* This agreement (“**Agreement**”) is between Behold Retreats Limited and  (the “**Client**” or “You” and “Your”)
* The parties shall be collectively known as the “Parties” and individually a “Party”.

WHEREAS, Behold Retreats is engaged in the provision of Services with the aim of helping individuals who have hidden, unconscious emotional blockages that prevent them from realizing their full potential. The Client should always use the Services provided by Behold in conjunction with supervised professional psychiatric treatment when objectively necessary.

WHEREAS, the Client **desires** to engage Behold Retreats to perform a number of services (the “**Services**”) which may include diagnosis, coaching, and treatment by plant-based or other type of psychotropic treatment and aftercare.

NOW, THEREFORE, the Parties agree as follows:

**Section 1: Becoming a Behold Client**

Behold Retreats and Acceptance as a client. Behold will review the Client’s needs during the initial meetings between a Behold staff member and the Client. Behold staff are experienced coaches and therapists and are trained in the benefits of a wide variety of counselling, coaching, and natural plant-based treatments. After initial evaluation by the Behold team, Behold may draw the conclusion, in its sole discretion,  that it cannot help the Client and deny the Client any further Services. In event that Behold draws the conclusion that a Client cannot be helped by Behold all Fees paid by the Client for any non-rendered Services shall be returned to the Client within five (5) working days.

Behold Recommendations for Treatment. Behold staff are rigorously trained to help clients and are treatment agnostic. Behold staff will not recommend nor arrange treatment or treatments which lay outside internal Behold client guidelines for a particular diagnosis. Behold stakes its reputation in helping its Clients to a treatment regimen that is developed as the Client is assessed, not as requested by the Client. In the event of a dispute between Behold’s decision to withhold a particular treatment for the Client and any treatment that is requested by the Client, Behold shall, at its sole discretion, decide what, if any, treatment shall be given to Client. The Client may at any time refuse any treatment suggested for Client.

**Section 2: Term, Termination, Fees and Payment and Client Satisfaction**

**2.1** Term. This Agreement shall commence upon receipt of the first payment of program fees as they are invoiced to the Client.

**2.2** Termination. Behold Retreats may immediately terminate this Agreement at any time in sole discretion upon written notice to the Client if the Client is in breach of this Agreement or specific rules (“**Rules**”) which pertain to a regimen of treatment which shall be given by notice to the Client prior to the commencement of the provision of Services either remotely or at a Behold retreat center. The Client shall be asked to specifically acknowledge that he or she has read and is in agreement to abide by those rules whilst being treated by Behold.

**2.3** Program Fee. The fees (“**Fees**”) for Services rendered to the Client and subject to refund policies that are particular to Services rendered.

**2.4 Refund policy. Before signing this Agreement, you should be aware of Behold’s refund policy relating to the Services that you are purchasing. All Clients are strongly encouraged to purchase “Cancel For Any Reason” (CFAR) travel insurance when they purchase the Services from Behold to protect against loss of their investment.**

**Behold’s refund and rescheduling policy is outlined below:**

**a. . In the event that the Client needs to cancel or postpone their retreat within two (2) weeks of the scheduled start of the retreat for any reason, then no refund or reschedule will be allowed. The Client should refer to their CFAR travel insurance policy.**

**b. In the event that a Behold retreat is cancelled for reason of Force Majeure; including any relevant government prohibition (including, but not limited to travel restrictions), pandemic, act of war or other Act of God, then the Client shall be entitled to have their retreat rescheduled within 12 months and any further costs relating to medical clearance shall be waived.**

**2.5** Promotional Material. The Client may be asked to make a statement about his or her use of Behold Retreats Services. Public use of said statement for promotion shall be done with the express written consent of the Client.

**2.6** Client Satisfaction. In the event that the Client is not satisfied with the Services provided by Behold or its retreat partners, Behold will work to remedy any Client dissatisfaction. In the event that the Client is not satisfied and has followed the Behold program in a *bona fide* manner, including participation in all pre-retreat and post-retreat integration Services, Behold will work to remedy any dissatisfaction. The Client should contact their elevation manager or coach who will work to remedy any dissatisfaction.

**Section 3: Privacy, Liability, Indemnity, Disclaimer, and Insurance**

**3.1** Consent to Give and Use of Client Data The Client consents the use of his / her personal data provided to Behold in relation to Behold’s provision of the Services only, either provided by Behold or a Behold affiliate. Behold shall keep confidential and use on a ‘need to know’ basis Client’s information internally. The Client consents to Behold’s transmission of Client data to and from any independent contractors within its own network that have in turn covenanted to maintain Behold’s Client information confidential at the same or higher standard as this Agreement. Furthermore, Client agrees to allow for relevant information from Behold therapist coaching sessions to be shared with any retreat where the Client shall go to participate in treatment. Finally, Client gives express permission for the retreat to share any relevant information about the Client’s retreat with a Behold therapist or partner retreat center (affiliate) for the purposes of reintegration coaching or the provision of other Services.

