full purchase amount.
- (b) Coach does not offer refunds to ensure that clients are fully committed to the Program.
- (c) If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee").
- (d) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls. In addition, a 3% interest fee will be charged for each day that payment is late for a maximum of 30 days. If Client does not commence with payment after 30 days, Coach has the right to terminate agreement.

5. INTELLECTUAL PROPERTY RIGHTS. In respect of the documents specifically created for the Client as part of this Agreement, the Coach maintains all of the

copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement.

6. RECORDING AND REDISTRIBUTION OF CALLS. Client acknowledges that group coaching sessions and/or group calls may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach.
7. GOOD FAITH. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
8. DISCLAIMER OF WARRANTIES. The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an “as-is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.
9. LIMITATION OF LIABILITY. By using **Cords of Light, LLC** services and purchasing this Program, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Coach 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 the Program. Client agrees that use of this Program is at user’s own risk.
10. 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 **Vernal, Utah**. 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.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of **Utah**, regardless of the conflict of laws principles thereof.
12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.