



## TERMS & CONDITIONS:

The below serve as the Terms and Conditions (also referred to as the “Terms”) that you fully agree to (\*\*including limitations on liability\*\*) when you do any of the following in relation to CEs for the Soul LLC d/b/a CE for the Soul (also referred to as “we” and/or “us” herein): use this website or any other affiliated website application, program, or platform; interact with us; engage us for programming; and/or participate in any activities, excursions, or programs we arrange or sponsor (collectively these are the “programming”). If you have any questions or do not agree, then you should not engage in any of the programming or other items described herein. This paragraph is a material part of our agreement with you, and you and we irrevocably stipulate that neither of us needs to sign or “execute” anything for these Terms to be effective. Terms may change over time, and your participation in programming will be governed by the Terms in effect at the time of your participation. These Terms will be interpreted and enforced pursuant to the laws of the Commonwealth of Pennsylvania. CONTACT INFORMATION Any notifications or other communications you wish to convey to us should be emailed to the contact information found on our website: [www.ceforthesoul.com](http://www.ceforthesoul.com) ORDER OF PRIORITY; CONFLICTS Other content or agreements which relate to your interactions with us are generally intended to be interpreted in harmony with these Terms. GENERAL DUTY TO USE GOOD JUDGMENT AND ACT IN GOOD FAITH You warrant and represent that you are capable of using and shall use good judgment with regard to your conduct, decision-making, and activities, whether related to this Website, programming, or any other items related to or involving you and us. Most of the programming shall involve some level of physical exertion, sometimes significant physical exertion, and you must and shall decide to participate in programming only if and to the extent you can reasonably participate and are comfortable doing so. You promise to not participate in programming if you are uncomfortable or unsure regarding the safety or appropriateness of participating. You promise to otherwise act in a manner which is respectful and safe toward others during and relating to programming and when participating in or being present at any of our sponsored, organized, or affiliated events or programs. Our CE programming should not involve any level of physical exertion but does involve your active participation and attention to the CE providers. WEBSITE AND SIMILAR ITEMS GENERAL USE OF THE WEBSITE. This Website, [www.ceforthesoul.com](http://www.ceforthesoul.com) (the “Website”) is owned by CEs for the Soul LLC, d/b/a CE for the Soul (“we”, “us”). By registering and/or using this Website, you agree to the following terms, rules, and regulations without limitation or qualification. If you do not agree to the Terms, please do not use this Website. These Terms contain important information about limitations of liability and resolutions of disputes. We may at any time revise these Terms. You are bound by such revisions and should therefore periodically review these Terms. MEASUREMENT OF USAGE. Your entry and usage of our site will provide us with demographic information that may be combined with site usage reports to profile users and their preferences in Website content and advertising. We use cookies to measure site usage and related information. We also keep track of your transaction from one



page to the next by employing cookies. Information is also gathered to measure the number of visitors to this Website and to each various page and section of the Website and details of searches performed. We also measure the usage of advertising banners and other related links. CEs for the Soul LLC Privacy Policy, found on the Website, for more information. **LINKS TO THIRD-PARTY SITES.** This Website may contain hyperlinks to websites operated by parties other than CEs for the Soul LLC. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. **YOUR WARRANTIES.** As a condition of your use of this Website, you warrant that: 1. you are at least 18 years of age or have the permission of your parent(s) or guardian to use this Website and provide information. 2. if you attempt or execute the use of any programming by or through CEs for the Soul LLC or this Website, you are at least 18 years of age and you possess the legal authority to create a binding legal obligation; 3. you will use this Website in accordance with these Terms; 4. you will only use this Website to for the legal and legitimate purposes it is intended; 5. all information supplied by you to us, via this Website or otherwise, is true, accurate, current, and complete; and 6. if you have an account with us, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the programming we offer, at any time and for any reason, including, but not limited to, for violation of these Terms. Any breach of these Terms by you may result in legal action taken by us. **PROHIBITED ACTIVITIES.** The content and information on this Website (including, but not limited to, price and availability of programming) as well as the infrastructure used to provide such content and information, is proprietary to us or our affiliates. While you may make limited copies of your own account and information, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or programming obtained from or through this Website. In addition, you must not: 1. make any fraudulent, speculative, or false statements, bookings, or other efforts using this Website; 2. use another's name, ID, or password without permission; 3. use the Website while impersonating another person; 4. post or transmit to or via the Website any unlawful, threatening, defamatory, libelous, obscene, indecent, inflammatory, or pornographic material or any material that could give rise to civil or criminal proceedings; 5. tamper with, hinder the operation of or make unauthorized modification to the Website; 6. delete data from the Website without our permission; 7. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website; 8. take any action that imposes, or may impose, in our discretion, an



