

1. Definitions:

In the following terms and conditions,

- 1.1. "Company" refers to Luke Coutinho Holistic Healing Systems Pvt Ltd.,
- 1.2. "Program" refers to service package offered by way of email or as mentioned in the Performa Invoice,
- 1.3. "Client" refers to the individual whose name appears in the order or performa invoice in relation to Programs(s) provided by the "Company",
- 1.4. "Program Term" refers to the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Program(s),
- 1.5. "Program Duration" refers to the specific time period for which the "Program" is valid,
- 1.6. "Program Fees" refers to the fees charged by the "Company" to render services in the "Program"
- 1.7. "Associates" refers to any employee(s) of the Company and/or Independent Contractor(s) and/or Service Provider(s) contracted by the Company

2. Purpose

2.1 These terms and conditions ("Terms") shall govern the transaction between the Company and the Client.

2.2 The Client acknowledges that the Company may engage other parties, namely its employees and/or third parties including Independent Contractors and Service Partners for the fulfilment of the Program as its Associates and the Client hereby consents to the Company disclosing, to the extent relevant, the Client's Personal Information and/or details of Program (s) availed by the Client to such Associates.

2.3 The Client acknowledges the receipt of the Terms and the Program(s) Terms, as applicable and agrees to be fully bound by the Terms and the relevant Program Terms.

3. Total Fees and Charges

3.1. The Company shall charge the Client, Program Fees as detailed in the Program Terms.

3.2. The Program Fee shall be payable in advance for the full Program Duration.

3.3. Activation of the Program(s) is subject to realization/receipt of the Program Fee.

3.4. The Program is non-transferable to another party

3.5 All Payments made to the program are non-refundable and non-transferable.

4. Obligations and Covenants of the Client

4.1. The Client undertakes that he/she shall strictly comply with the terms of usage contained in the Program Terms.

4.2. The Client acknowledges that the advice provided under the Program Term by the Company and its Associates is solely intended for the Client and cannot be used for any other individual

4.3. The Client acknowledges to provide complete and accurate information to the Company and its Associates as required for fulfilment of services under the Program Terms

4.4. The Client to inform the Company before the program begins if the Client wants to delay the start date of the program

4.5. Once the program begins the Client is allowed to put the program on hold only once during the tenure of the Program for a maximum period of two weeks.

5. Disclaimer

5.1. The Company is not a medical organization, and advice given under Program Terms including but not limited to recommended food plans or diets, workout or exercise plans, should not be misconstrued as medical advice, prescriptions, or diagnoses.

5.2. The Company advises the Client to consider the risks involved and consult with your medical professional before engaging in any physical activity. The Company is not responsible or liable for any injuries or damages the Client.

5.3. The Company and its Associates are not liable or responsible for any injury (including the aggravation, acceleration or recurrence of such an injury); the aggravation or acceleration of a disease; the diagnosis, aggravation, acceleration or recurrence of any other disease or condition; or death arising from or in connection with nutritional and exercise advice and dietary information provided in consultations, programs or other resources.

5.4. The Company and its Associates may recommend health supplements and nutraceuticals for which the Client can seek approvals and certifications. The Company does not force any Client to consume any supplements and any Program success does not solely depend on the consumption of the recommended supplements. The Client can seek advice from their medical practitioner before consuming any recommended supplements.

5.5 The Company's system of coaching is not a replacement for the clients medical treatment

5.6. The Company will never tell the client to use its system of program and replace the clients doctor's advice or medical treatment.

5.7. The Company will not make decisions for the client or clients family on whether to take medical treatment or not

5.8. The Company's program will coach the client on lifestyle, health and nutrition in accordance to the clients condition.

5.9. The company will never sell or suggest or claim products, pills, foods or methods that are 'magical' in nature and will take away the clients disease.

5.10. The Company respects medicine and also respects nature and the intelligence and healing power of the human body.

6. Confidentiality

The Company shall make reasonable efforts to ensure that the Personal Information of the Client is kept confidential and not disclosed to any third party except to the extent required for fulfilment of services.

7. Miscellaneous

7.1. The Company will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any parties with respect and in relation to rendering services under the Program Term.

7.2. The Agreement shall be governed by the laws of the Republic of India.

7.3. All disputes arising in connection with the Terms and/or the respective Plan Term(s) shall be finally settled by arbitration pursuant to the rules of the Arbitration and Conciliation Act, 1996, by one arbitrator appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language of the arbitration proceedings shall be English. The decision of the arbitrator shall be final and binding on the parties

7.4. The Company reserves the right to amend the Terms and/or the Program Terms and/or the features or pricing of the Programs. Upon such amendment such terms will become applicable immediately and will be intimated to the Client in due course. If the Client does not accept the amendment of the Terms and/or the Program Terms, he shall have the right to terminate Terms and the Program Terms.