



SERVICE AGREEMENT

Welcome!

Why You're Reading this Document

The following Service Agreement (the "**Agreement**") will clearly communicate my expectations in working together. Please raise any questions you have before signing to make sure we are on the same page moving forward. Let's do this!

In exchange for agreeing to work together with P.S. I'm Ella in the **Kundalini Temple**, you agree to be bound by the following conditions.

Contractual Terms

1. **Parties.** This Agreement is made between P.S. I'm Ella, a Sole Proprietorship based in the Province of Quebec ("**P.S. I'm Ella**", "**I**", "**me**", and "**my**") and you, the undersigned (electronically or by hand) or person who has clicked "I Agree" to this Agreement ("**you**" and "**your**").
2. **My Commitment to You.** I promise to provide you with the following services: Coaching, Teaching & Kundalini work,, as outlined in Schedule "A" Services (the "**Services**"). Here is what you can expect from me:
 - 2.1. I will provide the trainings,practices & resources on the topics included in the program.
 - 2.2. I will facilitate energetic activations & spaceholding to support your Kundalini awakening process.
3. **What I Expect of You.** Just as you are investing in me, I am also investing time and energy in you. For you to gain the most from the our practice together and the Services, here is what I expect of you:
 - 3.1. **Time Integrity.** Time integrity and keeping your word is important. Please arrive on time, honor the length of the Services and the cancellation policy detailed in section 6 below.
 - 3.2. **Respect.** You are expected to be respectful of myself & others in the program, and you agree to participate in an inclusive & anti-racist community.
 - 3.3. **Ownership.** You are responsible for your own physical, mental and emotional well-being and actions during the course of the Services.
 - 3.4. **Commitment.** I expect you to be committed to the Services. You are fully responsible for the choices you make as a result of taking this program & the ensuing results generated.
 - 3.5. **Communication.** You are responsible for reaching out for support if you have any questions.



4. **Term and Termination.** The term of this Agreement will begin on the date of execution by both parties and will continue for the duration of the Services as agreed upon between you and P.S. I'm Ella (the "**Term**").
 - 4.1. The Agreement may be terminated by either party at any time by providing 14 days advance written notice to the other party (email is fine). However, if you terminate the Agreement before the Term is complete, you will be obligated to make all payments as outlined in Schedule "A" Services.
 - 4.2. P.S. I'm Ella reserves the right to terminate this Agreement immediately if you violate any of the expectations outlined in section 3 above and you will not be entitled to any refunds or any continued working relationship with P.S. I'm Ella.
5. **Payment.** Payment details and cost for the Services are outlined in Schedule "A" Services. All prices listed are in USD. Additional taxes and fees may apply.
6. **Cancellations and Refunds.** Integrity and keeping your word are the cornerstones of all success. With that in mind, this is how I've drafted my cancellation and refund policy:
 - 6.1. **Refunds.** All sales are final. We do not provide any refunds.
 - 6.2. **Cancellation / Reschedule Policy.** Please give 24 hours' notice if you have to cancel or reschedule, provided it is in the timeframe of this Agreement. If you give less than 24 hours' notice of cancellation, your appointment will not be rescheduled.
7. **No Guarantees.** P.S. I'm Ella cannot guarantee the success of the Services. I promise to provide you with the opportunity and support to see you grow, but the success of the Services ultimately depends on you. As such, no guarantees can be made for any particular outcome from my Services.
8. **Ownership of Materials.** All the content that I have provided to you, including but not limited to videos, documents and PDFs, are for your use only and are not to be re-distributed or re-used.
9. **Media Release.** By participating in the Services at P.S. I'm Ella, you agree to grant me the irrevocable right to use your image, likeness, photos, video content, audio recordings captured of you on the premises or that you share with me online (via your own or others posting of you) as part of my online streaming, marketing and sales throughout the world and in perpetuity. You also release P.S. I'm Ella from all claims you may have relating to such use. Please let me know if you ever want me to stop using an image of you.
10. **Waiver.** Before the Services can begin, you must sign my Waiver Agreement form. Please read it and make sure you understand it. You need to sign that form as well as this Agreement so that I can be absolutely sure you understand and agree to it.



