

## **Conscious Evolver Terms of Service**

This Agreement is being made as of April 2021, by and between Student/Participant (hereinafter referred to as “You(r), “Student” and “Participant”) and Bliss Prema (hereinafter referred to as Bliss Prema or BP) and Conscious Evolver Enterprises and their respective officers, employees, directors, members, trainers, assistants, guest facilitators, affiliates, designees, licensees, consultants, and other representatives (sometimes collectively referred to herein as the “CEE” or “Company”) concerning your participation in the any Conscious Evolver program, including the 8-Week Immersion and The Initiate Circle, (hereinafter referred to collectively as the “**Program**”).

**Program Description:** The Conscious Evolver 8-Week Immersion is an introductory course, and an opportunity to experience your life as you apply the stages of the Conscious Evolver system. It is an online course for independent and self-directed learners.

**Investment:** The investment for your program must be paid in full. Prices are listed in Canadian dollars. Your enrolment and seat are secured upon the receipt of your payment. These are the levels of the program available:

### **Evolver \$499**

- 8 weekly live transmissions with in-depth explanation of the Conscious Evolver system
- Digital copy of the Conscious Evolver manual that includes tools, homework, and activities.
- Access to the private Facebook community.
- 1 One-hour Coaching session with a Certified Conscious Evolver Coach.

### **Deep Dive Evolver \$999**

- 8 weekly live transmissions with in-depth explanation of the Conscious Evolver system, includes 30-minute private Q&A support with Bliss Prema with all Deep Dive Evolvers afterwards (from 12:00pm - 12:30pm).
- Printed copy of the Conscious Evolver manual that includes tools, homework, and activities.
- Access to the private Facebook community.
- 3 One-hour Coaching sessions with Conscious Evolver Creator Bliss Prema.

**Live Recordings & Viewings:** It is highly recommended to watch all Conscious Evolver transmissions live. Be sure to add the dates of the live transmissions, and your coaching session/s into your calendar in advance. Live transmissions will be recorded and may be watched at your convenience, however for most beneficial outcomes, they should be watched within 24-hours of being delivered.

**We highly recommend** that for the highest benefit of the course that if you cannot watch them during the day on Mondays, that you reserve Monday night

for your course and watch the Live Recording on Monday night. We want for you to receive and experience the most out of this course, and intend for the students to progress together, which can be a powerful and cohesive experience when everyone is committed and honouring the same timeline.

### **Become A Website Member:**

By becoming a member of the BlissPrema.com website, you can view your order(s) status, store your address, and manage credit cards for faster checkout. As well, you can manage your appointments, view your events history, and manage your events.

1. Create an Account: Follow the *Sign In* prompt on the home page and register your account using either Facebook, Google, or your Email Address.

### **Registering For The Immersion Program:**

1. From the Home Page or the Immersion page, select the appropriate training level you wish to purchase.
2. Click the *Book Now* button to register.
3. Fill out your name, email, phone number, and any message you wish to leave the Conscious Evolver Enterprises Team.
4. Click the *Pay Now* button.
5. Congratulations! You are all set to Become A Conscious Evolver.

### **Booking Your Conscious Evolver Coaching Session:**

It is solely your responsibility to book in your Conscious Evolver session/s as according to your payment plan and suggest you book in advance to ensure a space and time that works best for you. Your session/s must be used during **Program** run time and is the responsibility of the student to book. These coaching session/s are not transferable or extendable past the **Program** run time. Once you have paid for the **Program**, please book in your allotted session/s.

You can choose Various Coaches or Bliss Prema, depending on the level of your package selected.

1. From the Home Page or the Coaching Page, scroll down to the Services List and choose either the Conscious Evolver Coaching - Various (For the Evolver Level) or Conscious Evolver Coaching Bliss Prema (for the Deep Dive Level).
2. Be sure to click on which Certified Conscious Evolver Coach you would like to have in the drop down box for the Evolver level.
3. Click on *Book Now* and select the date and time for your session. Fill in your name, email address, phone number and an optional message.
4. Be sure to read our cancellation policy.
5. Click On *Pay Now* and your appointment will appear with an option to ADD TO MY GOOGLE CALENDAR.

