

Elevate Your Wellness

TERMS AND CONDITIONS

Elevate Your Wellness Center

1. Elevate Your Wellness Center offers EE Sessions. Members will get reminders for their booked

appointments and every other time some additional information about the Center.

2. You can cancel the SMS service at any time. Simply text "STOP" to the shortcode. Upon sending

"STOP," we will confirm your unsubscribe status via SMS. Following this confirmation, you will no longer

receive SMS messages from us. To rejoin, sign up as you did initially, and we will resume sending SMS

messages to you.

3. If you experience issues with the messaging program, reply with the keyword HELP for more

assistance, or reach out directly to (831) 222-1800

4. Carriers are not liable for delayed or undelivered messages.

5. As always, message and data rates may apply for messages sent to you from us and to us from you.

Message frequency varies. For questions about your text plan or data plan, contact your wireless

provider.

6. For privacy-related inquiries, please refer to our privacy policy at <https://elevate-your-wellness.org/>

These terms and conditions of sale ("Agreement") are applicable to any order placed with and accepted

by Us (referred to herein as "Supplier"): SCOPE OF AGREEMENT. Supplier, upon acceptance of an Order

placed by Buyer, will supply the products and services specified in the Order (the "Work") to Buyer,

pursuant to the terms and conditions of this Agreement and its exhibits and Supplier's acceptance of

such order submitted by Buyer is expressly limited to the terms and conditions of this Agreement

notwithstanding any contrary provision contained in Buyer's purchase orders, invoices,

acknowledgements or other documents. The details of the Work (e.g. quantity, price, and product

specifications) shall be set forth in the relevant Order. PRICE AND TERMS. (a) The prices payable by

Buyer for goods and services to be supplied by Supplier under this Agreement will be specified in the

applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes. (b)

Payment terms are net thirty (30) calendar days from the date of the invoice. If Buyer does not pay an

invoiced amount within terms, Buyer will in addition pay finance charges of one and one-half percent

(1.5%) per month on the late balance and Supplier reserves the right to (1) withhold shipment of the

Work until full payment is made; and/or (2) revoke any credit extended to Buyer. In the event that

Buyer's account is more than ninety (90) days in arrears, Buyer shall reimburse Supplier for the

reasonable costs, including attorneys fees, of collecting such amounts from Buyer. In the event of any

dispute regarding an invoice, no finance charges will apply in the event that Buyer provides written

notice of the dispute prior to the due date for such payment. (c) Upon reasonable request by the

Supplier, Buyer shall provide copies of its most recent audited financial statements or other reasonable

evidence of its financial capacity and such other information as Supplier reasonable requests to

determine credit status or credits limits. (d) Buyer shall provide notice within five (5) business days of the

occurrence of any event which materially affects Buyer's ability to perform its obligations under this

Agreement including but not limited to: (i) the material default of any supplier or sub-contractor; (ii)

labor strike or dispute; or (iii) material uncured default with respect to any debt obligations of Buyer. (e)

Pricing schedules (whether attached to this Agreement or an Order) are subject to change upon a

change in the price of applicable raw materials (as reflected on a recognized trade or commodity pricing

tracker) in excess of five percent (5%) from the date of such schedule. (f) Unless otherwise specified in

the Order, Work will be delivered FOB Supplier's manufacturing facility and will be shipped to Buyer via

carriers selected by Supplier. BUYER MATERIALS AND DATA. (a) Buyer represents and warrants that any

matter it furnishes for performance of services by Supplier (i) does not infringe any copyright or

trademark or other Intellectual Property Rights of any third party; (ii) is not libelous or obscene; (iii) does

not invade any persons right to privacy; and (iv) does not otherwise violate any laws or infringe the rights

of any third party. (b) Buyer warrants that it has the right to use and to have Supplier use on behalf of