11. Standard Legal Things. Choice of Laws and Venue. This Agreement will be governed exclusively by the laws of the Province of Quebec. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Quebec. **Severability.** If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and replaces any prior agreements. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you. **Notice.** For the purpose of this Agreement, email will suffice for written notice when required as set out above. **Headings.** The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Counterparts.** This agreement may be signed by any number of counterparts, each of which is an original, and all of which taken together constitute one single document. **Online Agreement.** I agree that this Agreement may be signed electronically or agreed to by having **You click "I Agree," the effect of which will be the same as if I signed this Agreement by hand and the intention of which is that both parties desire to be bound by all the terms of this Agreement.**

Made it. Excited to do great things!



SCHEDULE "A" SERVICES

Kundalini Temple

Cost	<hr/> \$99/ month (unless purchased during a promotional special period)
Duration	<hr/> 6 months
Other Details	<hr/>



Waiver of Liability

The purpose of this release and waiver (the “Waiver”) is to openly communicate the risks associated with **Kundalini Codes Activation Journeys & Kundalini Codes Yoga & Embodiment Experiences** and have you release P.S. I'm Ella of any liability. Please be aware that if you do not sign this Waiver and agree to its terms, you will not be able to benefit from the **Kundalini Codes Activation Journeys & Kundalini Codes Yoga & Embodiment Experiences** services.

You must be at least 18 years old to participate, without exceptions. In addition, Kundalini Codes Activation Journeys are not fit for anyone who suffers from severe post-traumatic stress syndrome (PTSD), bipolar episodes, mental instability, severe anxiety attacks, a history of mania, delusion, or psychosis, or any other severe mental, emotional, or personality disorders. If you suffer or have suffered from any of the above mentioned symptoms, you must provide a written consent from your doctor before participating.

There are no refunds for this session.

- 1) Parties. We will refer to P.S. I'm Ella, a Sole Proprietorship based in the Province of Quebec as “P.S. I'm Ella”, “us” or “we”, or “our”, and we'll refer to you, the undersigned (electronically or by hand) or person who has clicked “I Agree” to this Waiver, as “you” or “your”.

- 2) The Services.

Kundalini Codes Activation Journeys. Kundalini Codes Activation Journeys are an energy-based healing approach that supports the mind, body & spirit in expanding, self-healing & deepening connection. This is done through an online space with other individuals & involves seeing you over Zoom on camera. These activation sessions are not a substitute for medical or psychological attention, examination, diagnosis or treatment. The activation sessions are **not replacements for medical treatments or medical care prescribed by physicians.**

Kundalini Codes Yoga & Embodiment Experiences. Kundalini Codes Yoga & Embodiment Experiences is a body & breath based somatic practice integrating traditional Kundalini Yoga & intuitive movement. This is done through an online space with recorded videos. In the case of live classes, this is done online and with other individuals which involves seeing you over Zoom on camera. These embodiment sessions are not a substitute for medical or psychological attention, examination, diagnosis or treatment. The activation sessions are **not replacements for medical treatments or medical care prescribed by physicians.**

- 3) **Inherent Risks.** You understand that receiving the Services poses inherent risks and potential side effects, some more obvious or serious than others. These risks can result in serious harm and injuries



that could change your quality of life, so we want you to be aware of them beforehand. Potential side effects and injuries include but are not limited to:

- a) Risks of physical injury such as muscle tears, strains, and other musculoskeletal injuries, sprains, fractures, broken bones, cardiovascular complications, high blood pressure, dehydration, dizziness, and fainting.
- b) Over-supplementation or improper supplementation resulting in allergic reaction, toxic overload, digestive distress, headaches, worsening of existing symptoms, etc. and exercise-induced injury such as dizziness, strained muscles, etc.
- c) Emotional, psychological and physiological changes, distress, fatigue, & disorientation related to changes in lifestyle, confronting difficult issues, personal challenges, and experiencing previously suppressed emotions or thoughts due to the nature of the spiritual & energy clearing process.
- d) If you are pregnant or recently gave birth, there are additional risks to your body and to the health of your fetus, including but not limited to pregnancy loss, low birth weight, early delivery and postpartum complications.

