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# SOUL ARTS INTERNATIONAL

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## **By signing below you agree to Soul Arts International Terms of Service: Legal & Spiritual Terms and Conditions**

By registering for the any of the “Offerings” within the [www.soul-arts.com](http://www.soul-arts.com) constellation of paid content, you agree to the following specific provisions:

~ Feminine Embodiment Mentorship is a process.

Unlike consulting, there is no defined deliverable or outcome that determines the success of our time together. However, all work cultivated within is designed to be of a highly bespoke nature and to be deeply supportive to Clients’ process and identified intended individual and/or relational desires.

~ Mentorship is not therapy nor counselling, and does not treat illness nor pathology. Client understands that Zoe Dodds (“Mentor”) is not a licensed psychologist, psychiatrist, social worker or other medical or mental health professional. Client is wholly responsible for their own physical, emotional and mental health. If Client believes that the experience of Mentorship is not suited to Client’s best interest, Client agrees to communicate this to Mentor.

~ ‘Feminine Embodiment Mentorship’, whether individual or in group containers, is a process and the nature of the outcome and results remain unquantifiable. Therefore, there are no specific guarantees regarding the outcome and your satisfaction with the Group process or ‘results’ therein.

**Nature of the Agreement:** These Terms of Use, Release, Arbitration Agreement, and Waiver of Class and Collective Actions (the “Agreement”) are a legally binding contract between (1) you and each of your heirs, assigns, and successors (“You”) and (2) Soul Arts International and each of its principals, owners, shareholders, directors, agents, and employees, and each of their respective heirs, assigns, and successors.

**Acceptance of Agreement:** By using this Site (or purchasing or participating in any class, program, session, or other service (“Services”) within the Soul Arts International Feminine Embodiment ecosystem, You are agreeing to be bound by this Agreement and You are giving up legal rights, the ability to sue in court, and the ability to bring and participate in class, collective, or representative actions.

Read this Agreement in its entirety. Soul Arts International may amend this Agreement at any time without specific notice to You (except that any amendments to paragraphs 8–10 below shall not affect any Dispute that exists at the time of the amendment, unless otherwise agreed by You and Soul Arts International / Zoe Dodds.

The latest Agreement will be posted on the Site and Your continued use of the Site (or Your purchase of, or participation in, any Services) will constitute Your agreement to be bound by the latest version of the Agreement. You should review this Agreement prior to using the Site or purchasing or participating in any Services.

**Copyright:** The content, organisation, photos, videos, audio, graphics, design, and other matters related to the Site and Services are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. The copying, recording, reproduction, use, modification or publication by You of any such matters or any part of the Site or Services is strictly prohibited without the express prior written permission of Soul Arts International / Zoe Dodds.

**Confidentiality:** You are agreeing to hold the names, identities and information of all workshop participants in strict confidence. No information you hear about a fellow participant during this program may be revealed, spoken of or written about in any way that would disclose the identity of said participant.

**No Warranty:** Your use of this Site, its content, and any Services is at Your own risk and Soul Arts International / Zoe Dodds makes no warranty about their accuracy, utility, or otherwise. The content of this Program and the Services consists solely of the thoughts,

opinions, and views of the Soul Arts International / Zoe Dodds brand, who are not trained or licensed therapists or counsellors.

Do not use this Site or its content or any Services as a substitute for medical or psychiatric treatment or professional counselling.

**Indemnification:** You agree to indemnify, defend and hold Soul Arts International / Zoe Dodds harmless from any and all liability, loss, damages, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Program, its content, or any Services.

**WAIVER OF LEGAL RIGHTS AND RELEASE:** To the maximum extent permitted by law, You unconditionally and forever release, discharge, hold harmless, and indemnify Soul Arts International / Zoe Dodds from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, losses, and demands of every kind or nature whether existing, contingent, or future, known or unknown, suspected or unsuspected, whether in law or equity under the laws of any jurisdiction ("Claims"), including without limitation any Claims caused by the negligence of Soul Arts International / Zoe Dodds or of any participant in any class, program, or session hosted by Soul Arts International / Zoe Dodds, that relate to, arise out of, or concern the Site or its content, or that relate to, arise out of, or concern any Services, whether or not you pay anything for such Services and whether or not your Claims arise from the action or inaction of other users of the Site, other participants in the Services, or anyone else. You agree and intend that this waiver, release, and indemnification shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**Dispute Resolution and Arbitration Agreement:** You and Soul Arts International / Zoe Dodds agree to resolve any and all disputes of any type arising from or concerning the Site or Services in any way ("Disputes"), other than Small Claims, exclusively according to the following terms: Without limiting the scope and effect of the foregoing Waiver and Release, You and Soul Arts

International / Zoe Dodds agree that any Dispute shall be resolved solely and exclusively through confidential, individual AAA arbitration before a single arbitrator (unless the amount or value of any Dispute is in excess of \$50,000, in which case arbitration shall proceed before a panel of three arbitrators, one appointed by each party and the third appointed by the two party arbitrators).

No claim in arbitration shall be filed unless and until you and Soul Arts International / Zoe Dodds have first sought to resolve the Dispute through at least one, good-faith in-person or telephonic discussion without lawyers ("Discussion"). The Discussion shall take place within 30 days of the date that either side first gives written notice to the other of any Dispute. The Discussion shall be confidential and without prejudice to either side and neither side shall be allowed to use anything said in the Discussion in any legal or arbitral proceeding against the other.

The seat of any arbitration shall be Brisbane, Australia. The arbitrator(s) may award the prevailing party its reasonable attorneys' fees, costs, and expenses, including any AAA or arbitrator fees. The arbitrator(s) shall determine all issues of arbitrability and the construction, validity, and enforcement of this Agreement.

Notwithstanding anything else in this Dispute Resolution and Arbitration Agreement, any Dispute that falls within the jurisdiction of Brisbane Small Claims Court or any similar small claims court in any other state ("Small Claims") may be brought in such small claims court at the option of the claiming party.

This Dispute Resolution and Arbitration Agreement is severable from the Agreement as a whole.

**Provisional Remedies:** Notwithstanding the foregoing Dispute Resolution and Arbitration Agreement or anything else in this Agreement, Soul Arts International / Zoe Dodds shall have the right to seek immediate injunctive or other equitable relief (including in court) to enforce this Agreement, its intellectual property rights, or the confidentiality or privacy of any data or information concerning

Soul Arts International / Zoe Dodds, the Site, the Services, or any participants in any Services.

**Class Action Waiver:** You and Soul Arts International / Zoe Dodds agree, to the maximum extent permitted by law, not to bring or participate in any class, representative, or collective action of any type whatsoever, whether in court or arbitration or otherwise, with respect to any Dispute or Claim. This Class Action Waiver is severable from the Agreement as a whole. The construction, validity, and enforceability of this Class Action Waiver shall be determined by a court and not by any arbitrator, regardless of what the rules of the arbitral forum may otherwise provide or permit.

**Governing Law:** This Agreement shall be construed and governed exclusively by the laws of the State of Queensland, Australia and without giving any effect to Australia's choice of law principles.

I have read and agree to the terms of service

Please Sign:

Full Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_