

# Fractal Soul Terms of Service

## Form 9: FRACTAL SOUL - Client Agreement to Terms of Service

### Client Legal Agreement to Terms of Service

#### **INTRODUCTION**

This final form lists our terms and conditions of service. This is the contract of agreement you enter in to when you become a Fractal Soul client, and it is binding for the duration of your client membership. You must agree to and sign this form before receiving services of any type from Fractal Soul.

#### **TERMS & CONDITIONS**

##### DEFINITIONS:

##### Programs:

Fractal Soul's Membership Programs & Ala Carte Services – Online, 1:1 and Group Format (“Programs”) are various Holistic Health & Wellness Services that are owned and operated by 'Fractal Soul'. They include psilocybin dosing and non psilocybin dosing.

##### Platform:

Fractal Soul owns and operates one or more physical (brick and mortar) Psilocybin Service & Wellness Center(s), a Website, EHR Software, and a Mobile App, which shall jointly be referred to as our “Platform”. When you agree to abide by the rules of our Platform, it is across all modalities in which Fractal Soul operates and in which you participate.

The term “You/you” refers to the user or viewer of our Platform or purchaser and/or user of any of our Programs.

**These Terms and Conditions (“T&C”) share how You may use our Website and Platform as well as all in-person events and services.**

Please read these T&C carefully because by purchasing, accessing and/or using the Platform or Programs, You are agreeing to be legally bound by them. You are also agreeing to be bound by all of the terms set forth on all of our Website and sales pages for the Platform. Please take the time to read through these T&C, and if You have any questions, just ask.

We reserve the right to change these T&C from time to time, and by using the Platform/Programs you are agreeing to the T&C as they appear, whether or not you have read them. Thus, if at any time you do not agree with these terms, please stop now and do not use the Platform or any of our Programs.

#### **Company Structure**

##### Company Name and Dual LLC Entity:

'Fractal Soul' does business collectively through two wholly-owned affiliate LLC's: Fractal Soul LLC and Fractal Coaching LLC. In this contract we refer to them jointly as 'Fractal Soul' or 'Company'.

'Fractal Soul' - collectively - provides various alternative & holistic Health and Wellness-related content and services including but not limited to psilocybin education, sales and related services to the general public. Though federally illegal, psilocybin services are currently legal in the State of Oregon pursuant to Oregon

Revised Statute 475A and regulated by Oregon Health Authority under Oregon Administrative Rules 333.333.

The nature of this dual entity is a common tax strategy for regulated (Schedule 1) industries. Each of our LLC's is its own stand alone company but partners together to provide a seamless end to end experience for our clients.

Fractal Soul, LLC owns and operates our physical psilocybin service center location. It provides psilocybin product sales as well as facilities in which clients can safely, comfortably and legally consume psilocybin. Fractal Soul is a licensed Service Center through OHA.

Fractal Coaching, LLC provides coaching and educational services including facilitation, counseling, and online community and learning software platform. Fractal Coaching provides NO psilocybin sales, is NOT a licensed service center, but employs licensed Facilitators through OHA (as well as other service staff such as coaches and class teachers).

You may receive communications or invoices from either of these names. If you do, please be aware they are joint companies, both wholly owned and operated by Kat Thompson & the Fractal Staff, operating in partnership to provide one holistic service.

## **USE & CONSENT**

By purchasing or using any of our Programs, Products or Services, you are subject to these T&C and required to act in accordance with them, our Privacy Policy, and any other terms and conditions that may apply to our marketing of our Programs, Products and Services available through our Website or from us. Accessing our Programs, Products or Services, in any manner, whether automated or otherwise, constitutes use of the Program, Products and Services, and the Website, and your agreement to be bound by these T&C.

All of our Programs, Products and Services are intended solely for users who are twenty-one (21) years of age or older for psilocybin services and eighteen (18) years of age or older for health coaching services. Any registration by, use of or access to any Program, Product or Service or our Website by anyone under the age of 18 for Health Coaching services or 21 for Psilocybin Therapy services is unauthorized, unlicensed and in violation of these T&C. By accessing or using our Programs, Products, or Services or our Website, you represent and warrant that you are 18 years or older (for health coaching) or 21 years or older (for psilocybin services) and that you agree to and to abide by all of our T&C.

