



The Rest & Digest Ayurveda Retreat - Program Terms of Purchase

This Agreement sets forth the terms of purchase from Occidental Nutrition (Mary Sheila Gonnella), Talya's Kitchen (Talya Lutzker), and Ayurveda Every Day with Talya.

By placing your Order with Talya's Kitchen and Occidental Nutrition (the "Companies" or "Company(s)"), by clicking "accept," or by using the Services, you agree to be bound by this Agreement. If you do not agree with these terms, you should leave the Company(s) website or the applicable purchase page and discontinue use of the Services immediately.

In these terms and conditions, "We/us/our" means Talya's Kitchen and Occidental Nutrition. "You/your" means you as a user of the Website and/or Customer of the Program/Services/Retreat.

The Services. The Company(s) provides services, education and information designed to support health and wellness, incorporating principles of Ayurveda, a longstanding, traditional body of wisdom designed to help people stay vibrant and healthy. Program/Retreat content may be delivered as follows: via retreat exercises, in-person teachings, bodywork, nutrition assessments, email, on-line through the program website, forum, or membership site, audio files, videos, PDF downloads, self-study program materials, webinars, coaching, masterminding, live events, workshops, or as otherwise indicated on your Order form page. If your purchase includes an online Program or Membership site access, you will use a unique username and password that should only be used by you to access the Content. Sharing log-in information, call-in numbers, passwords, and protected links with non-members is prohibited and will result in removal from the program.

The Rest & Digest Ayurveda Retreat: The Rest & Digest Ayurveda Retreat is a 7-day, guided and supported, nutrition and body education retreat rooted in the Ayurvedic system of health and nutrition. It's delivered via a live, in-person, overseas retreat that includes in-person teachings based in modern nutrition, Ayurveda, and physiology, yoga classes, guided meditation, cooking classes, group coaching, various retreat exercises, and email. Retreat Tuition includes a travel-size wooden gua sha, custom abhyanga body oil, Rest & Digest Ayurvedic Evaluation, retreat booklet, pre-

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retreat virtual gathering, and exclusive access to our Rest & Digest Ayurveda teachings.

Payment. Payment is required before beginning the retreat, as indicated on your Order form, and may be a one-time fee, or a monthly or other recurring fee, as applicable. Please check the details of your Order form or Order page for the information specific to your program. You agree to pay the amount agreed and not to cancel this transaction with your bank or credit card company. The Company(s) is not responsible for any overdraft charges, over limit charges, or NSF fees charged by your bank or credit card company. Fees for Services may be pre-paid or by installment, as indicated on your Order form. Failure to make an installment payment will result in suspension or termination of the Services. The Company(s) do not guarantee any specific results from use of the Services. The Company(s) do not make any representations or warranties as to specific outcomes or results.

Refund Policy. Please review the refund policy for your respective program, retreat, or purchase below:

- **The Rest & Digest Ayurveda Retreat:** We have poured blood, sweat and tears into building this program for you. We're confident that by participating in this program you will learn how to practice healthful, Ayurvedic principles that will nourish your body and improve your health. We ask that you commit to participating in the entire program, practice the principles taught, ask clarifying questions when you get stuck, and lean in for support to experience the most benefit from the retreat. We also ask that you give your full commitment before you begin.
- **If circumstances make cancelling your retreat necessary,** you'll receive a refund less \$250 for cancellations up to January 31st, 2020. After January 31st, 2020, a 50% refund will be issued if space can be filled. **Please note, when cancelling, you must cancel separately with Mar de Jade,** as well as any airlines or related travel purchases. No refunds will be issued after March 6th, 2020.

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- **The Rest & Digest Ayurveda Retreat Related Products:** Retreat related products – such as gua sha, body oil, and more – may be mentioned or recommended throughout the Rest & Digest Ayurveda Retreat. No refunds are available for products. Please ensure that the product suits the purpose for which you desire to use it before purchasing.

