### **Terms Of Service**

These terms of use govern your use of this site, by accessing this site, you are indicating your acknowledgment and acceptance of these terms of use. Terms of are subject to change at any time. your use of this site after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these terms regularly.

#### **Refund Policy**

Be Movement Studio will, at our discretion, allow for the return of certain products/services. Defective product may be returned within 30 days of the purchase date. Services will vary depending on the type of service purchased. One time payments made for Balanced Energy Sessions and/or Business Mentoring/Coaching services are non-refundable. E-courses or ongoing payment refunds will be provided within 14 days of the purchase price. The customer will lose access to a product, program, support sites, updates, etc. once the refund is issued. The customer needs to request the refund in writing, within 14 days and verify that the request has been received. All sales will be final following the 14 day window and no refunds will be issued.

E-Courses certificate of completions will only be issued once the course has been paid in full and all other course requirements are met (see individual courses).

It is the sole responsibility of the student to research their states requirements and legal regulation related to energy healing services prior to signing up for the course. Be Movement Studio will not be held liable for any student practicing without meeting specific legal requirements required by their state.

## Site Access

You agree to use this site for lawful purposes and not to take any action that may compromise the security of the site, render the site inaccessible or otherwise cause damage to the site or content thereof. You agree not to add, subtract from, or modify content, or access any content that is not intended for you. Furthermore, you agree not to use this site for any commercial purpose without our express written consent. This includes, but is not limited to, any type of co-branding or using content for commercial or personal gain.

#### **Proprietary Information**

You agree to use this site for lawful purposes and not to take any action that may compromise the security of the site, render the site inaccessible or otherwise cause damage to the site or content thereof. You agree not to add, subtract from, or modify content, or access any content that is not intended for you. Furthermore, you agree not to use this site for any commercial purpose without our express written consent.

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This site may be hyper-linked to other sites for your convenience which are not maintained by, or related to, and does not imply endorsement by Be Movement Studio. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this site or Be Movement Studio. Be Movement Studio is not responsible for the content of those sites and makes no representations about the hyper-linked sites. Hyperlinks are to be accessed at the user's own risk. If you hyper-link to a site, please be aware that you will leave our website and will become subject to the rules and conditions of the linked site(s). It is recommend that you make yourself aware of the Terms of Use of any sites you link to from our site.

### **Submissions**

You hereby grant to Be Movement Studio the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to us through this our sites. Including, but not limited to, client and/or student testimonials. By making a submission to us, you guarantee that you have the legal right to post the content in the and that it will not violate any law or the rights of any person or entity.

## **Downloading Material**

Be Movement Studio will not intentionally post any material for download that may be harmful to electronic devices. However, you understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may contain destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. We do not assume any responsibility or risk for your use of the Internet.

#### **Delivery Policy**

Digital products will be accessible at set weekly days and will vary depending on the product purchased. If a technical glitch occurs, a member of our support team will respond within a reasonable time of 48 hours. We will do our best to correct the technical issue as quickly as possible once it has been identified. By purchasing digital products, you understand that technical glitches may occur, and that they are not grounds for refunds.

#### **Disclaimer**

Be Movement Studio makes no express or implied warranties, representations or endorsements whatsoever with respect to the site, the service or the content. We do not warrant that the functions performed by the site or the service will be uninterrupted, timely, secure or error-free, or that defects in the site or the service will be corrected.

## **Limitation on Liability**

Be Movement Studio, subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress, or similar damages. In no event will the collective liability of company and its subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors, to any party (regardless of the form of action, whether in contract, tort, or otherwise) exceed the greater of \$100 or the amount you have paid to company for the applicable content, product or service. Each client/student is responsible for their own decisions, including but not limited to, healing, medical well-being, successful implementation of trainings, and financial gain. Be Movement Studio products, services, and training is considered alternative and does not replace traditional medical care or psychiatric counseling.

## **Indemnity**

You will indemnify and hold Be Movement Studio, subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (hereinafter known as the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorney's fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

This includes: e-courses, course content/material and personal services including balanced energy sessions and business coaching/mentoring.

## Information you Provide

In relationship to part of our site in which students and/or clients may have the ability to post such as FB groups, you agree to the following:

• You may not post, send, submit, publish, or transmit in connection with this site any material that:

- advocates illegal activity or discusses an intent to commit an illegal act or is in violation of any law; is vulgar, obscene, pornographic, or indecent;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content; solicits funds, advertisers or sponsors;
- Include programs which contain viruses, worms and/or Trojan horses or other computer code or programs designed to interrupt, destroy, or limit the functionality of our site.

# **Affiliate Policy**

Products and services that are mentioned or linked to our sites or blogs may be products that Be Movement Studio has a financial interest in promoting or has received some other non-financial compensation for.

# **Security**

Any passwords used for this site are for individual use only. You will be responsible for the security of your password (if any). Be Movement Studio will be entitled to monitor your password and, at its discretion, require you to change it. If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate suspected violations of these Terms of Use.

## **General Terms**

These Terms of Use will be governed and interpreted pursuant to the laws of Utah, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Utah with any dispute arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and/or federal courts in Washington County, Utah. If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. Be Movement Studio may revise these Terms of Use at any time by updating this posting.