You will be required to show ID with proof of age prior to each psilocybin service.

## **AGREEMENT TO PROVIDE SERVICES**

Upon execution of our Legal Agreement by legally-binding electronic signature, we agree to render professional quality services to you as described in our Website's Program pages. You agree that the Program and Platform Content & Services are within the nature and scope of coaching and general education. The scope of services rendered by us pursuant to these terms shall be solely limited to those contained within your Program description.

We reserve the right to substitute services equal to or comparable to the Program for you if reasonably required by the prevailing circumstances.

## **NO SUBSTITUTE FOR MEDICAL CARE**

You agree that you are consuming psilocybin products entirely at your own medical, mental and emotional risk.

We explicitly state that the information provided to you in our Programs, Platform and Content are not attempting to medically diagnose or treat a physical or mental health problem or disease, prescribe a medication, or provide other medically licensed treatment in any way whatsoever. Psychedelic therapy and/or psilocybin services do not operate under the traditional Western healthcare model.

Nothing contained in our Programs, Platform or Content is intended to be a substitute for the medical diagnosis or treatment that can be provided by your physician, mental health provider, or another licensed health care professional. You always should seek the advice of your physician, mental health provider, or another licensed medical provider you trust, regarding any specific medical condition pertaining to you.

You acknowledge that we have not and do not make any representations as to guaranteed physical, mental, emotional, and spiritual or health benefits of any kind that may be derived as a result of your participation in any of our Programs or Services.

You agree to be mindful of your own health and well being, as well as the health and wellbeing of anyone else in your care and/or household during the provision of any of our services or Programs, and to seek appropriate medical or mental health treatment if needed.

You agree that you have been truthful on all screening forms involving questions of medical or mental health which may impact your eligibility to receive psilocybin services. In the event you had a known or unknown underlying medical or mental health condition which is negatively affected by your psilocybin services, you agree that Fractal Soul and its Staff are not liable.

## **LIMITATION OF LIABILITY**

Under no circumstances, including, but not limited to negligence, shall anyone related to our Company or any subsidiary and parent companies or affiliates, included but not limited to our shareholders, directors, officers, staff, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of, or the inability to use, the Program, Product or Service, including its materials or third-party materials made available through the Program, Product or Service, even if we are advised beforehand of the possibility of such damages.

You specifically acknowledge and agree that we are not liable for any defamatory, offensive or illegal conduct of any other Program, Product or Service participant or user, including but not limited to you and your family. We have a zero tolerance policy toward abusive, offensive, defamatory, threatening/harassing, or illegal conduct on our Platform, and our software has features such as Moderation and Reporting of content. We elicit your help in keeping our Platform and Services safe and healthy for everyone. Any client found to be engaged in such activity shall be immediately terminated with no refunds, and will be financially liable for any outstanding costs for services rendered per the ala carte price schedule listed in our Cancellation Policy.

You agree at all times to defend, indemnify and hold harmless the Company, our shareholders, directors, officers, employees, affiliates, successors, transferees, assignees or licensees and their respective parent and subsidiary companies, agents, associates, officers, directors, shareholders and employees of each from and against accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue and any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to our Programs, Products or Services as experienced by you, anyone affiliated in any way with your business, and/or any of your clients, and/or your breach of any obligation, warranty, representation or covenant set forth in these T&C.

In any event, if we are found to be legally liable, our liability to you or to any third party is limited to the total fees you paid to us during the 60 calendar days prior to the action giving rise to the liability. All claims against us must

be lodged within 60 calendar days of the date of the cause of action arising or otherwise the right of action is forfeited.

You agree that you will not hold us nor will we be held liable for any damages of any kind resulting or arising from the provision of the services including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program.

