

THE WELLNESS FORMULA™ Accelerator Program

Terms & Conditions

Welcome! I am looking forward to working with you.

Please read this information carefully. The purpose of this Agreement is to share details about working together so that we both are clear as to what each of our respective roles are and how our communication will take place so that our time will be positive, productive, and comfortable.

We both legally agree to the following:

1. Program Description.

Your Wellness Formula Program (“Program”) includes:

- Six 90-min small group calls via zoom with Dr. Cindy over the next 3 months.
- Three 45-min 1:1 strategy calls via zoom with Dr. Cindy over the next 3 months.
- Secure online course portal with intentionally curated lessons, journal prompts, and reflection exercises to accelerate your transformation.
- Private community for interaction, support, and accountability.
- Weekly Voxer app (voice/text) access.
- Frequent check-in’s for support and accountability.
- Tools to help with self-care, stress, processing emotions, and building resilience.

2. Expectations and Responsibilities.

You can expect that I will fulfill certain responsibilities during the Program. As the Coach, I agree to:

- Come prepared.
- Devote my full attention to the group during our time together.
- Serve as your group mentor and supporter.
- Stretch you outside of your comfort zone.
- Offer support, encouragement, feedback and guidance.
- Build and create a supportive group environment with minimal disturbances pertaining to the elements I can control.

Likewise, I expect that you will fulfill the following responsibilities during the Program.

As the Client, you agree to:

- Show up on time without distractions.
- Give 100% of your effort and fully commit to the Program.
- Come fully prepared and participate with care, kindness, and respect to other Program participants and me.
- Use your best efforts to complete all action steps to maximize results.
- Promptly provide payment for the Program.
- Be open to new ideas and willing to stretch and grow.
- Ask any questions you may have as they arise.

3. Scheduling and Communication.

Contacting Me: I am here for you! Should you need to reach me, please contact me during my office hours of 10:00 am - 4:00 pm PST by e-mail. I will do my best to respond to you within 24 hours on weekdays. On weekends and holidays, I will do my best to reply to you by the next business day. Once a week, you have the opportunity to send me direct voice/text messages through the Voxer app. Any inquiries related to your Program are for quick questions and you will receive brief responses. If you want to discuss something at length, I may request that you raise your questions or concerns as part of the group program calls or in the private community group.

Group Calls. A schedule of our Program group calls will be shared with you during your enrollment in the Program or shortly thereafter, including the call-in/login information to participate in the call. Please plan to come to the group calls on time. If you miss a group call, there will be no make-up dates for the call; rather, you may access the recording which will be shared with Program participants following the call.

Call Recordings. All Program calls will be recorded. Recorded group calls will be shared with the group participants within 24 hours following the call. By participating in the Program and speaking at any time during any call, you are consenting to the recording of your voice, image and/or name and likeness.

4. Investment and Payment.

Investment: You agree that you are financially willing and able to invest in this Program by choice, and that by so doing, you are not incurring any economic hardship in any way. You

agree and understand that you are committing to making all payments on time, even if you withdraw from the Program at any time.

- If paying in full, your investment is **\$7,500 USD** and must be made upon enrollment in the Program.
- If paying in installments, the first installment of **\$3,000 USD** must be made upon enrollment in the Program, and **2 subsequent monthly payments** in the amount of **\$3,000 USD** will be due in 1 month increments from the date of the first payment.

Payment Authorization and Receipt: If paying by credit card or debit card, you give us permission to automatically charge your credit card or debit card as payment for your Program without any additional authorization, and you will receive an electronic receipt. If I choose to provide you with an invoice instead, you are required to pay it by the date due on the invoice or your Program will be put on hold until payment is made.

Missed Payment: If payment is not received by the date due or there is a problem with the payment transaction or method, you will be notified by e-mail and then have a 3-day grace period to make the payment following the due date, otherwise your Program will be put on hold. If no payment is made within this grace period, the Program will automatically terminate and you will no longer be granted access.

Refund Policy: It is my intention for you to be happy with your Program. Yet, because of the extensive time, effort, preparation and care that goes into creating and/or providing the Program, no refunds will be provided. Unless otherwise provided by law, you acknowledge that all sales are final and we do not offer refunds for any portion of your payment for any of the Program at any time. By signing below, you agree that you will not issue a chargeback for any payment made as you are fully aware of this Refund Policy and voluntarily consenting to it. Should you attempt to issue a chargeback with your credit card company, this Agreement will automatically terminate upon such attempt, regardless of whether the attempt is successful or not, and you will still remain contractually responsible for payment in full for the Program.