Buyer any data provided to Supplier by Buyer including specifically customer names, identifying

information, addresses and other contact information and related personal information ("Data"). Buyer

further warrants that it will designate on the applicable Order if Data provided pursuant to that Order is

subject to (Company Name) or other statutes providing enhanced data protection or requiring enhanced

data security procedures INVENTORY. In the event any inventory is maintained by the Supplier on behalf

of Buyer, the applicable Addendum(s) (Addendum 1 and/or Addendum 2) incorporated herein shall

apply. INTELLECTUAL PROPERTY. Any and all inventions, discoveries, patent applications, patents,

copyrights, trademarks and trade names, commercial symbols, trade secrets, work product and

information embodying proprietary data existing and owned by Buyer as of the date of the Order or

made or conceived by employees of Buyer during the Term of the Order shall be and remain the sole and

exclusive property of Buyer provided that Buyer grants to Supplier a license to use, display and distribute

any intellectual property rights delivered to Supplier as reasonably necessary to perform any Order. Any

and all inventions, discoveries, patent applications, patents, copyrights, trademarks and trade names,

commercial symbols, trade secrets, work product and information embodying proprietary data existing

and owned by Supplier as of the date of the Order or made or conceived by employees, consultants,

representatives or agents of Supplier during the term of this Agreement shall be and remain the sole and

exclusive property of Supplier. Without limiting the generality of the foregoing, the parties agree that

Supplier will own systems (including all web source code) related to the Services provided hereunder,

including all modifications, upgrades and enhancements thereto made during the term of the Order.

Without limiting the generality of the foregoing, Buyer acknowledges and agrees that Supplier is in the

business of developing customized print and e-commerce solutions, and the provision of print and

fulfillment order services, and that Supplier shall have the right to provide to third parties services which

are the same or similar to the services provided herein and to use or otherwise exploit any Supplier

materials in providing such services. CONFIDENTIAL INFORMATION. Any information that parties receive

or otherwise have access to incidental to or in connection with this Agreement (collectively, the

“Confidential Information”), shall be and remain the property of the disclosing party. Confidential

Information shall not include information which: (i) was in the possession of the Receiving Party at the

time it was first disclosed by the Disclosing Party; (ii) was in the public domain at the time it was

disclosed to the Receiving Party; (iii) enters the public domain through sources independent of the

Receiving Party and through no breach of this provision by the Receiving Party; (iv) is made available by

the Disclosing Party to a third party on an unrestricted, non-confidential basis; (v) was lawfully obtained

by the Receiving Party from a third party not known by the Receiving Party to be under an obligation of

confidentiality to the Disclosing Party; or (vi) was at any time developed by the Receiving Party

independently of any disclosure by the Disclosing Party. Confidential Information may be used to the

extent necessary to perform this Agreement and the parties shall not disclose Confidential Information

to any third party, except to its agents (who have executed confidentiality agreements containing terms

substantially similar to the terms) as necessary to provide the Work hereunder. In no event shall Buyer

acquire any right, title or interest in and to any product or process information, including related know

how, either existing or developed during the course of the business relationship with Supplier and Buyer,

and in no event shall Supplier acquire and right, title, or interest in and to any materials or information

provided to it by Buyer. 7 INDEMNIFICATION. The indemnifying party, as Indemnitor, shall indemnify,

defend and hold harmless the indemnified party, as Indemnatee, its officers, directors, employees,

agents, subsidiaries, and other people from and against any and all claims, damages, liabilities, and

expenses (including attorney fees) arising from any claim based on Indemnitor's (or its agent's) breach of

any representation, warranty, covenant, agreement, or obligation under the Order or this Agreement , or

Indemnitor's (or its agent's) grossly negligent and/or willful acts in carrying out its obligations under the

Order or the Agreement, provided that in no event shall Supplier be responsible for any claims arising

out of its compliance with instructions, requirements, or specifications provided by or required by Buyer

(including the use of information, artwork, logos, and/or trademarks provided by Buyer). Neither party

will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises

out of such other party's own negligence or willful misconduct. In order to avail itself of this indemnity

provision, Indemnitee shall promptly provide notice to Indemnitor of any such claim, tender the defense

of the claim to Indemnitor, and cooperate with Indemnitor in the defense of the claim. Indemnitor shall

not be liable for any cost, expense, or compromise incurred or made by Indemnitee in any legal action

without the Indemnitor's prior written consent. BREACH. In addition to all other rights to which a party

is entitled under this Agreement, if either party breaches any term of the Order or the Agreement, the

non-breaching party shall have the right to: (a) terminate the Order immediately upon written notice to

the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce

the terms of this Agreement. Failure to properly demand compliance or performance of any term of the

Order or this Agreement shall not constitute a waiver of Supplier's rights hereunder and prior to any

claim for damages being made for non-conformance or breach, Buyer shall provide Supplier with

reasonable notice of any alleged deficiencies in the Work or performance under the Order or this

