

The following constitutes the Agreement between the enrolled Student, hereinafter referred to as the "Student", and Guha Soulworks LLC, hereinafter referred to as the "Provider". Purchasing any online course, program, training, membership or coaching session in Yogic Mystery School or School of Mantra through any of our websites (russillpaul.us, russillpaul.net, russillpaul.com, schoolofmantra.com) constitutes your reading, understanding and acceptance of the following:

1. **PURPOSE:** The Student understands and accepts that the purpose of any course, program, training, coaching or membership program is solely for self-education through which the Student desires to study Mantra, Meditation, Tantra, Music, Spirituality, or Yogic Methods, from a spiritual perspective, and as specifically taught and presented by Russill Paul, the Provider's Instructor, hereinafter referred to as the "Instructor".

2. **CONFIDENTIALITY:** Student attests to be 21 years of age (or older), legally and mentally capable of entering into this Agreement, and warrants that he or she is entering into this study relationship solely on behalf of himself or herself, and agrees not to share any of the provided information with others, such as, confidentiality of passwords, and other data (including web support URLs), services, information, resources, packages and discussion board content which are the exclusive, proprietary and copyrighted property of the Provider/Instructor, and that he or she will maintain the confidentiality of all proprietary information provided regardless of cancellation or termination of study at any point.

3. **STUDENT RESPONSIBILITY:** Student agrees to stay alert for all communications, including amendments to this Agreement that may be communicated via email, posted on the Student's support webpages, or updated on the Provider's website. Passwords and Support URLs are subject to change at any time. Student agrees to stay up-to-date with all directives, updates and enhancements to the program's curriculum by monitoring and responding to email alerts, checking the program's web-pages and bulletin boards, and reviewing all updates in a timely manner. Student is responsible for all online posting that occurs under the Student's discussion board membership and its posted guidelines. Student agrees not to use Provider's online discussion boards, forums, or comment boxes as a platform for personal therapy, self-promotional purposes, or to post information on any third-party programs or websites.

4. **TECHNICAL COMPONENTS:** Provider will not require the Student to purchase any software for any module. However, Student is responsible for keeping his or her web browser up to date and agrees that the Instructor/Provider will not provide any personal computer or technical assistance whatsoever with the exception of accessing the support URL for the program. Student understands and accepts that the various websites and servers associated with the program may sometimes experience technical difficulties, servicing, or undergoing Provider updates which may make support temporarily unavailable during those times. In the case of audio and video postings, Provider will make every effort to keep file sizes small and efficient; however, Student understands that playback speed is relative to the speed of his or her internet connection and personal computer specifics and that a broadband internet connection is ideal to view program content. Provider: Guha Soulworks LLC, 9311 N FM 620 #27, Austin, Texas 78726 dba Yogic Mystery School and School of Mantra Yogic Mystery School™ Student Agreement School of Mantra

5. **CONTENT AND FULFILLMENT:** All content is electronically delivered via email and through the Provider's exclusive webpages and websites. It is the Student's responsibility to check the provided password protected URL for updates as well as ensure that the Provider's emails clear any email filter and arrive in the Student's inbox. Student understand that unsubscribing from the Provider's email lists, in whole or in part, prohibits the Provider from fulfilling any and all obligations for all programs, including those that Student has paid for, and Student agrees to go through a formal email list reinstatement to resume delivery and fulfillment. Student

accepts that the Provider is not responsible for time, support or content lost as a result. Student agrees to notify Provider in a timely fashion if he or she is not receiving program updates so that Provider can rectify the situation. Once the agreed upon time period for a program, training, course, membership or coaching is completed, the Provider will have no further obligation to fulfill any requirement.

6. **ADDITIONAL SUPPORT:** If the Student should require extra assistance other than what is provided through the program's described functions, or if support is required outside of the program season, Student agrees to schedule one-on-one private consultations with the Instructor by phone (and via Skype or Zoom for students based outside the USA and Canada) that is to be arranged for a separate fee and based on Instructor's availability and by following the instructions and procedures detailed on the program's support pages. Additional support is offered through Private One-on-One Coaching and is optional.

