

## Program Agreement

By purchasing **The Basics of Chinese Medicine: Your Inner Ecosystem**, available on this website, you are agreeing to the terms of this Self Study Program Agreement, which is a binding legal agreement between you and Brodie Welch, L.AC., LLC ("Company"), an Oregon limited liability company. If you cannot agree to the bound to the terms as described below, then you cannot purchase this program.

Company may amend this Agreement at any time by sending you a revised version at the address you provided when you purchased the program and you automatically become bound by the latest version of the Agreement unless you withdraw from the program.

**Services.** The Basics of Chinese Medicine: Your Inner Ecosystem will be delivered via email for you to download. Once a week for 8 weeks, you will receive materials to include: 20-30 minutes of an audio lecture, transcripts, point location videos, reflection questions, and meridian diagrams.

**Your Duties.** You also understand that if something is not working for you any time, it is your responsibility to communicate any issues to Company so the issues can be resolved. Any abusive, negative, or inappropriate conduct by you is a material breach of this Agreement.

**Fees and Payments.** You agree to pay the one-time fee of \$249.00 in full. You agree to reimburse Company for any collection costs (including attorney fees) required to collect outstanding fees.

**Guarantee/Refund Policy.** If you're not satisfied with The Basics of Chinese Medicine: Your Inner Ecosystem by module 3, you may request a refund, less a 25% administrative fee. We must receive your request in writing within 15 days of the program's start date. We do not make any guarantees or warranties.

**Term.** This Agreement begins on the date purchased and shall continue until the Agreement is terminated under this section. If either party materially breaches this Agreement, the other party may terminate this Agreement upon five (5) days written notice, unless the breach is cured within the notice period. Company may, as its sole discretion, terminate this agreement at any time, and may limit, suspend, or terminate your participation in the program without refund or forgiveness of remaining payments, if you

become disruptive or difficult to work with, fail to follow guidelines, or engage in abusive or inappropriate conduct.

**Intellectual Property.** Company own the copyrights and other intellectual property rights over any materials provided to you under this Agreement. You have a license to use such materials only for your own personal, private use. You are not allowed to teach these materials to others or display them anywhere, including on the Internet or via social media.

**Disclosure.** You understand that you are not a patient of Company, and will not be receiving acupuncture, medical advice, diagnosis, or a treatment plan. Company is not providing medical, mental health, or therapy through this program, and is not giving medical or mental health advice. If you are having a medical or mental health problem, you should seek appropriate help from a medical or mental health professional.

**Legal Terms.** The terms of this Agreement cannot be waived or modified except by an express agreement in writing signed by all of the parties. This Agreement constitutes the entire agreement between you and Company and supersedes all prior or contemporaneous written or oral agreements between us with respect to the subject matter contained in this Agreement. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

**Choice of Law and Forum.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon. Any and all disputes, controversies, claims, or differences arising out of, relating to, or having any connection with this Agreement, shall exclusively be brought and heard in the County of Benton, the State of Oregon, and both parties consent to jurisdiction in the County of Benton, the State of Oregon.