**You agree that you are using our services, including psilocybin administration at any dosage amount, as well as nutrition and exercise plans, at your own risk.** You agree that you have been thoroughly informed as to psilocybin's acute toxicity levels, physical and psychological safety, and contraindicated health conditions and medications. We provide this information in our New Client Assessment and also in our Orientation, as well as throughout our site. We will not provide services to individuals who have a known health risk. We will not be held liable for clients who purposely lie or mislead us regarding their health or mental health status. There remains a small risk that you have a contraindicated health condition (such as a heart condition) that you are unaware of. We highly recommend a full physical at your doctor's office prior to a full dose journey, especially if you have not had one in the past 1-2 years. We also strongly recommend you inform all appropriate medical team members (family doctor, cardiologist, psychiatrist, therapist, etc) about your intention to engage in psilocybin services, and receive their approval. You understand and agree that even receiving a medical professional's approval to engage in psilocybin therapy does not eliminate *all* medical risk.

You agree that you will utilize your best personal judgment as to the appropriateness of a given Program, Content, Habit, Task or Conversation with anyone at Fractal Soul for your own personal health and life situation. You agree that you will not attempt to abruptly go off of medications or begin to self-dose without your physician's express approval. You agree that you will discuss any and all concerns with your Health Coach and/or Facilitator directly, and that you will not push your body or mind too far, too fast. We will not be held liable for lapses in your judgment. Ultimately all Coaching and other Therapeutic Program Curriculums taught by us are entirely about YOU taking control of your Health.

Finally, you agree not to take any content from our Online Community as medical advice and agree not to hold any member of our Community liable for advice or comments they make which you follow to your detriment. You agree to use your own judgment and realize that what works for one person may not work for another. You agree that member statements and comments within Groups, Forums, Course Classrooms and Direct Messages do not hold inherent truth, as this is the nature of social content.

## **DISCLAIMER OF GUARANTEE**

You accept and agree that you are entirely and solely responsible for your progress and results from any Program or Service, and that results vary greatly from individual to individual. Results are based on a wide variety of causes, such as effort, time investment, knowledge, skill, genetic and medical conditions, environment, base motivation, etc.

You accept and agree that we have not and do not make any representations as to the physical, mental, emotional, and spiritual or health benefits or loss of any kind that may be derived as a result of your participation in this Program.

You accept and agree that we cannot control your responses to the provision of the services under any of our Programs. You accept and agree that we cannot and do not guarantee that you will attain a particular result.

We make no guarantee or warranty that any of our Programs, though customizable, will meet all of your requirements or that all clients will achieve the same or similar results.

We also expressly disclaim responsibility in any way for the choices, actions, results, use or non-use of the information provided or obtained through any of our Programs, Platforms or Content either purchased by you or provided at no charge.

We cannot and do not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual.

## **CLIENT CONDUCT**

You must not use our Program, Product or Service, or any aspect related to it, in any way that causes or is likely to cause access to it to be interrupted, damaged or impaired in any way and you must use it for lawful purposes only. You understand that you are solely responsible for all electronic communications and content sent from your computer to us by you. You may not use our Program, Product or Service, or any aspect related to it, in any of the following ways:

- For fraudulent purposes or in connection with a criminal offense or to otherwise carry out any unlawful activity
- To send, use or re-use any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, abusive, threatening, defamatory, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or is otherwise injurious to third parties, or which consists of or contains software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam
- To cause annoyance, inconvenience or needless anxiety to anyone or anything
- To impersonate any third party or otherwise mislead as to the origin of your content
- To reproduce, duplicate, copy or resell any of our content in contravention with these T&C or any other agreement with us.

To the extent that you interact with any of our staff and/or any of our other clients, you agree to behave, at all times, courteously and respectfully toward others and property, including in an altered state. Our Staff is trained in trauma-informed care and will teach you safe and healthy ways to express a broad range of emotions during your journey and healing process.

At no point is it acceptable for any client to become threatening, harassing, violate another's privacy, harm themselves, others or property, make offensive comments toward another individual or group of individuals, or engage in lewd behavior including removing clothes and touching genitals or attempting to inappropriately touch another client or Staff member in any way.

Further details on what constitutes unacceptable or disruptive behavior and the procedures we will take in response to such behavior is available in our Operating Policies document.