5. Confidentiality.

Confidentiality Related to Group Calls. Confidentiality is important to me. At the same time because this is a group setting, you are aware that when you participate in a group call or interact with any group members by any means during the Program, including in the group or other public settings, you are voluntarily sharing and disclosing information which may be

seen, heard, collected and used by others, and therefore, I cannot be responsible for any unauthorized use of any or all of the information that you share with other group participants, whether during the calls, online, in private conversations, or in any other manner.

Confidentiality Related to One-on-One Calls. I will do my best to keep all information exchanged between us during the Program private and confidential. I will not disclose any information that you share with me during the Program to anyone else unless: (1) they have a legitimate reason to know such information as a member of my team or staff, (2) you have given me written permission, (3) if I am required to do so by law, (4) in the good-faith belief that disclosure is necessary to conform to the law or to the legal process, (5) to protect or defend our rights or property, and/or to protect personal safety.

6. Intellectual Property Rights.

Ownership of Program Content and Materials: I retain all ownership and intellectual property rights to the Program content and materials provided to you through the Program, including all copyrights and any trademarks belonging to me. The Program content and materials are being provided for your individual use only and with a single-user license which means that you are not allowed or authorized to share, copy, sell, post, distribute, reproduce, duplicate, trade, resell, exploit, or otherwise disseminate any portion of the Program or Program materials, electronically or otherwise, for business or commercial use, or in any other way that earns you money, without my prior written permission. No license to sell or distribute my Program content and materials is granted or implied. No permission to disclose my process as expressed through the Program content and materials is granted or implied.

Intellectual Property Rights in Work Product: You hold all intellectual property rights in your work product developed during your participation in the Program, including but not limited to copyright and trademark rights. I agree not to claim any such ownership in your work product or intellectual property at any time.

7. Personal Responsibility, Disclaimer & Release of Claims.

Personal Responsibility & Assumption of Risk: You acknowledge that you take full responsibility for yourself and all choices, actions and results made before, during and after your Program. You knowingly assume all of the risks of the Program related to your use, misuse, or non-use of the Program content or materials. You agree to be mindful of your own well-being during the course of this Program, and you understand and agree that you are solely responsible for your results.

Disclaimer: While I am licensed in the state of California to practice as a physician, at no time does this Program provide personalized information to you. Further, participation in this program does not enter you into a physician-patient relationship with me, unless we already have a pre-existing patient relationship outside of this Program and you have agreed to my informed consent policies. I have used care in preparing the information provided to you, but this Program and my Program materials are being provided as self-help tools for your own use and for informational and educational purposes only. There are many factors that influence results, so no guarantees can be made as to the results you will experience through this Program. You agree that I am not responsible for your physical, mental, emotional and spiritual health, for your financial earnings or losses, or for any other result or outcome that you may experience through this Program. Nothing related to this Program is intended to be considered medical, mental health, legal, financial, or religious advice, nor is it intended to replace the expertise, care, judgment or guidance of your own medical or mental health practitioners, clergy members, accountants, attorneys or financial advisors. It does not, nor is it intended to, provide medical nutrition therapy, psychotherapy, psychological counseling, behavioral health, or a personalized assessment of macronutrients or micronutrients. This Program shares general information, not personalized recommendations. It is not preventing, treating, curing any medical or mental health disease, condition or ailment. For specific questions related to a medical or mental health situation, consult your own medical or mental health professional. For specific questions related to your financial, legal or tax situation, consult your own attorney, accountant, and/or financial advisor. For specific questions related to religion, spirituality, or faith, consult your own clergy member or spiritual healer. If you are currently under the care of a medical or mental health practitioner or currently uses prescription medications, do not make any dietary changes or start or stop taking any dietary supplements or medications because of anything you have read or received through this Program without first consulting with your doctor. Any recommendation of any product or supplement mentioned in or through this Program is offered for educational purposes, and you agree to check with your own medical professional before using any of these products or supplements on, in or near your body in any way. You understand that the statements, information, supplements or products provided in or through this Program have not been evaluated by the Food and Drug Administration (“FDA”).

