

# Terms of Service

**Effective Date:** \_\_\_\_\_

## 1. Introduction and acceptance

**Introduction:** These Terms of Service (“**Terms**”) describe the terms, conditions, and rules by which The Healing Path (“**we**” or “**us**” or “**our**”) provides our holistic wellness services, including any digital content, materials, videos, and articles available on the website (our “**Services**”) at our center and our website

**Your acceptance:** By accessing and using our website and Services, you agree to be bound by these Terms. If you do not agree to these Terms, you should refrain from accessing our website and/or using our Services.

**Privacy and confidentiality:** Your use of our Services requires that you provide us with certain information, including your name, email address, payment method, and the like. The collection and use of this information are described in our Privacy Policy. By your submission of this information when you use our Services, you also agree to our [Privacy Policy](#).

**Additional terms:** Some of our Services may require you to agree to additional terms and conditions, which shall be presented to you before you use such Services. Such additional terms and conditions (if applicable) shall be in addition to these Terms, and you shall agree to them as you agree to these Terms. However, if any portion of the additional terms and conditions conflict with these Terms, the additional terms and conditions shall prevail.

## 2. Our Services

**Services:** We offer holistic wellness services, including yoga, acupuncture, reiki/crystal, massage, energy healing, sound healing, shamanic journey, meditation, and those advertised on our website.

**Risk assumption:** Some of our Services may involve physical activities, including yoga, acupuncture, and meditation. You understand that these Services may contain certain discomfort or injurious risks. By engaging in these Services, you assume full responsibility for any risks associated with them, and you release us of any liabilities.

**Changes:** We reserve the right to modify, change, suspend, or discontinue any of our Services at any time without notice or liability.

### 3. Medical disclaimer

Any article or information we provide on our website is for informational purposes only. No material on the website should be construed or implied to serve as therapeutic or medical advice, treatment, or diagnosis. You should not rely on any material as a measure of your health or to diagnose or treat any diseases or illnesses.

If you have any medical condition, please contact your personal physician or medical practitioner, as The Healing Path does not provide professional medical advice.

### 4. Your use of our Services

**Eligibility:** To access and use our Services, we require you to be at least 18 years of age and able to be bound by these Terms. By using our Services, you warrant that you are at least 18 years of age.

**Accuracy of information:** To book an appointment, we do not require you to create an account. However, you must submit accurate information when booking your appointment to enable us to identify you.

**Prohibited activities:** You agree not to engage in the following prohibited activities while using our website:

- Violating any applicable laws or regulations;
- Interfering with or disrupting the integrity or performance of our website or Services;
- Attempting to gain unauthorized access to our systems or networks;
- Engaging in any fraudulent, deceptive, or misleading activities;
- Transmitting or distributing viruses, malware, or other harmful computer code; or
- Impersonating any person or entity or misrepresenting your affiliation with any person or entity.

### 5. Your submissions

We appreciate any reviews, feedback, suggestions, or ideas you provide regarding our Services ("**Submissions**"). You agree that we have the right to use, modify, and incorporate any Submission on our website without any compensation to you. You warrant that your Submission does not infringe upon any third-party rights.

### 6. Payment terms and refunds

**Prices and taxes:** The prices of our Services are listed on our website and may be adjusted at any time. Our prices are listed in US dollars without any applicable fees or taxes.

**Payment:** Except for certain circumstances, payments for our Services shall be made before we provide them. You shall be required to submit payment method information to allow our third-party payment processor to charge your fees via their secure servers. By submitting your payment method information, you authorize us (through our payment processor) to charge the applicable fees, and you warrant that there are sufficient funds to cover the fees. You further warrant that you have the authority to use the selected payment method.

**Refund policy:** We do not offer refunds for our Services except in certain cases at our discretion.

## 7. Our IP rights

**IP rights:** All the content on our website, including without limitation, the text, images, videos, articles, blogs, materials, design, and logo, are licensed to The Healing Path and respective third parties, and they are protected by intellectual property laws.

**License grant:** Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use our website and content for personal and non-commercial use.

**Prohibited uses:** The license granted herein does not allow you to copy, modify, reproduce, distribute, or publicly perform or display any content without written permission from us.

**Trademarks:** All our logos, website design, service marks, trademarks, and trade names displayed on our website are our property and other respective third parties. You may not use them, including in conjunction with any other product or service, without written permission from us or the respective owners.

## 8. Electronic communications

When you access our website and depending on the Service you use, we may engage with you via electronic means, including email, phone, and our documents. By using our website or engaging in our Services, you consent to receive electronic communications from us. And you agree that any communication we discharge electronically shall satisfy any legal requirements.

