



## **Compassion Sharing, LLC Use of Services Agreement**

The following Use of Services Agreement (“**Agreement**”) is entered into by and between You (“**Client**” or “**You**”) and [Dr. Mandy O’Hara and Compassion Sharing, LLC] (“**Company**”, “**we**”, or “**us**”).

### **Program**

The Company agrees to provide you with Healing Arts Services, inclusive of all services offered through websites [www.drmandyohara.com](http://www.drmandyohara.com) and [www.compassionsharing.org](http://www.compassionsharing.org) (“**Services**”). As a condition of participating in Services, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

### **Terms of Use, Privacy Policy, & Disclaimer**

The Company’s Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Services. In the event of a conflict between any of those policies and this Agreement, this Agreement shall govern.

### **Nature of The Relationship**

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with Services, which provide education and information. The information contained in the Services, including any interactions with Dr. Mandy O’Hara, is not intended as, and shall not be understood or construed as, professional advice of any kind.

More specifically, the Services are provided for educational purposes only and is not intended as a substitute for the advice provided by Your physician or other healthcare professional. You should not use the information in the Services for diagnosing or treating a health problem or disease, or for prescribing any medication or for other treatment. If You have or suspect that You have a medical problem, promptly contact your health care provider. Never disregard professional medical advice or delay in seeking professional advice because of something You have learned in these Services. Information provided in these Services and the use of any products or services purchased by You on Dr. Mandy O’Hara’s Website ([www.drmandyohara.com](http://www.drmandyohara.com)) or Compassion Sharing, LLC’s website ([www.compassionsharing.org](http://www.compassionsharing.org)) DOES NOT create a doctor-patient relationship between You and any of the physicians or other professionals affiliated with our Websites.

### **Refund Policy**



The Company does not provide refunds on Services. If you are dissatisfied for any reason, you may reach out to [info@compassionsharing.org](mailto:info@compassionsharing.org) and your issue will be handled on a case-by-case basis.

### **Ownership Of All Intellectual Property**

All content included as part of the Services, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Services, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Services are the trademarks of their respective owners.

Your participation in the Services does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Services, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use Services delivered to You. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in Your Services.

The Company content is not for resale. Your participation in the Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to Services will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

### **Confidentiality**

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Services, you



hereby agree to respect the privacy of other Service participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Service participants outside of the bounds of the Services. Similarly, the content of the Services contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Services with anyone other than the Company, its owners and employees.

### **Personal Responsibility**

By participating in the Services, you accept personal responsibility for the results of your actions. You agree that the Company has not made any guarantees about the results of taking any action, whether recommended in the Services or not. The Company provides educational and informational resources that are intended to help participants in the Services succeed. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control and/or knowledge of the Company.

You also recognize that prior results do not guarantee a similar outcome. Thus, the results obtained by others - whether clients of the Company or otherwise - applying the principles included in the Services are no guarantee that you or any other person or entity will be able to obtain similar results.

You agree to take full responsibility for any harm or damage you suffer as a result of the use, or non-use, of the information available in the Services. You agree to use judgment and conduct due diligence before taking any actions or implementing any plans or policy suggested or recommended in the Services.

### **Materials Provided By You During The Services**

The Company does not claim ownership of the information or materials You may provide during the Services (including feedback and suggestions) or post, upload, input, or submit to any Website or our associated services (collectively "**Submissions**").

However, by posting, uploading, inputting, providing, or submitting your Submission you are granting the Company, our affiliated companies, and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; and to publish your name in connection with your Submission.



In other words, the Company has the right to include your Submissions – including any audio or video recordings of You participating in any sessions as part of the Services – marketing material going forward.

No compensation will be paid with respect to the use of your Submission, as provided herein. The Company is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the Company’s sole discretion.

By posting, uploading, inputting, providing, or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input, or submit the Submissions.

### **No Warranties**

The Company makes no warranties regarding the performance or operation of the Services, including any technological aspects of the Services. The Company further makes no representations or warranties of any kind, express or implied, as to the information, contents, materials, documents, programs, products, books, or services included in or through the Services. To the fullest extent permissible under the law, the Company disclaims all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

### **Limitation of Liability**

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Services and/or any information and resources contained in the Services. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Services.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Services for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits



arising out of or in any way connected with the use or performance of the Services, with the delay or inability to use the Services or related content, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Services, or otherwise arising out of the use of the Services, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Services or any portion of it, your sole and exclusive remedy is to discontinue using the Services.

### **Dispute Resolution**

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Services. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to New York, New York.

### **Indemnification**

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Services and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

### **Termination And Access Restriction**

The Company reserves the right, in its sole discretion, to terminate your access to the Services or any portion thereof at any time, if You become disruptive to the Company or other Service participants, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

### **Entire Agreement**

This Agreement, along with the Company's Terms of Use, Privacy Policy, and Disclaimer, constitutes the entire agreement between You and the Company with respect to the Services, and it supersedes all prior or contemporaneous communications and proposals, whether electronic,



oral, or written, between You and the Company with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **Waiver**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### **Force Majeure**

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

### **Effective Date**

This Agreement shall commence and be enforceable with respect to each Service participant upon the date that the participant initially registers for the Service.

Last Revised: 3/20/2023