6. You can return to booking services by clicking on check out more services.

**Any additional coaching required beyond the program can be purchased separately.**

#### **Cancellation or Rescheduling:**

You may cancel or reschedule Coaching Sessions within the booking system at your convenience, but not with less than 24-hour's notice. Select the drop down menu (personalized with your username) at the top right hand of the page.

1. Select *My Bookings* to manage your scheduled appointments.
2. Click the drop-down arrow beside your appointment to access the *Reschedule* and *Cancel* buttons.
3. Select and save your new availability.

In the event that you must cancel a Coaching Session with less than 24-hour's notice, please send an email to [upgrade@consciousevolver.com](mailto:upgrade@consciousevolver.com) advising of your cancellation. Your session will be forfeited, unless, at our discretion, we agree to reschedule the session. Rescheduled coaching sessions will be determined on a case-by-case basis. Any rescheduled Coaching Session must be scheduled at a mutually agreeable day & time.

Should a Conscious Evolver Coach need to cancel, you will be informed by email with an alternate date and time options for rescheduling.

**Cancellation of Program: There are a limited number of available spaces in the Program.** Upon Your enrolment, the **Company** guarantees your space and may have to turn others away. There is no refund for cancellation.

If you wish to defer your enrolment to a later date, you must submit a request via email to [upgrade@consciousevolver.com](mailto:upgrade@consciousevolver.com) with your reason for the request. Deferment is at the sole discretion of the **Company** and will be evaluated on a case-by-case basis. You may only defer to the next round of the **Program**.

If you are granted deferment, there is no refund.

If you cancel at any other time including during the **Program**, you acknowledge and agree that your space in and access to the **Program** is not transferable to a third person and that there is no refund.

#### **Confidentiality**

We will keep all information exchanged during the **Program** in strict confidentiality. We will not disclose confidential information that you share with us during the **Program** to anyone else without reason to know such information, except as when required by law, ethics, or upon written authorization by you.

You understand that the **Program** is an educational process and part of this process may involve learning, hearing, seeing, or general disclosure by the **Company**, students, participants, and others involved with the **Program** of

certain information that may be considered confidential in nature, including but not limited to, personal stories, data, business plans, concepts for new products, and books, etc. ("Confidential Information"). You agree not to disclose any such Confidential Information.

Your obligation of confidentiality and non-disclosure shall not apply to information which: (a) is or becomes generally known to the public; (b) is acquired by you from a third party not bound by this Confidentiality Agreement; (c) is received from a third party authorized to disclose the Information without restriction; or (d) is required by law, regulation or valid court or governmental agency order to disclose.

This Confidentiality provision and YOUR agreement of confidentiality does not apply to the use of information by the **Company** pursuant to the paragraph below labeled: **You Are Allowing The Company To Record Your Participation And Use Your Communication**. The **Company** will use its discretion in recording your participation and using your communications. However, the **Company** cannot guarantee the discretion of those outside its control, and thus, all participants agree to confidentiality as defined within the paragraph.

**You Are Allowing The Company To Record Your Participation And Use Your Communication:** You understand and agree that the **Company** may choose to record audio, video alternatively, photograph your participation in the **Program**, as well as record or document group conference calls and other forms of communication, both verbal and written during the time you interact with the **Company** and the **Program** (collectively, "Recordings"). You consent to the **Company's** use of your name, image, likeness, appearance, city, and state of residence, professional designation or occupation, statements, testimonials, content, anything you may say or show, and your general participation, in whole or in part, in any such.

Recordings, materials, and testimonials you give the **Company** or other derivative materials based on them, in any format now known or devised in future, in any geographic location, and you understand that the **Company** will have the right to use the Recordings for educational, promotional and commercial applications, including but not limited to "for sale" products. The **Company** has no obligation to use all or any part of your participation in such Recordings or review the Recordings with you and may edit any Recordings at their sole discretion.

You agree that the **Company** shall own all right, title, and interest, including copyrights, in and to such Recordings, with worldwide rights to reproduce, distribute, prepare derivative works based on, publicly perform and display, advertise, publicize your participation in such Recordings, and use such Recordings in their sole discretion, without any input from you, or compensation or credit to you.

We ask that all participants in the **Program** refrain from taking photos and videos in the live recording. You acknowledge that although we make this request, we are not legally responsible for students who might break this guideline.

