### DESERET TAVARES/THE MYSTIC'S ALTAR INC. APPOINTMENT AND MEMBERSHIP POLICIES

Deseret Tavares (the "Contractor") and the above party (the "Client") have arrived at a verbal agreement via telephone. By signing this secure server DocuSign agreement, the Client is entering a binding contract to remit the full, agreed-upon amount at the time of the initial scheduling of the appointment.

## TERMS AND CONDITIONS:

Reading appointments are personal in nature and are non-transferable. Only the Client (listed above) will receive a reading. No other parties are permitted to attend the reading, unless the Client requests a change at least 48 (forty-eight) hours prior to the appointment.

## CREDIT CARD CHARGES:

All appointments must be paid in full at the time of the initial scheduling of the appointment. Credit card statement charges will appear as "THE MYSTICS ALTAR INC."

## **APPOINTMENT CONFIRMATION:**

Upon scheduling an appointment, the Client will receive an email confirming the appointment and listing the appointment details. The Client is responsible for entering the correct email address and contact phone number in the appointment scheduling form. Additionally, the contractor or one of her assistants will contact the Client to confirm the appointment and to verify the Client's contact information. The Client is responsible for remembering the type of reading and the date and time of the scheduled appointment.

# ADDITIONAL CHARGES:

Any and all modifications made by the Client are subject to at least 48 (forty-eight) hours of notice to the Contractor. Any last-minute modifications or any modifications at the time of the scheduled appointment or event will result in a charge of the full, agreed-upon fee and an additional **\$385.00** modification fee (or the equivalent), including, for the avoidance of doubt, cancelling an appointment less than 48 (forty-eight) hours in advance of such appointment. The balance of the fee is due prior to the beginning of the scheduled appointment.

Payments received after the scheduled appointment or event are subject to an additional 20% late fee. To schedule an appointment by Telephone through our assistant in The Mystic's Altar INC, there is a **\$45.00** charge in addition to the agreed upon fee. If the Client does not provide the Contractor with the required documentation within 72 (seventy-two) hours of the time that Contractor delivers such documentation to the Client, Contractor shall cancel the scheduled appointment. If the Client thereafter submits the documentation and the appointment is rescheduled, such rescheduling shall be subject to a rescheduling fee of **\$85**. In the event Client has made errors in completing one or more forms and/or Contractor is required to re-send forms to Client, Contractor shall send such form to Client for execution via Docusign for an additional charge to Client of **\$35/form**.

Chargebacks and returned checks are subject to a **\$150.00** processing fee plus a fee of **20%** of the amount of the chargeback or returned check, as applicable. Surpassing the scheduled duration of an appointment will

result in additional charges to the credit card number on file. Additional time will be billed at a rate of **\$750.00** per each additional increment of up to 15 (fifteen) minutes. For the avoidance of doubt, if there is additional time of 10 minutes, the additional **\$750** will be applied. The Client is encouraged to be mindful of the time during a scheduled appointment. All additional fees are subject to change without notice.

## PAID EVENTS:

Any and all fees paid for paid events are nonrefundable, including without limitation, in the event the Client does not log in or does not participate in the live event. Payment of an entrance fee does not guarantee that a Client's questions will be answered. For all events, a Client must use his or her GMAIL account to sign up.

## **PROCESSING FEES:**

ALL TRANSACTIONS ARE SUBJECT TO A **4.5% PROCESSING FEE**. THE CONTRACTOR **OFFERS ABSOLUTELY NO REFUNDS OR EXCHANGES.** All processing fees are subject to change without notice.

# TELEPHONE CONSULTATION POLICY:

For telephone readings, the *Client should call* +1 (310) 446-9100, ext. 103 at the scheduled time of the appointment. Please be on time and do not call before your scheduled time.

# SKYPE CONSULTATION POLICY:

For Skype readings, the Skype account you must use is *Live:Deseret74* you may also use <u>Deseret74@HotMail.com</u> to find her on Skype. The Client must add the Contractor's Skype account at least 24 (twenty-four) hours prior to the scheduled appointment. If the Client adds the Contractor's Skype account less than 24 (twenty-four) hours prior to the scheduled appointment start time, the Client will be considered a NO SHOW, and the Client's scheduled appointment will be cancelled with no possibility of rescheduling or refund. The Client will call the Contractor via Skype at the scheduled time of the appointment.

## WHATSAPP CONSULTATION POLICY:

With respect to the WhatsApp one question program, the Client must send the question at the scheduled time of the appointment via WhatsApp to **+1(310) 696-1833** along with the Client's full name and date of birth and the person the Client is inquiring about. The Contractor will reply to the Client's question within 24 hours of the Client's appointment time. If the Client does not send the question via WhatsApp at the scheduled time of the appointment, the appointment will be deemed a "no show" and the charge for the appointment will not be refunded. The appointment time and date will not be confirmed unless the credit card verification process has been properly completed by the Client.