unreasonable or disproportionately large load on our infrastructure; 3 9. link to any portion of this Website for any purpose without our express written permission; 10. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization; 11. knowingly transmit any virus or other disabling feature to the Website; 12. breach any third party's rights (including intellectual property rights and obligations of confidentiality owed to third parties) or infringe any laws in using this Website; 13. frame this Website as part of another site or cache this Website for commercial benefit; 14. attempt to do any of the above acts; or 15. knowingly permit another person to do the above acts. If your activities or account shows signs of prohibited activities, fraud, abuse, or suspicious activity, CE for the Soul may cancel any bookings or programming associated with your name, email address, or account, and close any associated CEs for the Soul LLC accounts. If you have engaged in any fraudulent activity, CE for the Soul reserves the right to take any necessary legal action and you may be liable for monetary losses to CE for the Soul, including litigation costs and fees as well as damages. To contest the cancellation of any account or programming, please contact CE for the Soul as set forth herein. **TERMINATION OF WEBSITE ACCESS.** We reserve the right to terminate or restrict your access to the Website or the programming at any time and in our sole discretion. If you have been notified by us that you are prohibited from using the programming, you no longer have a license to access and use the programming and any subsequent access or use by you or on your behalf shall be unauthorized and unlawful. We reserve the right to cancel any and all bookings or other transactions you have made using the programming after you have been prohibited from using the programming. **SUFFICIENT HEALTH, MEDICAL, PHYSICAL, MENTAL, AND EMOTIONAL CONDITION** You warrant and represent that you are in appropriate and sufficient good health and medical, physical, mental, and emotional condition to participate in the programming and to otherwise interact with us and that you have no problems or issues which would endanger you or others due to such participation. **INFORMED CONSENT AND ASSUMPTION OF RISK** Participating in programming will by the very nature of said programming lead to a certain level of physical exertion and physical activity, and sometimes lead to or involve certain mental or emotional conditions. You are hereby giving informed consent as to your participation in programming – whether activities, excursions or CE programs and interactions with us. By registering to participate in the programming, you assume the risk of any negative consequences which may reasonably result from the programming, including as a result of actions or inactions with us, other activity participants, or with third parties. If you are not aware of the risks which may come by participating in the programming, you should not participate until and unless you have sought and received information from us or others as applicable which allows you to have a fair and reasonable opportunity to know and understand said risks. Your participation in programming and voluntarily interaction with us is a certification by you that you understand all the risks, that you accept the risks, and that you knowingly decide to assume such risks and will not blame others for those risks or their consequences. **TRAVEL-SPECIFIC ITEMS. GENERAL.** You are