Agreement and Supplier shall have a reasonable opportunity to cure any such alleged non-conformance

or breach. Warranty. Supplier warrants that the Work shall reasonably conform to specifications in all

material respects. If applicable and at Supplier's option, Supplier may provide Buyer with an on-line

printing proof for Buyer approval. If a proof has been provided, once Buyer approves a proof, Buyer will

be liable for all fees associated with the order, as specified in the Order. If Buyer supplies Supplier stock

or items for imprinting as part of the Order, Supplier is not responsible for issues related to the quality of

the stock or items for imprinting. Supplier will not provide refunds for any Work conforming to

specifications in all material respects. Other than the warranties set forth in this section, Supplier makes

no warranty of any kind, expressed or implied or otherwise whatsoever, that the services performed or

any items produced will be merchantable or fit for any particular purpose or use. In the event of any

breach of any warranty specified in this provision, Buyer's exclusive remedy shall be that Supplier shall,

at its option, repair or replace any defective goods at no cost to Buyer or refund any purchase price paid

for such Work. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR

INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN

ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND VENDOR'S TOTAL LIABILITY FOR DAMAGES

UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER FOR

THE INVOICE UPON WHICH A CLAIM IS BASED. NOTICE. Any notice sent pursuant to the Order or this

Agreement shall be sent by certified mail, return receipt requested, or by overnight mail to the

addresses on the Order or to such address as either party may in the future designate. A copy of any

notice to Supplier shall be also sent to (Address) together with a copy this Agreement. Notices shall be

effective upon receipt. ASSIGNMENT. Except as otherwise provided, the Order and this Agreement shall

be binding upon and inure to the benefit of the parties' successors and lawful assigns.
STATUS. Buyer

and Supplier are separate entities. Nothing in the Order or this Agreement shall be construed as creating

an employer-employee or joint venture relationship. COMPLIANCE WITH LAW. Each party shall comply

with all state, federal and local laws and regulations applicable to its performance hereunder.

GOVERNING LAW. The Order and this Agreement shall be governed by the laws of the (Nevada) , without

reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or relating to

the Order or these this Agreement shall be commenced in a federal court in (Nevada) or in state court in

the County of (Clark County, Nevada), and the appellate courts thereof, and each party hereto

irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or

proceeding. With respect to any litigation arising out of the Order or this Agreement, the parties

expressly waive any right they may have to a jury trial and agree that any such litigation shall be tried by

a judge without a jury and the prevailing party shall be entitled to recover its expenses, including

reasonable attorney's fees, from the other party. Force Majeure. Neither party shall be liable for any

failure to perform or delay in performance of this Agreement to the extent that any such failure arises

from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes,

lockouts, labor disruption, cyber or hostile network attacks, inability to obtain raw or finished materials,

inability to secure transport, or any cause beyond such party's commercially reasonable control.

SURVIVAL. In the event any provision of the Order or this Agreement is held by a tribunal of competent

jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will

remain in full force and effect. All sections herein relating to payment, ownership, confidentiality,

indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and

provisions which by their terms extend beyond the Term shall survive the termination of the Order and

this Agreement. Entire Agreement. The Order, this Agreement and the operative provisions of any

quotation issued by Supplier and any purchase order issued by Buyer, sets forth the entire agreement

and understanding among the parties as to the subject matter hereof, and merges and supersedes all

prior discussions, agreements, and understandings of every and any nature among them. No proposal,

purchase order, order confirmation, acceptance, or any other document provided by either Party to the

other, nor any electronic click-wrap, terms of use or similar online consent or acceptance language

accompanying or set forth as a prerequisite to any electronic interface or utility associated with any

Work, shall be deemed to amend the terms hereof and any such contradictory or additional terms shall

be ineffective. No party shall be bound by any condition, definition, warranty, or representations, other

than as expressly set forth or provided for in the Order or this Agreement, or as may be, on or

subsequent to the date hereof set forth in writing and signed by the party to be bound thereby. In the

event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement

and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall

control, unless the Parties have expressly provided in such Order that a specific provision in this

Agreement is amended, in which case this Agreement shall be so amended, but only with respect to

such Order. The Order or this Agreement may not be amended, supplemented, changed, or modified,

except by agreement in writing signed by the parties to be bound thereby.