Confidentiality & Non-Disclosure Agreement. You are free to speak, write and share about your own experiences from the Program, but you agree to keep all information shared by others confidential, including all information shared by others inside of the on-line community associated with the Program. This provision specifically applies to and includes content shared within the membership course, where applicable, and any private Facebook group, or similar forum if used. If you have any questions about the applicability of this provision, please contact us via email at info [at] talyaskitchen [dot] com.

Communications. The in-person and online community associated with the Program/Retreat is intended to be a supportive, respectful and positive community for all involved. Communicating disrespectfully to any other members of the group constitutes grounds for removal from the Program/Retreat and any associated online forum, which decision shall be in the sole discretion of the Company(s).

Term. This Agreement will be effective consistent with the term indicated on your Order form or Order page. Failure to pay for the Program or Services consistent with the program requirements will result in termination of the Program prior to the end of the applicable term, and your access to Program materials or ongoing Services will be discontinued. Additional fees may be accrued in the event you continue to access the Program website or continue to use the Services after any failure to pay for said services.

Reservation of Rights. Company(s) reserves the rights to remove you from the Program or Services for cause, whether a breach of this contract, an act of misfeasance against the Company(s), a representative of the company(s) or a participant of a group program, or other inappropriate action, which may include any action which causes a disturbance amongst the group, or otherwise negatively impacts the experience of others participating in any program offered by the Company(s). Such a

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determination shall be made solely by Company(s). You agree that your exclusive remedy in such a scenario will be the full refund of any amount paid to participate in the services or program.

Disclaimer. USE OF THE PROGRAM/RETREAT OR SERVICES COVERED BY THIS AGREEMENT AND ANY CONTENT PROVIDED THEREIN IS AT YOUR OWN RISK. The Company(s) and its employees, representatives and agents are not responsible for any physical or non-physical damages imagined, perceived, or otherwise sustained as a result of the use of the Program/Retreat or Services or any content provided as part of the Program/Retreat or Services.

The Services provided through the Program/Retreat are educational only, and you bear sole responsibility for the use and implementation of these services in your personal or professional life. You are free to reject any advice, suggestions or requests made during the Program/Retreat at any time. There are no guarantees as to the progress or outcomes that may result from the Services and you are responsible for the results you achieve. THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY(S) ARE NOT SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS, SERVICES OR PROGRAMS/RETREATS OFFERED HEREIN OR IN CONNECTION HERewith DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY DECISION, ACTION OR OUTCOME FOLLOWING THE PRESENTATION OF INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE.

Medical Disclaimer. THE INFORMATION, PROGRAMS/RETREAT, OR SERVICES CONTAINED HEREIN ARE NOT SUBSTITUTES FOR ANY PROFESSIONAL ADVICE OR TREATMENT, INCLUDING THE ADVICE AND TREATMENT OF A LICENSED HEALTH CARE PROFESSIONAL. You should consult your physician or other health care professional before starting this or any other fitness, nutrition, or health related program to determine if it is right for your needs. The information offered through this site is educational only and does not replace professional medical advice, diagnosis or treatment. If you have questions or situations requiring professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed physician, psychologist, or other

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health professional. Never disregard the medical advice of your doctor, psychologist or other health professional, or delay in seeking such advice because of the information offered or provided within or through the program, services or website.

Relationship. Nothing contained in this Agreement shall be interpreted or construed to create a joint venture, partnership, employment or agency relationship of any kind.

Modification. The Company(s) may modify this Agreement from time to time and without notice. You agree to be bound by the terms of this Agreement and any future modifications when such modifications are posted to the Company's website. You should review this Agreement regularly during the use of the Program or Services to keep apprised of any changes.

Assignment. No assignment of this Agreement is permitted, without prior written permission from the Company(s). Any attempt to do so shall constitute a default or violation of this Agreement, which shall be immediately void. The Company's rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by the Company(s).

Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

Governing Law. This Agreement and any action related thereto shall be governed by the laws of the State of California without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in federal and state courts sitting in Santa Cruz County, California.

Disputes. In the event that a dispute arises pursuant to this Agreement, either Party may submit a written demand to the other that the dispute be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Santa Cruz, California. The foregoing shall not prevent the Company(s) from seeking injunctive relief in a court of competent jurisdiction.