solely responsible for ensuring that you meet any applicable domestic or foreign travel requirements and that your travel documents, such as passports and visas (transit, business, tourist, and otherwise), are in order. We urge customers to review travel for prohibitions, warnings, announcements, and advisories issued by the relevant governments and/or agencies prior to booking travel. You recognize and accept that travel, especially travel outside of the United States, can be unpredictable and comes with a certain amount of risk. • **Passport and Visa.** You must consult the relevant Embassy or Consulate for this information. Requirements may change, and you should check for up-to-date information before booking and departure. We accept no liability if you are refused entry onto a flight or into any country due to your failure to carry the correct and adequate passport, visa, or other travel documents required by any airline, authority, or country, including countries you may just be transiting through or any inherent actions. This includes all stops made by the aircraft, even if you do not leave the aircraft or airport. • **Health and Sanitation.** Recommended inoculations for travel may change and you should consult your doctor and the CDC for current recommendations before you depart. It is your responsibility to ensure that you meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip. The World Health Organization provides health and sanitation information, resources, and recommendations on its website: <http://www.who.int/ith/en/> • **General Safety.** Somewhat depending on where you travel and how you get there, you could be subject to unsafe conditions or events, both manmade and naturally occurring. You should consider this when planning your travel and make all efforts to lower the risks of encountering any dangerous circumstances. By offering reservations for travel products, in particular international destinations, we do not represent or warrant that travel to such areas is advisable or without risk, and you agree that we are not liable for damages or losses that may result from travel to such destinations. You are responsible for making informed decisions as to all such matters and the consequences of those decisions. **SUITABILITY OF TRAVEL PRODUCTS AND PROGRAMMING.** We do not represent that any travel products, packages, or programming set out on our Website will be suitable for you. You release us from any claims in relation to the travel products, packages, and programming described on our Website, including but not limited to claims that the travel products, packages, and programming are not suitable. Service providers are independent parties over which we have no control. The information and description given about the service providers and their products are based on our inquiries and are believed to be accurate, but we cannot guarantee in respect thereof. **COSTS AND FEES.** In addition to the costs and fees information set forth on the Website or otherwise provided to you, you may be required to pay certain taxes, government fees, and other charges required by or payable to third parties. **CURRENCY RATES.** Your travel may involve the use of different monetary currencies and/or currency exchanges. Currency exchange rates are not controlled by us, and you will be solely responsible for addressing any issues relating to the exchange of currency related to your travel. **BANK AND CREDIT CARD FEES.** Some banks and credit card companies impose fees for



international transactions. If you are paying from outside of the United States on a U.S. credit card, your bank may convert the payment amount to your local currency and charge you a conversion fee. This means that the amount listed on your credit or bank card statement may be in your local currency and therefore may be a different figure than the figure shown on the billing summary page for the reservation booked on the Programming. In addition, a foreign transaction fee may be assessed if the bank that issued your credit card is located outside of the United States. Booking international travel may be an international transaction by the bank or card company, since we may pass your payment on to an international travel supplier. The currency exchange rate and foreign transaction fee is determined solely by your bank on the day that they process the transaction. If you have any questions about these fees or the exchange rate applied to your booking, please contact your bank. **SPECIAL NEEDS OR REQUESTS.** Should you have any special needs or requests, you must advise us before booking so such issues can be discussed and when possible, accommodated. If your special need or request is considered by you to be important or mandatory, please do not book until and unless the relevant issues have been confirmed that those needs can be accommodated. We generally try to accommodate reasonable needs and requests but cannot make any guarantees. Failure to meet any special need or request does not signify a breach of contract or duty on our part. **INSURANCE.** Many problems and scenarios can be insured against. We highly recommend that you take out insurance to provide adequate cover for medical expenses, personal accidents, loss of baggage, curtailment or cancellation of trip, or other relevant issues. Please note that there are exclusions to coverage of insurance. It is your responsibility to be familiar with the insurance coverage purchased and ensure that the coverage meets your wants and needs. **SUPPLIER RULES AND RESTRICTIONS.** Additional terms and conditions will apply to your purchase of travel-related goods and programming. Please read these additional terms and conditions carefully. Please ensure you read the full terms and conditions of carriage issued by the applicable supplier, which can typically be found on the supplier's website and/or any agreement you have with the supplier. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or programming. Airfare is only guaranteed once the purchase has been completed and the tickets have been issued. Airlines and other travel suppliers may change their prices without notice. We reserve the right to cancel your travel package if you are not in compliance with all necessary agreements and conditions. Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by CE for the Soul. You acknowledge that some third-party providers offering certain programming and/or activities may require you to sign their liability waiver prior to participating in the service and/or activity they offer. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or programming, in



your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation. **PREPAID HOTEL RESERVATIONS.** You acknowledge that, except as provided below with respect to tax obligations on the amounts we retain for our programming, CE for the Soul does not collect taxes for remittance to applicable taxing authorities. CE for the Soul does not act as a co-vendor with the supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by CEs for the Soul to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. The policies and rules with regard to your hotel reservations themselves are specifically controlled by the booking site and/or the hotel/villa itself, not CE for the Soul. You agree to pay any cancellation or change fees that you incur. In limited cases, some hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation. You agree to abide by the Terms of Use imposed with respect to your prepaid hotel reservations, whether set forth by CE for the Soul herein or by the booking site or the hotel itself.