7. **COPYRIGHT:** Student's relationship with Provider allows the Student the use of all proprietary content solely and exclusively for the purpose of one's own self-education. Student agrees not to copy, transfer, sell, convey, use, resell or sublicense any of the provided data, information or services in any medium, form, manner, or format whatsoever, for any purpose other than one's own self-study. Unauthorized reproduction, reformatting, publication, distribution or dissemination associated with any service or product provided or made available to any third party through the World Wide Web, or by inclusion or in combination with any other service or product of any kind; or by extracting, selecting or drawing out any data element for any use whatsoever, other than that which is explicitly specified in this Agreement, will constitute an infringement of copyright laws and a violation of the terms and conditions outlined in this Agreement. Regardless of where in the world the Student resides, he or she hereby accepts to abide by all USA and international laws governing Copyright and end user licenses, using the services and content provided only for the purpose of one's own self study.

8. **PERSONAL RESPONSIBILITY:** Student agrees at all times to indemnify and hold harmless the Provider, the Provider's Instructor, and the Provider's Administrator, for any personal injury or damages of any kind whatsoever resulting from any applications from any part of this program. Student understands and accepts that the Instructor is not a physician, psychotherapist, healer, or health care practitioner of any kind and cannot be expected to offer any kind of advice or cautions for any mental or physical health condition whatsoever. Student accepts to undertake any and all practices presented in the program solely at his or her own risk, and accepts full responsibility for any and all Provider: Guha Soulworks LLC, 9311 N FM 620 #27, Austin, Texas 78726 dba Yogic Mystery School and School of Mantra Yogic Mystery School TM Student Agreement School of Mantra effects that may trigger any health condition, either pre-existent, or developed during the period of study, or after the completion of a program, training or coaching.

9. **PAYMENT:** Student agrees to pay for all products and services in a timely manner. Lack of payment or lack of communication around payments due will constitute grounds for cancellation or termination of services in which case the Provider reserves the right to withhold either services or resources or both that may be due to the Student.

10. **CANCELLATION POLICY:** Student may discontinue the study process at any time. Once a cancellation is in effect, the Student will cease to have access to any online content, downloads, support or services. In the event of cancellation, the following guidelines will apply. Unless explicitly stated in the product description at the time of purchase that a particular product or service includes a money-back guarantee, Provider retains the sole discretionary right to refuse a refund or offer a partial refund. Some products and services have absolutely no refunds whatsoever unless stated otherwise. Factors taken into consideration may include but are not limited to the date when the Student cancels, manner in which the Student

conducts themselves, content and services provided to Student regardless of whether or not the Student has made use of it. If special discounts were given at the time of purchasing a course, program, training, membership, or special package, Provider reserves the right to deduct regular cost of the programs and services featured in the package when processing refunds, including any bonus content, special content, special services, etcetera that might have been offered prior to the cancellation, regardless of whether or not the Student availed these offerings. Once cancellations are in effect, all support services offered to the Student by the Instructor/Provider will cease and Student accepts not to compromise any intellectual content, passwords, URLs or proprietary information that will constitute a violation of this Agreement.

11 PAYPAL AND STRIPE WITHHOLDING: Whenever a purchase is made on any of our websites, PayPal and Stripe, the gateways we use to accept payments, charges a transaction fee in addition to other fees. Both companies, PayPal and Stripe, have declared that any refunds made through them after a purchase is complete, will include the original transaction fee. Therefore, in situations where the Provider may discern upon its sole discretion to provide a student with either a full or partial refund, and process it accordingly, the Student understands and accepts that PayPal and Stripe will withhold the original transaction fee on the payment for that product or service. The Student understands and accepts, therefore, that even when the Provider processes a refund in full on behalf of the Student through PayPal or Stripe, this transaction fee withheld by PayPal or Stripe will be reflected in the refund.

12. TERMINATION POLICY: Instructor and/or Provider may terminate the Student's relationship with the program in the event of abuse of any kind or if determining that the Student is abusive, disruptive to the program and its objectives or to the well-being of the Provider, Instructor, Administrator, and/or other students, or if determining that there is a lack of compatibility between the Student and the program's objectives and methodology, or a lack of compatibility between the Student and the Instructor/Provider, or from the failure to pay for content or services in a timely manner. In the event of termination, Provider retains the sole discretionary right to apply the cancellation policy, including refusing a refund. Once terminated from the program, all relationship between the Student and the Instructor/Provider regarding all features of the program will cease to exist. However, Student accepts not to compromise any intellectual content, passwords, URLs or proprietary information that will constitute a violation of this Agreement.

