

## TERMS AND CONDITIONS

BY VISITING THE MIRABAI DEVI WEBSITE, YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS.

## OVERVIEW

Mirabai Devi, Mirabai Devi, LLC (“Company,” “Mirabai Devi”, “we,” or “us”) welcomes all users and conditions your acceptance of these terms and conditions to govern your access to and use of MirabaiDevi.org, MirabaiDeviFoundation.org, MirabaiLightworkers.org and APowerofLove.com, including any content, functionality and services offered on or through MirabaiDevi.org, MirabaiDeviFoundation.org, MirabaiLightworkers.org, and APowerofLove.com (the Site“), whether as a guest or a registered user.

## SITE USE

Information provided on the Site and related to our services, including but not limited to light transmission, lightwork for recovery and wellbeing, energy healing, spiritual coaching (the “Service”or “Services”) is subject to change. Company makes no representation or warranty that the information provided is accurate.

In order to use the Site and Service, you may be required to provide information about yourself including your name, email address, and other personal information. You agree that any registration information you give to Company will always be accurate, correct and up to date. You shall only be allowed to provide your own personal information and not the information of others.

You may use the Site and Service for lawful purposes only. You shall not post on the Site anything that is false, defamatory, misrepresenting, or would interfere with or restrict any other user from using the Site. This includes, but is not limited to, posting anything unlawful, obscene, libelous, indecent, invasive of privacy, or anything that would cause the potential for civil liability or criminal charges.

Failure to comply with the terms and conditions listed here may cause you to be removed from the Site.

## INTELLECTUAL PROPERTY

The Site and Service contain intellectual property owned by Company, including, without limitation, trademarks, copyrights, proprietary information and other intellectual property as well as the Company name, logo, all designs, text, graphics, other files, and the selection and arrangement thereof. You may not use in any format whatsoever any of the Site or Service content or intellectual property, in whole or in part without our prior written consent. Any copyright infringement will result in legal action taken on behalf of the Company.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL COMPANY OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATES, OR OTHERWISE BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICE, INCLUDING BUT NOT LIMITED TO NEGLIGENCE. ADDITIONALLY, COMPANY IS NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL COMPANY'S CUMULATIVE LIABILITY TO YOU EXCEED \$100.

## THIRD PARTIES

The Site and the Service may contain links to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the information or services of these third party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with Company. Unless otherwise stated, these Terms and Conditions only cover the use of this Site. Any other link will be covered by the terms and conditions of that specific site. You acknowledge and accept that we are not responsible for the terms or practices of third parties. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## INDEMNIFICATION

You shall indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, as well as third party claims and causes of action, including, without limitation, attorneys' fees, resulting from your violation of these Terms and Conditions, or any use by you of the Site or Service. You shall bear the sole financial burden in connection with any such defense, including, without limitation, providing us with such information, documentation and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

## JURISDICTION AND GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of the State of California, without regard to the choice of law provisions, and you hereby submit to the exclusive jurisdiction of the courts of the State of California. Thus, you agree and acknowledge that your use of any and all Services, the Program and the Site shall be deemed to have occurred and taken place solely in the State of California.

## ARBITRATION; VENUE

Any claim, dispute, or controversy whether in contract, tort, pursuant to statute or regulation or otherwise, whether pre-existing, present or future, arising out of or relating to this Agreement will be referred to and determined by arbitration to the exclusion of the courts. You agree to waive any right you may have to commence or participate in any class action against us related to any claim and, where applicable, you also agree to opt out of any class action proceeding against us. Should you believe that you have a claim, you must give written notice to the Company of your intention to arbitrate, and similarly, the Company will do the same with you. The arbitration shall be pursuant to the laws and rules relating to commercial arbitration in the State of California. The exclusive venue for any arbitration or court proceeding based on or arising out of this Agreement shall be \_\_\_\_\_ and any such award shall be binding on the parties. The prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

## MISCELLANEOUS

Should any provision of these Terms and Conditions be or become invalid, illegal, or unenforceable under applicable law, the other provisions shall not be affected and shall remain in full force and effect. These Terms and Conditions bind and inure to the benefit of the parties' successors and assigns. These Terms and Conditions are not assignable; any transfer, assignment or delegation by you is invalid.

These Terms and Conditions constitute the entire agreement between the parties with respect to its relationship and supersede all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. No waiver of any of the provisions shall bind either party unless set forth in a writing specifying such waiver, consent or amendment signed by both parties. The headings of these Terms and Conditions are provided for convenience only and shall not affect its construction or interpretation.

By using the Site, you agree to these Terms and Conditions, without modification, and acknowledge reading them. We reserve the right to change these Terms and Conditions or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms and Conditions on this Site. By continuing to use the Site after we post any such changes means you accept the new Terms and Conditions with the modifications.

## CHILDREN

To access or use the Site, you must be 18 years or older and have the requisite power and authority to enter into these Terms and Conditions.

## LIMITATION OF WARRANTIES

The information on this Site is nonmedical in nature and constitutes complementary and alternative health care and treatments (“Complementary and Alternative Health Care and Treatments” or “Information”) and is provided “as is” without any representations or warranties, express or implied. We make no representations or warranties in relation to the Information on this Site.

Without prejudice to the generality of the foregoing paragraph, we do not warrant that:

- the Complementary and Alternative Health Care Information on this Site will be constantly available, or available at all; and/or
- the Complementary and Alternative Health Care Information on this Site is complete, true, accurate, up-to-date, or non-misleading.

## PROFESSIONAL ASSISTANCE

You must not rely on the information on this Site as an alternative to medical advice from your doctor or other professional healthcare provider.

If you have any specific questions about any medical matter, you should consult your doctor or other professional healthcare provider.

If you think you may be suffering from any medical condition, you should seek immediate medical attention.

You should never delay seeking medical advice, disregard medical advice, or discontinue medical treatment because of information on this Site.

## NO ADVICE ON SITE

This website contains general information about Complementary and Alternative Health Care and Treatments. The information is not personal advice and should not be treated as such.

## SITE CONTENT

Site content may not be used or reproduced without our written consent.

## SERVICES

Mirabai Devi is an international spiritual teacher, conduit for healing and author. Her mission is that of raising world consciousness through the awakening and healing of humanity. Mirabai Devi has journeyed to India and throughout the West, studying with teachers from varied

spiritual traditions. Her work is non-denominational, incorporating all the knowledge she has received and that which she has experienced directly. Mirabai's programs include spiritual teachings, guided meditation, energy and light healing, devotional singing and the transmission of the Divine Light, called Darshan. She encourages all who come to focus on the light of God within in order to directly experience their own divine nature.

#### SERVICES DISCLAIMER

Services are Complementary and Alternative Health Care Services and do not constitute medical advice or practice. By booking or participating in a session with Mirabai Devi, you understand that while her Services, including but not limited to light transmission and energy healing, are intended to support positive changes for recipients which can lead to profound healing and transformation, none of the Services guarantee any specific results or cures. You agree to consult your doctor and/or a licensed health care professional for any physical or psychological ailment you may have and take full responsibility for your personal safety and wellbeing. You understand that Mirabai Devi does not diagnose conditions nor perform medical treatment, prescribe substances, or interfere with the treatment of a licensed medical professional. You hereby release Mirabai Devi of any outcomes resulting from Services received or suggestions followed. Nothing in this medical disclaimer will limit any of our liabilities in any way that is not permitted under applicable law or exclude any of our liabilities that may not be excluded under applicable law.