**3.2** General Disclaimer and Disclaimer of Liability. Neither the Client nor Behold shall be liable to each other as a result of the Services rendered to the Client by Behold or any independent third party or affiliate. The nature of plant-based therapeutics can be unpredictable and individuals may have known or latent conditions which may lead to undesirable outcomes. Behold shall take all reasonable steps to insure quality care for Behold Clients at all times whilst the Client is in treatment by Behold either remotely or at a Behold affiliate retreat center. The ability of Behold to safely administer the Services to the Client requires that the Client give true and complete answers at all times to Behold personnel during the course of their treatment. Clients who have acknowledged or manifested psychotic, dangerously erratic behaviour, schizophrenia, bipolar or other related disorders and or known to have a pattern of seizures or other neurological disorders shall be precluded from any and all plant-based therapeutics. It is the responsibility of the Client to be truthful in the disclosure of any and all information in the Client onboarding and treatment processes. The Client expressly acknowledges that plant-based therapeutics can be dangerous and outcomes can be unpredictable that can in rare instances may result in death. Behold completely disclaims responsibility for any Services performed to and on behalf of any Client. The Client acknowledges that Behold is constantly working to update its knowledge of diagnoses, coaching, and treatments however no guarantees can be given to Client in terms of safety or outcomes. Certain treatments work differently on different individuals and the Client explicitly recognizes this. Results depend on the Client’s individual efforts, transparency and honesty in the diagnosis process, dedication to the treatment process, aftercare, and reintegration process to both attain and to maintain those breakthroughs achieved while working with Behold. The Client is solely responsible for any damage caused to himself/herself as a result of the Services provided by Behold or its affiliates and further indemnifies Behold against any claims for any type of damage brought against Behold by a third party on their own or the Client’s behalf.

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**3.3** Behold’s Duty to Inform. Behold reserves the right to inform any retreat for whom a Client has been booked, if it becomes aware either during or after the Client’s coaching sessions that the Client has been untruthful in the disclosure of any medical conditions that should preclude that individual from receiving any plant-based therapeutic treatments. After having informed or having learned of any dishonesty in your answers with regards to the disclosure of medical conditions, Behold may at its discretion withhold the provision of any further Services and will refund to you those monies, which at the sole discretion of Behold represent those monies that have not been consumed by the provision of any Services as of the date of notice to you that Behold shall terminate this Agreement for cause.

**3.4**. Insurance. Client shall be solely responsible and is strongly encouraged to purchase all medical and travel (“**Cancel For Any Reason**”)insurance required for themselves and their party for any travel and Services to be performed for the Client. Due to the innovative and unconventional nature of some types of plant-based therapy treatments offered by Behold partners, some insurers may refuse to cover certain treatments. Behold shall not be responsible for any Client loss whilst travelling to or from any affiliate treatment centre.

**3.5** Confidentiality. Both Parties agree to keep the contents of this Agreement and all Behold treatment materials and methodologies used in the provision of the Services confidential.

3.6 Non-disparagement. Both Parties agree not to make any publicly disparaging comments of the Client or Behold.  Both Parties acknowledge that such comments are harmful and may cause monetary and other non-quantifiable damages.

**Section 4: Miscellaneous**

**4.1.** Entire Agreement. This written Agreement comprises the entire agreement between the Parties with regards to the subjects of this Agreement. The Client is not relying on any oral or written representations to enter into this Agreement. Any modification of this Agreement shall only be valid if modified in writing by the Parties.

**4.2**. Governing Law and Jurisdiction. This Agreement and any disputes relating to this Agreement shall be governed and construed in accordance with the laws of Hong Kong and any court of competent jurisdiction shall have the right to hear any dispute between the Parties.

**4.4.** Severability. If any part or clause of this Agreement is found to be illegal or invalid by a court of competent jurisdiction, then that part or clause shall be struck out with the remainder of the clause and contract in force.

**4.5** Force Majeure - Covid-19. In the event that the Client is unable to travel due to Covid-19 restrictions placed by any airline, government or other related third party, Behold shall hold monies paid by Client to Behold for future use by Client at a Behold partner retreat only and without penalty. Client shall not be given a refund of any monies paid to Behold for reasons of Covid-10 force majeure.

Section 5 : Code of Conduct Relating to All Retreats

**5.1**    Refund for Early Departure. If the Client leaves a retreat premises before their reserved stay is over, no full or partial refunds shall be credited. The Client leaving is responsible for transportation once he has left from the premises.

**5.2** Unacceptable Behaviours. The following behaviors are unacceptable in all circumstances and will result in the Client being sent home without notice and without refund:

a. sexual harassment or sexual relations with any other retreat attendees or any retreat staff;

b. behavior that puts the Client or others’ lives at risk;

c. repetitive disruptive behaviors inside or outside the ceremony that creates discomfort for other guests, or  significantly interferes with the healing process of other guests;

d. use of any illicit substances or drugs of any kind taken to or consumed at the retreat venue; and

e. theft

**5.3**   Guest Information. Behold will not share any personal information relating to any guest without that guest’s explicit permission.

**5.4**   Refrain from Controversial Topics. The Client agrees to refrain from discussing politics or other controversial subjects that cause unease with other guests.

I acknowledge and agree that these terms and conditions govern my purchase of Services from Behold.

* Your Full Legal Name
* Today's Date \*

Date

* Sign and Submit \*

Clear