13. As part of the Student's participation in any of the Provider's programs, courses, services, trainings and memberships, Student agrees that the Provider and the Provider's Instructor may audio or video record, capture the Student's image and likeness, photograph, or otherwise voice, images, discussions and statements made online through message boards, webinars, or live interactions, and hereby assign to the Provider: Guha Soulworks LLC, 9311 N FM 620 #27, Austin, Texas 78726 dba Yogic Mystery School and School of Mantra Yogic Mystery School™ Student Agreement School of Mantra Provider and the Provider's Instructor all rights and title to have and to use, royalty free, any portion of the Student's participation, for informational purposes, training purposes, advertising and marketing purposes, documentary purposes, or any other related purposes for the Provider's business.

14: PROGRAMS, MEMBERSHIPS AND EXTENSIONS: Student accepts that programs and memberships are for a specific time periods and include only those programs, courses, services, trainings and benefits mentioned in the description of the product and service at the time of purchase. Student accepts that it is up to him or her to make use of the various offerings provided during the program or membership period for the pricing provided at time of purchase. Regardless of reasons, Student accepts that any of the programs, courses or special content, if not availed by the Student during the period of the program or membership cannot be taken again at another time or exchanged for similar courses or special content. This

includes private phone consultations if included in a program or membership. Cancellations of programs/ memberships voids the private phone consultation. If cancellations occur prior to the ending of a program/ membership period, Provider retains the right to apply the cancellation policy described in this Agreement. In the event Student needs more time on a particular program, beyond what is included in the purchased subscription or composite access fee, Student agrees to a monthly extension fee based on 50% of the regular monthly subscription fee for that program. In certain instances, Student may have to wait if the program is undergoing construction. At other time, Student accepts that the amended or altered version of the program may not be the same as when the Student registered for it, that the description and content might be changed or altered, and that not all tutorials may be available in the current version.

15. IMAGE, VOICE, AND COMMENTS: Student accepts that comments posted on the program's interface is subject to deletion and that comments once posted remain part of the program and are visible to other students who encounter that lesson. Student can request for a particular comment they posted to be removed if he or she is unable to remove that comment by himself or herself. Student accepts that group sessions include audio, video, and/or chat which will include his or her image, voice and comments. These group sessions are archived and loaded up into the program interface for replay. Student accepts that if she or he does not want his or her image and voice and likeness to be represented, that he or she will not attend any group sessions offered in support of any of the programs for which he or she has enrolled.

16. AMENDMENTS AND OTHER TERMS: Provider reserves the right to make amendments to this Agreement at any time by updating the Provider's website. You are bound by any such revisions and should therefore periodically visit this Student Agreement page to review our current Student Agreement. To the extent applicable, your use of the Provider's website and its services is also governed by the Terms of Use, which can be found at russillpaul.us/pages/terms. Further, to the extent applicable, our collection and use of your personal information, such as your name, mailing address, and email address, is governed by our Privacy Policy, which can be found at russillpaul.us/pages/privacy-policy.

17. LIMITATION, ARBITRATION, LITIGATION: Although the Provider sees no reason for any disagreement that requires resorting to any type of legal action, in the unfortunate event of litigation, Student agrees to be liable for any attorney fees incurred by the Provider in the event that the Provider prevails in any legal action taken by or against the Provider and its members arising out of the breach of this Agreement. Student agrees that if any provision of this Agreement is held unenforceable, all remaining provisions of this Agreement shall remain in full effect and that the period for bringing any and all legal action by the Student is limited to thirty days after the completion, cancellation, or termination of a program, membership or service for which the issue is relevant. Failure to take such an action within this period shall forever bar any such legal action. Regardless of the Student's place of residence, the Student agrees to mediation and/or arbitration prior to filing any lawsuit and the venue for any and all legal action including mediation and/or arbitration will be conducted in Travis County, Texas, USA or in the County of the Provider's new place of business in the event the Provider moves business location.

Last updated Oct 20, 2021.