

## Healing Art Circles, LLC General Terms and Conditions

By visiting our website(s) and/or interacting with Healing Circles, LLC (“HAC”), you agree to these general Terms and Conditions (the “Agreement”).

**Term.** The term of this Agreement (“the Term”) commences on the Effective Date and runs until terminates this Agreement.

**Termination.** HAC may terminate this Agreement at any time upon thirty (30) day notice to you.

**Confidentiality.** You acknowledge HAC will disclose to you certain proprietary and confidential information that is not generally known by the public or HAC’s competitors (“Confidential Information”). Confidential Information shall be maintained in confidence and will not be used by you for a period of five (5) years after this Agreement terminates. Upon HAC’s request, you will return or destroy all of HAC’s Confidential Information.

**Indemnification.** You agree to defend, indemnify, and hold harmless, HAC, its affiliates, officers, directors, members, managers, employees and agents (each an Indemnified Party” and collectively the “Indemnified Parties”) from and against any and all damages, claims, judgments, losses, expenses, costs, obligations, actions, settlements, penalties and liabilities, suffered directly or indirectly by an Indemnified Party by reason of, arising out of or relating to your obligations under this Agreement.

**Intellectual Property.** all materials provided by HAC, including any creative works, equipment, drawings, plans, business information, educational materials, etc., are the property of HAC. Any materials created by you in furtherance of this Agreement for HAC are also the property of HAC.

**Your Rights.** HAC prides itself on being respectful of the rights of others, and that includes intellectual property rights and privacy rights held by others. If you believe HAC may be impinging on such rights, please reach-out to HAC per the contact information provided on this site including relevant information about your allegations.

**Waiver.** No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly in writing and signed by the waiving party. Except as otherwise set forth in the Agreement, no failure to exercise or delay in exercising any right shall operate or be construed as a waiver thereof.

**Assignment.** You may not assign their rights or obligations under this Agreement without the prior written consent of HAC or such assignment shall be considered null and void. If assignment/delegation is agreed to by HAC, your rights and obligations under this Agreement shall inure to the benefit of and shall be binding upon its successors and assigns. For purposes of the foregoing, “assignment” shall include transfer by merger or otherwise by operation of law, any change in control by you and any sale of a substantial portion of the assets by you.

**Relationship of the parties.** The relationship between the parties is that of independent contractors.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, U.S.A.

**Survival.** Provisions of the Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.