## **REFUND POLICY:**

**AGREEMENTS AS TO REFUNDS AND ADJUSTMENTS** Your cancellation of participation in any programming or retreat will be impacted by the overall timing and circumstances. Please note that we take cancellations seriously as space is quite limited for CEs for the Soul retreats. Our cancellation and refund policy, which you irrevocably agree to when you book programming/retreat with us, is as follows: (a) cancellations made within 24 hours of booking result in a full refund to you, minus any credit card processing fees; (b) cancellations made more than 120 days from the retreat start date may transfer their retreat ticket to an open retreat within twelve months. See below for more information. (c) cancellations made 90 – 119 days before the start date of the retreat, result in a 50% refund to you; (d) cancellations made 60 - 89 days before the start date result in a 25% refund to you; (e) cancellations made less than 60 days from the start date will not be eligible for any refund. We do not offer any type of refund or credit if you arrive late, leave early, or only partially participate in an activity, excursion or program.

Cancellations more than 120 days from the retreat start date - you have the option to transfer your retreat ticket to any open retreat within twelve months for a per person fee of \$200 in addition to any price difference that is associated with the purchase price of the attendee's retreat and room choice. The transfer **MUST** be requested within 120 days before the retreat start date and is applicable to open space availability. We highly recommend travel insurance to cover you for any unforeseen events.



If you leave early or do not fully participate in the programming – it will affect your ability to obtain the full CEs provided for each retreat. We do give partial credit for the programming portions you attend. We offer the full credits for the entire retreat and its corresponding programming. Activities and excursions (e.g., those not part of the CE program) are not considered as not participating for full CE credits but are subject to the same cancellation terms. Therefore, it would be beneficial to make sure you are available for the full CE for the Soul retreat so you can benefit from the full CEs provided to you.

Photos may not accurately depict rooms or locations.

#### NEED TO COMPLETE AND PROVIDE ALL INFORMATION IN A TIMELY FASHION

You must complete and submit your signed Agreement and guest intake form on the day of booking. \*\*Failure to do so may be subject to an automatic cancellation by us which would result in the “Refunds” policy stated herein applying the same as if you had cancelled it yourself.\*\*

#### LIABILITY DISCLAIMERS AND LIMITATIONS; INDEMNIFICATION PROVISIONS

CE for the SOUL does not guarantee the accuracy of, and disclaims all liability for any errors or other inaccuracies relating to, the information and description of the hotel, air, cruise, car and other travel products and programming displayed on this Website (including, without limitation, the pricing, photographs, list of hotel amenities, general product descriptions, etc.). In addition, CE for the Soul expressly reserves the right to correct any pricing or value errors on our Website which mistakenly list an incorrectly low price or value and to correct any pending reservations made under an incorrect low price. In such an event, if available, we will offer you the opportunity to keep your pending reservation at the correct price. CE for the Soul does not guarantee the accuracy of any ratings, reviews, recommendations, or descriptions (including photographs, videos, etc.) displayed on this Website social media posts, or linked to via this Website. CE for the Soul and its respective suppliers make no guarantees about the availability of specific products and programming. CE for the Soul and its respective suppliers may make improvements and/or changes on the Website at any time. CE for the Soul and its respective suppliers make no representations about the suitability of the information, software, products and programming contained on this Website for any purpose, and the inclusion or offering of any products or programming on this Website does not constitute any endorsement or recommendation of such products or programming by CE for the Soul. All such information, software products, and programming are provided “as is” without warranty of any kind. CE for the Soul and its respective suppliers disclaim all warranties and conditions that this Website, its servers or any email sent from CE for the Soul and/or its respective suppliers are free of viruses or other harmful components. CE for the Soul and its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products and programming, including all implied warranties and conditions of merchantability, mental or physical fitness for a particular response, title and non-infringement. The carriers, hotels, and other suppliers or