### **TECHNOLOGY POLICY:**

The Client is responsible for any technical difficulties or connectivity problems, and any time that the Client spends addressing the technical difficulties or connectivity problems will be deducted from the Client's appointment time.

#### TARDINESS POLICY:

The appointment begins precisely at the scheduled time. If the client is tardy for the appointment, the time will be deducted from the scheduled appointment. If the Client is more than **10 (ten) minutes tardy**, the Client will be considered a **NO SHOW**, and the Client will not be rescheduled.

#### **RESCHEDULING AND CANCELLATION POLICY:**

Appointments may be rescheduled up to 48 (forty-eight) hours prior to the scheduled appointment start time. Appointments may only be rescheduled by calling **+1 (310) 446-9100 ext. 101**. Appointments cannot be rescheduled less than 48 (forty-eight) hours prior to the appointment start time. If the Client cancels the appointment, the Contractor's fee will not be refunded and the client's appointment will not be rescheduled. The Contractor offers absolutely no refunds or exchanges. By signing this secure server DocuSign agreement, the Client agrees to pay (via credit card) for any canceled appointments pursuant to the policies described herein.

#### **RESTRICTIONS:**

The Client must be at least **18 (eighteen) years** of age in order to schedule an appointment. Audio and/or video recordings are strictly prohibited.

## **REFUSAL OF SERVICES:**

The Contractor reserves the right to refuse to provide services to any person for any reason. The Contractor has the right to terminate the services at any time if the Client makes inappropriate, abusive, or threatening comments and/or if the Client exhibits any behavior that could be construed as inappropriate, abusive, or threatening.

## LOCATION POLICY:

It is the Client's responsibility to find a quiet space and to be alone for the duration of the scheduled appointment. Any noise or other distractions will interfere with the reading. The Client should not be in a public place during the scheduled appointment. The Client should also not be driving, working, or speaking to others during the scheduled appointment. If the Client does not comply with the location policy, the Contractor reserves the right to cancel the scheduled appointment. Any time remaining of the scheduled appointment will not be refunded, and the appointment will not be rescheduled.

## CLASS, LIVE EVENT AND / OR WORKSHOP POLICY:

The Client who pays for any of the classes, live events and / or workshops (collectively, "Events", and individually, an "Event") offered by the Contractor, must be fully responsible for complying with and participating in the times specified.

The Client must log in to the Event on the Contractor's website or follow the scheduling link sent with the confirmation email. Contractor will hold the Event on the specified day and time. If the Client does not enter at the indicated time, the Client will lose his / her Event (subject to the next sentence).

All Events will be recorded by the Contractor, therefore, the Client who does not enter the specified day and time, may access the recording one time by paying a fee of **\$250.00** dollars for non-attendance. Due to the Contractor's busy schedule, the Contractor has the right to reschedule the Event at any time. In such event, the Contractor or an assistant will notify the Client of the new schedule.

Recording of the Event is strictly prohibited and is subject to a **\$50,000** fine and the Contractor retains all rights to pursue all remedies available under applicable laws. All material is intellectual property of Deseret Tavares and subject to The Mystics Altar INC Registered Trade Mark.

# THIRD-PARTY SCHEDULING ON BEHALF OF THE CLIENT:

If a third party schedules an appointment on behalf of the Client, the terms and conditions herein apply to the Client in whose name the appointment is scheduled. The party paying for the appointment must be the authorized user on the credit card used to pay for the appointment, and that party must provide a signed credit card authorization form with the billing information linked to said credit card.

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## **MEMBERSHIPS**

With respect to all memberships and on demand viewing (collectively, "Memberships"):

- 1. Any and all payments with respect to Memberships are non-refundable. No refunds will be given under any circumstances. In the event Client cancels or disputes any such payment with the bank or for any reason, Client will be charged a **\$150.00** processing fee, and Client shall be blocked from any and all services from Contractor. Such decision is final and binding.
- 2. Client must undergo the credit card verification process. Client must download the forms from Contractor's website, and correctly complete and submit the forms directly on to Contractor's website (including the *Policy Agreement, Credit Card Authorization Form, Photo Copy of your Driver's License or Government Identification and Credit Card*). If Contractor is unable to collect the paperwork, it will be deemed a Failure to Comply with requirements by Client and will result in the suspension of the Membership until the Client submits the forms in the manner described in this clause 2. As stated above, all Memberships are non-refundable, even in the event of a suspension.
- 3. Any videos that Client accesses are proprietary to Contractor and confidential and may not be shared or downloaded.
- 4. In the event you disparage Contractor, threaten, harass, criticize, defame, or express negative comments or insults with respect to Contractor (including without limitation Deseret Tavares / The Mystics Altar Inc. or any team member), whether by chat, e-mail, telephone call, WhatsApp, any social

media or otherwise, Client will be immediately removed and blocked from Contractor's platform and shall be prohibited from receiving any and all services provided by Contractor, in each case without notice and with no refund for any Membership.

