

Product User Agreement

The Genie Way Limited Product User Agreement (the "Agreement") contains the terms and conditions which apply to your purchase and/or use of any of the products that you order from The Genie Way Limited, including but not limited to, books, DVDs, CDs, packages, manuals, webinars, meditations, and downloads, (collectively, the "Products"). By ordering and using any Products, you are agreeing to be legally bound by the Agreement. If you do not agree with the terms and conditions of the Agreement, please do not purchase any of the Products offered by The Genie Way Limited. These terms may be updated from time to time without notice to you. You should review TheGenieWay.com website periodically for changes to these terms.

TERMS & CONDITIONS:

- 1. The information presented on the Products is educational in nature and is provided only as general information and is not medical or psychological advice. You agree to follow the instructions and advice accompanying any of the Products. It is preferable that you use the Products at a time and in a place where you will not be disturbed and you can focus on the material.
- 2. By purchasing and using the Products you will be introduced to information about Meridian Tapping ("Tapping"), an innovative energy-oriented method based on the newly emerging field of energy psychology. The prevailing premise of Tapping is that the flow and balance of the body's electromagnetic and more subtle energies are important for physical, spiritual, and emotional health, and for fostering well-being. Tapping uses the ancient Chinese meridian system to balance the energy system with a gentle tapping procedure which stimulates designated meridian end points on the face and body while focusing on issues of emotional intensity in order to release the intensity and reframe the issues. Tapping has several applications, including use as a self-help tool, a coaching method, and as a therapeutic treatment when used by qualified health care professionals. You understand the Products are designed solely for your own personal, noncommercial home use as an educational self-help tool.
- 3. Although Tapping appears to have promising mental, spiritual, and physical benefits, Tapping has yet to be fully researched by the Western academic, medical, and psychological communities and therefore, is considered experimental. Tapping is self-regulated and it's considered to be alternative or complementary to the healing arts that are licensed in the United States. Due to

the experimental nature of Tapping and because it is a relatively new healing approach and the extent of its effectiveness, as well as its risks and benefits are not fully known, you agree to assume and accept full responsibility for any and all risks associated with purchasing and using any of the Products.

- 4. You understand that purchasing and using any of the Products does not create a client-coach or any other type of professional relationship between you and The Genie Way Limited and should not be relied upon as medical, psychological, coaching, or other professional advice of any kind or nature whatsoever. While the developers and producers of the Products have extensive experience as Tapping practitioners, they are not psychologists, physicians, or other licensed professional health care providers.
- 5. Any information presented on the Products about Tapping is not intended to represent that Tapping is used to diagnose, cure, treat, or prevent any medical problem or psychological disorder nor is Tapping intended as a substitute for seeking professional health care advice. In addition, you understand using the Products is <u>not</u> to be considered a recommendation that you stop seeing any of your health care professionals or using prescribed medication, if any, without consulting with your health care professional, even if after using any of the Products it appears and indicates that such medication or treatment is unnecessary. The Genie Way Limited strongly advises that you seek professional advice as appropriate before making any health decision, including using Tapping.
- 6. Although people report having positive experiences with Tapping, please be advised it's possible to experience an adverse emotional or physical reaction and additional unresolved memories may surface which could be perceived as negative side effects. It's also possible to experience some emotional distress and/or physical discomfort related to stressful or traumatic experiences you may have had earlier in your life. In addition, Tapping can result in previously vivid or traumatic memories fading, which could adversely impact your ability to provide detailed legal testimony regarding a traumatic incident. If you inadvertently experience any emotional distress or physical discomfort while Tapping, especially if you are pregnant, you are advised to stop and to seek professional care, if appropriate.
- 7. You acknowledge The Genie Way Limited, owns all right, title, and interest, in and to the Products, including intellectual property rights, and the copyrights therein. Except as expressly authorised, you may not copy, adapt, alter, reproduce, modify, retransmit, rent, lease, loan, sell, publish, distribute,

- disseminate, broadcast, communicate or make available to the public the Products, in whole or in part, or create derivative works of the Products.
- 8. As provided in Paragraph 2 above, you are prohibited from using the Products for any commercial purpose. You may not make and/or distribute copies of the Products. If you are a practicing Tapping practitioner, you may use the Products solely for the purposes of your own professional development, which means: you may use the Products as reference materials and suggested scripts for your own one-on-one Tapping sessions with clients in accordance with acceptable practices; in accordance with Paragraph 7 above, you are prohibited from making available or distributing copies of any Products to your clients without express written consent from The Genie Way Limited.
- 9. THE PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES FOR A PARTICULAR PURPOSE. Therefore, by using the Products, you understand The Genie Way Limited makes no warranty, guarantee, or prediction regarding any outcome from you using Tapping for any particular issue. You understand The Genie Way Limited accepts no responsibility or liability whatsoever for the use or misuse of any of the Products.
- 10. You represent that you're competent and able to understand the nature and consequences of using the Products and that you are an adult under the laws of the state of your residence. If you are a parent or legal guardian agreeing to the Agreement for the benefit of a minor, be advised that you are fully responsible for said minor's use of any of the Products, including all financial charges and legal liability that said minor may incur.
- 11. You agree and understand the Agreement is intended to be a complete unconditional release of liability and assumption of risk to the greatest extent permitted by law and that if any portion hereof is held invalid, it is agreed that the balance of the Agreement shall continue in full force and effect. The Agreement sets forth the sole and entire understanding of the parties hereto relating to the subject matter hereof. Any and all matters in dispute between the parties to the Agreement, whether arising from or relating to the Agreement itself, or arising from alleged extra-contractual facts prior to, during, or subsequent to the Agreement, including, without limitation, fraud, misrepresentation, negligence or any other alleged tort or violation of the contract, shall be governed by, construed, and enforced in accordance with the laws, without regard to conflicts of law

doctrines and regardless of the legal theory upon which such matter is asserted

12. By purchasing any of the Products you knowingly, voluntarily, and intelligently assume all risks, including any adverse outcome that might result from your use of the Products. You agree to forever fully release, indemnify, and hold harmless, The Genie Way Limited it owners, members, principals, staff members, employees, consultants, agents, representatives, and others associated with The Genie Way Limited from any claim or liability whatsoever and for any damage or injury whether personal, financial, emotional, psychological or otherwise, which you may incur arising at any time out of or in relation to your use of the Products.