travel programming or travel-related programming are independent entities from CE for the Soul and are not agents or employees of CE for the Soul. CE for the Soul is not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting there from. CE for the Soul has no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force major or other causes beyond its direct control, and it has no responsibility for any additional expenses, omissions, delays, re-routing or acts of any government or authority. In no event shall CE for the Soul and/or its respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this Website or with the delay or inability to access, display or use this Website (including, but not limited to, your reliance upon opinions appearing on this Website; any computer viruses, information, software, linked sites, products and programming obtained through this Website; or otherwise arising out of the access to, display of or use of this Website) whether based on a theory of negligence, contract, tort, strict liability, consumer protection statutes, or otherwise, and even if CE for the Soul and/or its respective suppliers have been advised of the possibility of such damages. All service providers, hotels, airline carriers, etc. providing travel and other programming to you, regardless of our involvement, are independent entities. We are not liable for the actions, omissions, errors, representations, warranties, negligence, breach of contract, personal injuries, death, property damage, or any other damages or expenses resulting from service providers. We have no liability and will not refund due to delay, cancellation, overbooking, strike, force majeure, terrorism, and any other causes that are beyond our direct control. We have no control and are not responsible for any additional expenses, delays, omissions, re-routing, or of acts of interference by the government or legal authorities. You agree that under no circumstances will we be liable for consequential damages, loss of opportunity damages, or any other type of special damages. You further agree that CE for the Soul is never liable for costs, fees, damages, or inconveniences incurred by you which are not the fault of CE for the Soul. If, despite the limitation above, CE for the Soul or its respective suppliers are found liable for any of your losses or damages, the liability of CE for the Soul and/or its respective suppliers will in no event exceed the fees you paid to CE for the Soul in connection with your transaction(s) with CE for the Soul. The limitations specified in this section will survive and apply even if our relationship with you is otherwise ended. The limitations of liability provided in these Terms inure to the benefit of CE for the Soul and/or its respective suppliers. INDEMNIFICATION. You agree to defend and indemnify CE for the Soul and/or its respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of: a) your breach of these Terms or the documents referenced herein; or b) your violation of any law or the rights of a third party; or c) your use of this Website; or d) your negligence,





willful or reckless disregard, or your intentional conduct; or e) your participation in the Programming; or f) your other interactions with us. **INTELLECTUAL PROPERTY ISSUES. GENERALLY.** Unless otherwise indicated by us, the Programming and all content and other materials therein, including, without limitation, all logos, designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, "Content") are the proprietary property of CE for the Soul or its licensors or users and are protected by U.S. and international intellectual property laws. **LIMITED LICENSE.** You are hereby granted a limited, nonexclusive, non-sub licensable right to access and use the Programming and Content; however, such right is subject to these Terms and does not include any of the activities listed in the **PROHIBITED ACTIVITIES** section of these Terms. **INTELLECTUAL PROPERTY INFRINGERS.** In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of terminating, in appropriate circumstances and in our sole discretion, the account of users who are deemed to be repeat infringers. We may also, in our sole discretion, limit access to the Programming and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. If you believe that an account holder or subscriber is an infringer, please provide information sufficient for us to verify that the account holder or subscriber is an infringer when filing your notice. **NOTICE OF INFRINGING MATERIAL.** If you believe that anything on the Programming infringes any copyright which you own or control, you may file a notification of such infringement with us. You should note that there are potential negative consequences if your notification is improper, inaccurate, and/or otherwise noncompliant. Those negative consequences may include you being liable for damages, including costs and attorneys' fees, incurred by us. **OTHER PROVISIONS. OUR RELATIONSHIP.** You agree that no joint venture, partnership, or employment relationship exists between you and CE for the Soul as a result of these Terms, the Activities, your use of the Website, or our other interactions with you. **EXAMPLES SOMETIMES USED; NON-RELIANCE ON SAME.** We may use representative examples of persons, locations, amenities, events, facilities, modes of transportation, itineraries, curriculum, etc., and these are used as examples only as opposed to being actual iterations of the same. Until and unless we clearly inform you in writing that a particular item applies to you and your programming, you shall not rely on the examples provided. **COMPLIANCE WITH LAWS.** Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the programming, or the information provided to or gathered by us with respect to such use. **LIMITATIONS ON TIME TO BRING CLAIMS.** To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the programming within three (3) years from the date on which such claim or action arose or accrued, or within the statute of limitations time period, whichever is shorter, or such claim or cause of action will be irrevocably waived. **SEVERABILITY.** If any