The failure to abide by Community rules and regulations shall be a material breach of this Agreement and therefore sufficient cause for immediate termination of this Agreement by us. In the event of such termination, you shall not be entitled to refund of any amounts paid and shall remain responsible for all outstanding amounts of the Fee per the Ala Carte price schedule in our Cancellation Policy.

## **EXCLUSIVITY OF PSILOCYBIN SERVICES**

If you agree to receive psilocybin services through Fractal Soul, you expressly agree that you will not consume or attempt to consume psilocybin OR other psychedelic products outside the framework of your Program or service. Under certain circumstances we can work with you to refer out to a different Facilitator for a specialized experience or better fit for client support, but this must be approved in writing by us prior to receiving such services and we must coordinate with the other Facilitator, not least of which to ensure this other Facilitator is

operating through the legal framework, is knowledgeable and competent, and will uphold our Code of Ethics (which is the State of Oregon's code of ethics).

This provision is for YOUR benefit, safety and care, because we care for our clients deeply, as family members. To do otherwise puts your health at risk including issues related to cross tolerance, serotonin syndrome, serotonin receptor down-regulation, etc.

**Please** do not pursue possession or ingestion of unregulated psilocybin or other drugs from unknown or unreliable sources while in our care. Please do not allow an unregulated, untrained facilitator to administer a session with you. Doing so puts your physical and mental health at risk, voids this agreement, and will result in your termination as a client. If this is a path you would like to take (example: you are attending a festival and know you plan to take psychedelics at this event) we can discuss terminating or pausing your membership and then reinstating it. There must be a minimum of two weeks following other psychedelic usage before we can take you on as a client again and a minimum of one month before you can take a medium or full dose service with us.

We do not report outside drug use by any client to authorities unless we have good reason to believe a minor is or was harmed.

This exclusivity agreement applies only to psilocybin consumption and facilitation. We welcome and encourage our clients to work with other healthcare professionals including but not limited to psychologists and counselors, specialized nutrition counselors if needed (Registered Dietitian), specialized fitness trainers, massage therapists, acupuncturists, meditation or yoga teachers, breathwork instructors, chiropractors, naturopaths, etc. We are always developing our referral network for clients who are interested in these complementary services.

## **DISPUTES**

It is hoped that should we ever have any differences, we could be able to work them out amiably through a phone conversation or e-mail correspondence. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected by our legal representation, in accordance with the American Arbitration Association Rules. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction. Prior to seeking arbitration, you must submit your complaint to us via e-mail within 60 days of the date of the alleged offense. You understand and agree now that the only remedy that can be awarded to you through arbitration is full refund of your Payment made to date. No award of consequence or of any other damages may be granted to you under any circumstance, including but not limited to health or medical fees including surgeon's and hospital fees, transportation fees, psychiatric fees, costs incurred related to a motor vehicle or other personal accident coming to or going home from any service, or fees collected by your family in the unlikely event of your death during or after the time of any service provided by us, whether linked to our service or entirely coincidental.

In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, designed to disparage us, our company, or any of our Programs, Products or Services. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

## **INDEMNIFICATION**

You shall defend, indemnify, and hold harmless us, our shareholders, trustees, affiliates, employees, subcontractors and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's fees, and

disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the service(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by this Company, or any of its shareholders, trustees, affiliates, employees, subcontractors and successors.

You recognize and agree that all of the Company's shareholders, trustees, affiliates, employees, subcontractors and successors shall not be held personally, individually or collectively, responsible or liable for any actions or representations of the Company.

#### **ENTIRE AGREEMENT**

This Agreement, in addition to the other legal paperwork on record in your client file, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written.

This Agreement may be modified only by an instrument in writing duly executed by both parties.

#### **SURVIVAL**

The ownership, non-circumvention, dispute resolution, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination, for any reason, of this Agreement.

#### **SEVERABILITY**

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

I have reviewed this entire Terms of Service document. I UNDERSTAND and AGREE with all terms and conditions contained within it.

**I hereby agree to the document above.**

#### **Signature**

*(This will require your client's signature)*