### **Intellectual Property Rights**

**Bliss Prema** retains all ownership rights to the materials provided to you through your participation in the Program. The copyrighted and original materials shall be provided to you for your individual use only and with a single-user license. You are not authorized to share, copy, distribute, or otherwise disseminate any materials received electronically or otherwise without my prior written consent. All intellectual property, including the copyrighted Program materials, shall remain **BP's** sole property and no license to sell or distribute our materials is granted or implied. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the **Program**, including any of the Immersion materials.

**Copyrights and Trademarks:** You understand that the **Company** owns all copyrights and trademarks in and to the **Program** including but not limited to all materials, written and otherwise, provided to you and the other participants in connection with the **Program**.

**Use Of Company Owned Materials:** You are prohibited from using **CEE** or **Bliss Prema's** name, image, likeness, logo(s) or trademark(s) or written materials without written permission from **Bliss Prema** and/or **CEE**. You are not permitted to use any of the **Company's** copyrighted materials in your marketing or for any other purpose.

**Personal Responsibility & Assumption of Risk:** You acknowledge that you take full responsibility for your health and well-being and all decisions made before, during, and after the **Program**. All programs and services are made available to you as self-help tools for your own personal use and for informational and educational purposes only. You understand that the **Program** is an educational process of seeing into yourself and others, specific behaviour patterns, and gain clearer, more intuitive knowledge. In the process of the **Program**, you may become aware of certain things and may make realizations and conclusions about your personality or the personality of others. You willingly choose to attend this **Program** and accept and take full responsibility for what you may learn, your actions, and feelings that may occur during and after the **Program**. You accept full responsibility for your choices, actions, and results, and expressly assume the risks of the **Program** for your use, or non-use, of the information provided by us to you. You also understand that you are expressly assuming all of the risks of the **Program**, whether or not such risks were created or exacerbated by the **Program**.

**Disclaimer:** We explicitly state that while serving in the role of Conscious Evolver Coaches, we are not, nor are we holding ourselves out to be, a doctor, psychologist, therapist, licensed nutritionist, registered dietician, or spiritual counsellor, or any other kind of medical practitioner in any way at any time before, during or after your **Program**. Nothing contained in the **Program** is intended to be a substitute for the medical diagnosis or treatment that can be provided by your physician, therapist, or another qualified health care practitioner. We explicitly state that the information provided to you is solely for educational and informational purposes only, and it is not for the purposes of diagnosing, preventing, treating, or curing any health problem or disease, or to be relied upon in any way as medical advice. You always should seek the advice of your physician or another qualified health care practitioner regarding any specific medical condition. You agree that you are personally responsible for your results and that while we serve as your Coaches, your success depends primarily on your own effort, motivation, commitment, and follow-through.

**Limitation of Liability, Indemnification, and Release of Claims:** **CEE** and/or **BP** will not be held responsible in any way for the information that you request or receive through the **Program**. By signing this Agreement, you fully and completely hold harmless, indemnify and release me, and any other of my employees, shareholders, directors, staff, consultants, agents, or anyone affiliated with us from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against me or us, arising from your participation in or in any way related to the Immersion, even if we were aware in advance of the possibility of any such claim.

**Entire Agreement, Assignment, Survivability, and Waiver:** This Agreement contains our entire agreement. This Agreement may be modified or amended at any time if the amendment is made in writing and is signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else. In the event that any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of any of the remaining portions of the Agreement which shall be severed and remain in full force. The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

**Your Participation May Be Terminated:** The **Company** reserves the right, in its sole discretion, to terminate the participation of any student in the **Program**, at any time. In such a case, the student will be notified of the termination, and the student will be required to return all content and materials from the **Program** and will be prohibited from using such material.

**Governing Law:** This Agreement shall be construed according to the laws and regulations of the city of Victoria, Province of British Columbia, and country of Canada.

**GENERAL PROVISIONS:**

**This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns, without limitation.**

**The parties represent and warrant that the signatory below is authorized to do so and thereby binds such party to the terms of this Agreement.**

**This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matters addressed herein and shall supersede all prior written and oral agreements concerning such subject matters.**

**This Agreement may not be amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the COMPANY.**

**Each party acknowledges that it has read this Agreement, fully understands all of its terms and conditions, and executes this document freely, voluntarily, and with full knowledge of its significance.**

**This Agreement may be executed in counterparts, including by facsimile or “pdf”, and such counterparts together shall constitute but one original hereof. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.**