part of these Terms is found to be invalid, illegal or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity, legality and enforceability of the remaining provisions. You and we agree that if a court of law or other applicable body with jurisdiction is willing to do so, it may modify these Terms if doing so is necessary to effectuate the overall intent of these Terms. **NO WAIVER OF ENFORCEMENT.** Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future. **ENTIRE AGREEMENT.** These Terms (and any other terms and conditions referenced herein) constitute the entire agreement between you and CE for the Soul with respect to the programming and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and CE for the Soul with respect to the matters covered or referenced herein. Regardless of the above language, however, any explicit and specific other agreements between you and us which are formally acknowledged by you and us to apply to our relationship will not be disregarded. **ACCEPTABLE FORMAT.** A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. **RESERVATION OF RIGHTS.** Any rights not expressly granted herein are reserved. **DISPUTES.** You and we stipulate that the laws of the Commonwealth of Pennsylvania shall apply to any disputes regarding or relating to any claims or disputes between you and us. You and we agree that we must first make thorough, good faith attempts to informally resolve any disputes between us or related to these Terms. If we are collectively unable to do so within 60 days of the dispute arising, then any such dispute must be resolved by way of mandatory, binding arbitration instead of via litigation in the formal court system, with a possible, limited exception if emergency equitable relief must be sought before arbitration has been initiated. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis much of the same damages and relief as a court. Should there be a claim or other legal dispute between us, each side shall bear his or her own attorneys' fees, the filing party shall pay any filing fees, and you and we shall evenly split the costs and fees owed to the arbitration company and/or the arbitrator. Arbitrations will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA Consumer Rules, unless otherwise stipulated by you and by us. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Any such arbitration shall take place in Bethlehem, Pennsylvania and the courts located in Northampton County, Pennsylvania shall have exclusive jurisdiction to the extent that the dispute appropriately ends up in the formal legal system. Before initiating an arbitration proceeding, you must send a certified letter describing your claims and your intent to initiate arbitration to CEs for the Soul LLC, 539 Center Street, Bethlehem PA 18018. A party requesting arbitration must also provide a copy of the request to the AAA online at [www.adr.org](http://www.adr.org) or to the AAA office in, near, or responsible for Northampton County,



Pennsylvania. Any and all proceedings to resolve claims will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. The Federal Arbitration Act and Federal arbitration law apply to this agreement. An arbitration decision may be confirmed by any court with competent jurisdiction.

## **PRIVACY POLICY:**

**IN GENERAL.** You are not required to provide any personal information to us unless and until you choose to register, create an account, make a purchase, sign up for one of our e-mail newsletters, or otherwise engage in certain business or activities with us. We do not knowingly permit the CE for the Soul website or programming to be used by any person under the age of eighteen and we do not knowingly collect any personal information from children (meaning those younger than thirteen years of age). We receive and store any information you enter on our Website or give us in any other way. This includes information that can identify you ("personal information"), including your first and last name, telephone number, postal and email addresses, and billing information (such as credit card number, cardholder name, and expiration date). We may also request information about your hotel room preferences and frequent flyer and car rental program information. You can choose not to provide information to us, but in general some information about you is required in order for you to register as a Guest; book travel; complete a CE for the Soul profile; or initiate other transactions on our site or via our business. CEs for the Soul and this Website are governed by the California Consumer Privacy Act (CCPA).

**INFORMATION ABOUT OTHERS.** If you communicate with us regarding someone else through this Website, we may request personal information and travel preferences about that individual. You should obtain the consent of other individuals prior to providing us with their personal information and travel preferences. **INFORMATION FROM OTHER SOURCES.** We also may periodically obtain both personal and non-personal information about you from affiliated entities, business partners and other independent third-party sources and add it to our account information. Examples of information we may receive include: updated delivery and address information, purchase history, and demographic information. In addition, if you create an account with us via your social media account, link your account with us to your social media account, or use certain other CE for the Soul social media features, we may access information about you via that social media provider in accordance with the provider's policies. The information may include your name, email address, profile picture, gender, list of friends, and other information that you authorize us to receive. Depending on the privacy settings of you and your friends, we may access information that you provide to a social media provider regarding your respective locations ("Location Data") to provide you with relevant content. Please note that your Location Data may also be shared with your friends on a social media provider in accordance with your privacy settings for that social media provider. **AUTOMATICALLY COLLECTED INFORMATION.** We may automatically collect some information about your



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with the sponsor's privacy practices. In each case described in this section, CE for the Soul will only share your personal information after receiving your consent. You should know that when CE for the Soul shares your personal information with a third party under any circumstance described in this section, your personal information will become permanently subject to the privacy policy of the third party, and the third party will not be restricted by CE for the Soul's Privacy Policy with respect to its use and further sharing of your personal information. This sharing of information with third parties is typically, but not always, related to the booking of your travel.