- 5. All Memberships renew automatically at the end of the applicable membership period without notice to Client, and Client hereby agrees to such auto-renewal. Memberships shall continue to auto-renew until Client cancels the membership online directly on the system. In the event Client delivers such written notice of cancellation, Client will be charged for the remainder of the applicable membership period (i.e., there are no refunds for a partial membership period).
- 6. By purchasing a Membership, you acknowledge and agree that the terms and conditions of such Membership may change at any time without notice.

# DISCLAIMER - NO PROFESSIONAL ADVICE:

Information provided by the Contractor—including, but not limited to, information provided in blogs, videos, newsletters, and readings—is for entertainment purposes only. Information provided by the Contractor and The Mystic's Altar INC is not intended as a substitute for professional advice, including, but not limited to, (a) professional medical advice, diagnosis, or treatment; (b) professional financial or investment advice or guidance; (c) professional legal advice; or (d) other professional advice. Never disregard or delay seeking professional medical advice or other professional advice. The Contractor and The Mystic's Altar INC are not medical or legal practitioners and do not recommend or endorse any specific products, procedures, treatments, medications, opinions, or other information that may be mentioned, discussed, or described on the Contractor's website. The Contractor and The Mystic's Altar INC are not professional financial or investment advisors. The Client's reliance on any information provided by the Contractor and The Mystic's Altar INC is solely at the Client's own risk and discretion. Any and all decisions that the Client makes based in whole or in part upon information provided by the Contractor and The Mystic's own risk and discretion, and the Client will be solely responsible for the consequences of those decisions.

# APPOINTMENT DISCLAIMER:

Due to the Contractor's busy schedule, the Contractor has the right to reschedule an appointment without prior notice. In the event of such a rescheduling, the Contractor will schedule an appointment outside of her normal business hours to accommodate the Client. The Contractor or one of her assistants will notify the Client via email of the new appointment time. The Client is responsible for submitting the required forms within **72** (seventy-two) hours of scheduling an appointment. We will make 2 (two) attempts to collect all required paperwork via email as a courtesy. If, after such attempts, we are unable to collect the paperwork, it will be deemed a *Failure To Comply* with requirements and will result in the cancellation of the scheduled appointment until such time the Client completes the required forms (including the *Policy Agreement, Credit Card Authorization Form, Photo Copy of your Driver's License or Government Identification and Credit Card*) electronically via the secure server DocuSign or downloads the forms directly from Contractor's website, and completes, scans and emails the forms to <u>TheMysticsAltar@ProtonMail.com</u>. In the event Client has made errors in completing one or more forms, Contractor shall send such form to Client for execution via Docusign for an additional charge to Client of **\$35/form**. Once we receive the paperwork we will reschedule the appointment for an additional fee of **\$85.00** dollars.

## ENFORCEMENT; GOVERNING LAW AND VENUE

In the event the Contractor employs counsel or other efforts to enforce your obligations under these policies, to the extent permitted by law, all of the reasonable attorneys' fees and expenses arising from such efforts, and any and all expenses, court costs and charges relating thereto, shall be an additional liability the Client owes the Contractor. These policies shall be construed, interpreted and enforced in accordance with the laws of the State of California without reference to California's choice of law rules. Any action brought under this Note shall be brought in the state or federal courts located in Los Angeles County, California.

## SPECIAL DISCLOSURE FOR APPOINTMENT CANCELLATIONS

I understand that, by scheduling an appointment with Deseret Tavares/The Mystic's Altar INC, I am filling a spot that could have been filled by another client, and I acknowledge that Deseret Tavares/The Mystic's Altar INC must dedicate time and resources to preparing for my appointment. I agree to provide at least 48 (forty-eight) hour notice before canceling or rescheduling an appointment, and I acknowledge that I will be charged a cancellation fee for failing to provide such notice. If I do not provide at least 48 (forty-eight) hours before canceling or rescheduling, I will be charged the full, agreed-upon fee for the originally scheduled appointment and an additional cancellation fee of **\$385.00**.

I acknowledge and agree (i) that all fees and payments are nonrefundable, (ii) that all fees are subject to change without notice, and (iii) with all of the policies and procedures set forth herein.

First Name	Last Na	me	Signature	
	Address		Date	
City	State	Zip Code	Country	