Limitation of Liability, Indemnification, and Release of Claims: While every effort has been made to present the most accurate research and information in this Program to date, you understand and agree the information in this Program is for informational and educational purposes only. Because research and information changes frequently, you agree

that we are not liable for the accuracy, errors or omissions of statements contained in the Program. You agree that the information included in this Program is not, nor should be, a substitute for personalized health care, medical, mental health, financial, legal or religious advice of any kind. Recognizing that the information that you request or receive through this Program, including Program materials, products, and any other information you have received from or through this Program is purely informational and educational, you agree that you fully and completely hold harmless, indemnify and release me 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 may claim to have against me in the future that may arise from your participation in the Program to the fullest extent permitted by applicable law. You agree to hold me free of all liability and responsibility for any actions or results with actual or perceived adverse effects that you claim were created as a direct or indirect result of specific information or recommendations that you have received through this Program.

8. Other Important Terms.

Termination: If either of us want to terminate the Agreement at any time, we both agree to notify the other at least 7 days in advance by email. Even after termination by either of us, certain terms of this Agreement, including Investment and Payment (including Refund Policy), Confidentiality, Intellectual Property, Personal Responsibility/Disclaimer/Release of Claims, Governing Law, Dispute Resolution and Non-Disparagement, will survive termination to apply now and in the future.

Notice: All correspondence or notice required regarding the Program shall be made to me by e-mail at hello@cindytsaimd.com and to you at the e-mail address you provided during your enrollment in the Program. Should your email address, billing information, or contact information change at any time throughout the Program, it is your responsibility to provide your updated information to me within 3 days of any change.

Force Majeure: In the event that any cause beyond my reasonable control, including, without limitations, "acts of God"/nature, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisories, labor strikes or civil disturbances, unforeseen or foreseen human-initiated circumstances, health or travel restrictions, quarantines, lockdowns or precautions imposed by any government entity or agency, local, state or federal law or ordinance, or other instances, make it inadvisable, illegal, or impossible for me to perform my responsibilities or obligations under this Agreement, either because of unreasonable increased costs or the risk of injury, I will not be liable for a

reasonable period of delay or for the inability to indefinitely fulfill my responsibilities and obligations.

Entire Agreement, Assignment, Survivability, Enforceability and Waiver: This Agreement contains our entire agreement. This Agreement supercedes or replaces any prior oral or written agreement signed by us pertaining to the subject matter of this Agreement. This Agreement may be modified or amended at any time provided the amendment is in writing and signed by both of us. You may not assign your rights or obligations under this Agreement to anyone else, and the obligations under this Agreement shall survive indefinitely unless otherwise stated in this Agreement. If any section of this Agreement is found to be unenforceable, the rest of the document shall be held in full force and effect. If I choose to waive or not enforce one or more terms of this Agreement, it does not in any way limit my right to later enforce every part of this Agreement.

Governing Law: This Agreement shall be construed according to the laws of the State of California where my principal place of business is located.

Dispute Resolution: Should we ever have a conflict, it is hoped that we could work it out amiably. However, if we are unable to seek resolution through good-faith negotiation within 30 days, we agree now that that the only method of legal dispute resolution that will be used is binding arbitration before a single arbitrator, jointly selected by both of us, unless we both agree otherwise in writing or otherwise provided by law. You understand and agree now that the only monetary damages that can be awarded to you through arbitration is the full refund of your Payment made to date. No other financial awards of consequential damages, or any other type of damages, may be granted to you. We both agree now that the decision of the arbitrator is final and binding and may be entered as a judgment into any court having the appropriate jurisdiction. You also agree that should arbitration take place, it will be held in San Diego County in the State of California where my principal place of business is located, and the prevailing party shall be entitled to all reasonable attorneys' fees and all costs necessary to enforce the decision of the arbitrator.

Mutual Non-Disparagement: Should you have any questions or concerns about the Program or me, you agree now to contact me directly in a mature and professional way rather than to publicly make any negative or critical comments about the Program, my business or me through social media or otherwise. We both agree now not to communicate with any other individual, company or entity in a way that is harmful or disparaging to the other, whether actual or perceptual, or to do or say anything that is injurious to each other's

reputation, including about the Program, me, my business, my employees, contractors or agents, other participants. In arbitration or when required by law, of course, we are not prohibited from publicly sharing our thoughts and opinions.

By signing this Agreement, we both acknowledge that we have read, understand, agree to and accept all of the terms in this Agreement. Electronic signatures of this Agreement are permitted and enforceable. You agree that you have had the opportunity to ask me any questions prior to signing, and your signature indicates that you are in agreement with all of the terms of this Agreement.