**SUBMITTED CONTENT.** You may choose to voluntarily submit information to CE for the Soul in a number of different ways, information that CE for the Soul does not require you to provide; this is referred to as "Submitted Content". Please note that if you include personally identifiable information in your Submitted Content, it may be used and viewed by others. We are not responsible for the information you choose to include in your Submitted Content or for affording it privacy protections.

**HOW WE USE YOUR INFORMATION.** We may use sensitive billing information (such as cardholder name, credit card number, and expiration date) for the purpose of facilitating your participation in our programming. We may use other information about you for the following general purposes: a) to provide you with the products and programming you request; to provide you with travel confirmation and updates; b) to manage your account, including processing bills and providing travel notifications; c) to communicate with you in general; d) to respond to your questions and comments; e) to measure interest in and improve our products, programming, and Website; f) to notify you about special offers and products or programming that may be of interest to you; g) to otherwise customize your experience with this Website; h) to reward you as part of any reward and recognition program you choose to join; i) to solicit information from you, including through surveys; j) to resolve disputes, collect fees, or troubleshoot problems (at our discretion); k) to prevent potentially prohibited or illegal activities; l) to enforce these Terms and any other agreements with or relating to you; and m) as otherwise described to you. We may share your information with the following entities: Suppliers, such as hotel, airline, car rental, and activity providers, who fulfill your travel reservations. Throughout this site, all programming provided by a third-party supplier is described as such. By making a reservation or purchasing a travel package through this site, you are authorizing us to disclose to suppliers the information required to complete the booking and deliver the related travel. These suppliers are not controlled by CE for the Soul and personal information disclosed to them is subject to the applicable supplier's privacy policy and security practices. Therefore, we encourage you to review the privacy policies of any travel supplier involved in your travel and to directly contact those suppliers to revoke or restrict their usage of your information if you desire to do so. Third-party vendors who provide programming or functions on our behalf, including credit card processing, business analytics, customer service, marketing, distribution of surveys or sweepstakes programs, and fraud prevention. We may also authorize third-party vendors to collect information on our behalf, including as necessary to operate features of our Website or to facilitate the delivery of online advertising tailored to your



interests. Third party vendors have access to and may collect information only as needed to perform their functions and are not permitted to share or use the information for any other purpose. They are also required to follow the same data security practices that we ourselves adhere to. Business partners with whom we may jointly offer products or programming, or whose products or programming may be offered on our Website. You can tell when a third party is involved in a product or service you have requested because their name will appear, either alone or with ours. If you choose to access these optional programming, we may share information about you, including your personal information, with those partners. Please note that we do not control the privacy practices of these third-party business partners. Referring websites. If you were referred to this Website from another site (for example, through a link you clicked on another site that directed you to this one), we may share some information about you with that referring website. We have not placed limitations on the referring website's use of your personal information and we encourage you to review the privacy policies of any website that referred you here. Companies within our corporate family. We may share your personal information with our corporate affiliates. This sharing enables us to provide you with information about products and programming, both travel-related and other, which might interest you. To the extent that our parent company and corporate affiliates have access to your information, they will follow practices that are at least as restrictive as the practices described in this Privacy Policy. They also will comply with applicable laws governing the transmission of promotional communications and, at a minimum, give you an opportunity in any commercial email they send to choose not to receive such email messages in the future. We also may share your information as follows: In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us. When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of our company or this Website, our customers, or others; and in connection with these Terms and other agreements. In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy. We also may share aggregate or anonymous information with third parties, including advertisers and investors. For example, we may tell our advertisers the number of visitors our Website receives or the most popular vacation destinations. This information does not contain any personal information and is used to develop content and programming we hope you will consider of interest.

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**HOW COOKIES AND SIMILAR TECHNOLOGIES ARE USED ON THIS**



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