## 9. Disclaimers

The Healing Path aims to support your overall well-being with our Services. However, you are responsible for your own actions, choices, and decisions as they play a significant role in the result. The Healing Path does not take responsibility for any injuries, adverse effects, or damages that you may suffer as a result of your use of our Services or any information obtained through our website. You are responsible for evaluating if a Service is suitable for your needs or circumstances.

Also, results may vary by individuals, and this may be influenced by factors such as dedication, commitment, and personal circumstances.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. WE PROVIDE OUR SERVICES ON "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND – WHETHER EXPRESS OR IMPLIED – INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE DO NOT GUARANTEE THE (I) ACCURACY, RELIABILITY, OR COMPLETENESS OF OUR SERVICES AND OUR CONTENT; (II) SECURITY AND ERROR-FREE STATUS OF OUR WEBSITE FROM HARMFUL COMPONENTS, INCLUDING VIRUSES, MALWARE, WORMS, AND OTHER CODE; (III) AVAILABILITY OF OUR SERVICES AT ALL TIMES; (IV) ABSOLUTE PROTECTION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION FROM UNAUTHORIZED ACCESS AND USE.

## **10.Liability limitation**

THE HEALING PATH (INCLUDING ANY AFFILIATES, CONTRACTORS, EMPLOYEES, AGENCTS, OR LICENSORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES THAT MAY OCCUR – INCLUDING LOSS OF REVENUE, LOSS OF INTEGRUTY, INJURY, OR ANY INTANGIBLE DAMAGES ARISING IN CONNECTION WITH OUR SERVICES – EVEN IF WE HAVE BEEN HINTED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

IF WE ARE FOUND TO BE LIABLE FOR ANY DAMAGES WHATSOEVER BY ANY APPLICABLE COURT OR LAW, YOU AGREE THAT OUR MAXIMUM LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID TO US FOR OUR SERVICES IN THE PAST 3 MONTHS BEFORE THE CLAIM OR A SUM OF \$100 (WHICHEVER IS GREATER).

## **11.Indemnity**

You agree to indemnify, defend, and hold The Healing Path (including affiliates, contractors, employees, agents, and licensors) harmless from any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising out of or related to your use of our website or Services or violation of these Terms or any applicable laws.

## **12. Governing law and Jurisdiction**

**Governing law:** These Terms, including any disputes or disagreements arising out of or relating to your use of our Services, shall be governed by and construed in accordance with the laws of the State of Missouri, United States, without regard to its conflict of laws principles.

**Jurisdiction:** Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the State or Federal courts located in the City of St. Louis, Missouri. You hereby consent to the personal jurisdiction of such courts and waive any objection to the convenience or propriety of venue in such courts.

## **13. Modifications**

We reserve the right to modify these Terms at any time without prior notice or liability. Any modifications to these Terms shall be effective immediately after we update the Effective Date at the top of these Terms. You shall be responsible for periodically reviewing these Terms before using our Services to be aware of changes. Your continued use of our Services after we modify these Terms shall confirm your agreement with the modified portions.

## **14. Third-Party Links**

Our website may contain links to third-party websites or resources that are not owned or controlled by The Healing Path. We are not responsible for the services and content of third-party websites or resources. The inclusion of any links does not imply an endorsement or association with the linked service or website. You acknowledge and agree that we shall not be liable, directly or indirectly, for any damage or loss caused by your access to any third-party service from our website. Please, review the terms and policies of third-party services before you use their services.

## **15. Entire agreement**

These Terms constitute the entire agreement between you and The Healing Path regarding your use of our website and Services. These Terms supersede any prior or contemporaneous agreements, communications, or understandings, whether oral or written.

## **16. Severability**

If any provision of these Terms is found to be unenforceable or invalid, it shall be severable and shall not affect the enforceability and validity of the remaining provisions.

## **17. Waiver**

If we fail or delay to enforce any provision of these Terms, it shall not be considered a waiver of such provision or any other provision. The waiver of any right or provision shall only be effective if it is in writing and signed by our authorized representative.

## **18. Force majeure**

The Healing Path shall not be liable to you or any third party for any failure or delay in the performance of our obligations under these Terms due to events beyond our reasonable control, including but not limited to governmental actions, natural disasters, acts of terrorism, wars, or any other event that is beyond our control.

## **19. Contact Us**

If you have any questions, concerns, or comments regarding these Terms, you may get in touch with us at [kimorphan@reikicrystals.net](mailto:kimorphan@reikicrystals.net) or use the "Contact Us" section of our website.