4) **Affirmation of Health.** By agreeing to receive the Services, you affirm that you have sought medical advice and consulted with your primary care physician to determine that these are the right treatments for you and do not pose a significantly increased risk to your health. If you have any pre-existing medical conditions, physical injuries, weakness, are pregnant or post-natal, you must consult with your doctor first before engaging with the Services. Please communicate and inform us IMMEDIATELY if at any point you do not feel well during the Services.

5) **COVID-19 & Infectious Disease.** You acknowledge that every time you come to P.S. I'm Ella to receive the Services you are affirming that you are healthy and that you do not present an increased risk due to COVID-19 or other infectious diseases. If at any point within 14 days prior to receiving the Services, you have suffered from symptoms of a communicable disease (including but not limited to fever, chills, cough, shortness of breath, or sore throat), been in close contact with someone with a known or suspected case or in a hot spot area, or else are uncertain of your health or risk of transmission, you agree not to visit our business or seek our Services and you should consult with your doctor. You agree to update us regarding your health or risk factor and to comply with all measures and policies implemented by P.S. I'm Ella and applicable public health guidelines (federal, state/provincial, local, CDC and others) as updated, including but not limited to wearing masks, personal hygiene and social distancing, and taking your temperature or allowing it to be checked before entering P.S. I'm Ella's place of business. We are all in this together and it is important to follow guidelines, act responsibly and with care towards one another in order to ensure everyone's safety!

- a) **Consent to Cooperate with Contact Tracing.** You understand and agree that P.S. I'm Ella may disclose your personal information to the relevant authorities as required by law



- 6) **Medical Disclaimer.** You fully understand that P.S. I'm Ella is not a medical or healthcare professional and that the Services and any information, consultation or facilitation provided by P.S. I'm Ella does not constitute medical treatment or advice. You acknowledge and agree that your use of any dietary, lifestyle or wellness recommendations or information is completely voluntary and you are solely responsible for freely choosing to implement them. Regarding any physical or mental health problems, ailments, conditions, eating disorders, or other diseases, you are now being advised that it is your responsibility to obtain competent medical advice from a licensed medical or mental health professional. You understand and agree that any service rendered by P.S. I'm Ella is not designed to diagnose, cure, or prevent any disease, pain, deformity, injury, mental or physical condition of any kind.
- 7) **Voluntary Assumption of Risk.** You have read this Waiver and understand the risks of receiving the Services provided by P.S. I'm Ella. Your signature below, electronic signature or clicking 'I Agree', and your acceptance of the Services P.S. I'm Ella illustrates your voluntary engagement and assumption of the risks of the Services.
- 8) **Release, Waiver and Indemnity.** You hereby release, hold harmless, indemnify and waive any claims against P.S. I'm Ella, its members, directors, officers, contractors, employees, volunteers, agents, executors, administrators, successors, family members and assigns (the “**Released Parties**”) from any liability and damages arising from death or personal injuries, including the contraction of COVID-19 or other communicable diseases or related to premises liability, however caused including as a result of P.S. I'm Ella's negligence, during the Services at P.S. I'm Ella. You are releasing the Released Parties at your own risk and you agree to forfeit any and all forms of legal recourse which may be available to you, including but not limited to any form of damages, as a result of your undertaking of the Services. You agree that this provision applies to you, your family, heirs, executors or anyone else who may be able to bring a legal action on your behalf in the future.
- 9) **Continued Agreement.** Agreement to this Waiver will act as your continued agreement to all ensuing treatments, workshops and Services whether in person (inside or outside), online, or via video conferencing tool.
- 10) **General Legal Provisions. Choice of Laws and Venue.** This Waiver will be governed exclusively by the laws of the Province of Quebec. The parties agree to irrevocably submit all claims to the exclusive jurisdiction of the courts of the Province of Quebec. **Severability.** If any provisions of this Waiver are invalid or unenforceable, the other provisions in the Waiver will remain in full force and effect. **Entire Agreement.** This Waiver constitutes the entire agreement between the parties and replaces any prior agreements. **Headings.** The headings used in this Waiver are for stylistic purposes only and none of the content in the headings are intended to be legally binding. **Online Agreement.** We agree that this Agreement may be signed electronically or agreed to by having you click “I Agree”, the effect of which will be the same as signing by hand and the intention of which is that both parties desire to be bound by all the terms of the Agreement.