Force Majeure. If a party is prevented from fulfilling its obligations under this Agreement for one of the following reasons beyond the party's

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reasonable control, including due to a national environmental or military emergency, such as fire, flood, explosion, war, strike, embargo, government regulation, or civil or military authority, or acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "force majeure event"), the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that You will not be excused from payment of any sums of money owed by you to the Company(s); and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

Construction. This Agreement shall be construed fairly and not interpreted for or against either party. Any remedies available to the Company(s), including any set forth in this Agreement, are not exclusive and are in addition to any other rights or remedies available to it at law or in equity.

Binding Effect. This Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, their successors, heirs, representatives, and permitted assigns.

Damage Waiver. Under no circumstances whatsoever shall we be liable to you or anyone else for any direct, indirect, incidental, consequential, special, exemplary, punitive, or other damages under this Agreement, arising out of your participation in the Program/Retreat including due to the actions, statements or behavior of any third parties or participants of the Program/Retreat. This provision applies even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, the Company's liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to the Company(s) for the services during the term of the Program/Retreat or membership.

Intellectual Property. All materials provided to you as part of your Program/Retreat or Services which are the subject of this Agreement are proprietary and may not be duplicated, copied, reproduced, published or displayed in any form without the prior express written permission of the Company(s).

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You may not re-use, perform, modify, transmit, re-post or use in any way the content or any derivative works thereof, without the prior express written permission of the Company(s). All trademarks, logos, and service marks displayed on any materials provided as part of your Program/Retreat or Services under this Agreement are protected by US and International copyright and Intellectual Property laws. Access to any materials or content online or otherwise as part of the Program/Retreat or Services subject to this Agreement should not be construed as granting any license or right to duplicate said content, including trademarks, logos and service marks of the Company(s) or any third-party.

To be clear, you may only view or utilize the Program/Retreat or Services for your own personal, non-commercial use.

Terms of Use Agreement. You agree to the terms and conditions of the Terms of Use Agreement found at www.talyaskitchen.com.

Privacy. You agree to the terms and conditions of the Privacy Policy found at www.talyaskitchen.com. If you attend any Company(s) live event, you agree that any third-party vendor involved in the event [ticket sales, event facility registration, etc] may share your personal identifying information with the Company(s) to allow us to serve you and other event attendees with the proper products and services, in accordance with our posted Privacy Policy.

Waiver. The waiver by either party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

Severability. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

Indemnity. You agree to indemnify, defend and hold harmless the Company(s), its subsidiaries, affiliates, and their officers, managers,

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employees, agents, attorneys, employees, representatives or assigns from any claims, liability, damages, losses, harm, costs and expenses, including legal fees and expenses or any other detriment incurred by You in any claims arising out of this Agreement, your use of the Services, any breach of this Agreement, including breach of your representations and warranties set forth above, or if any content that you post or publish while using the Services causes the Company(s) to be liable to a third party.

Voidability. This Agreement cannot be voided by not logging in to the Member or Program/Retreat website, where applicable, by not accessing or using the Services as delivered, by not attending the Program/Retreat, or in any other way attempting to avoid viewing or taking delivery of the Program/Retreat or Services as outlined. These actions will not void your Agreement or permit you the right to a refund.

Entire Agreement. This Agreement represents the entire understanding and agreement of the parties relating to the Program/Retreat or Services purchased, and any and all prior agreements, understandings, and representations, whether express or implied, written or oral, regarding the Program/Retreat or Services, are of no further force and effect. In order to participate in certain portions of the Program/Retreat or Services, you may be notified that you may be required to agree to additional terms and conditions as the Program/Retreat is revised over time. You may receive a copy of this Agreement at any time by emailing the Company(s) at info [at] talyaskitchen [dot] com and requesting a copy of your "Program/Retreat Terms of Purchase."

Contact. If you have any questions regarding this Agreement or any aspect of our services, please contact the Company at info [at] talyaskitchen [dot] com.

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