

Terms of Agreement and Certification:

HP Practitioner Training Program

Please read the following statement and sign acknowledging that you have read and that you agree. In order to receive your certificate, we must have your signed statement on file. Sign and email this statement to RealImmunityts@gmail.com.

DISCLAIMER

The relationship between us (The Company) and you (The Certified Party) is not of prescribers and patient, but as educator and student. Homeoprophylaxis (HP) does not “treat” or “prevent” illness; it addresses the entire person in wholeness, as an educational process, not a medical treatment. Claims herein are not intended to be interpreted as medical advice. Claims are not based on “accepted” medical evidence. Statements regarding HP are not evaluated by the FDA. Products sold are not intended to diagnose, treat, cure or prevent any disease. It is advised that users of these products consult their healthcare practitioner for medical advice and treatment. Anyone seeking “vaccination” should visit www.cdc.gov or consult with a licensed healthcare provider.

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. By receiving instruction, you signify your consent to these terms of use.

Your access to and use of these materials, as well as all related to REAL VITALITY (RV) (also referred to as the Company) which includes www.realvitality.org is subject to the following terms and conditions (“Terms of Use”) and all applicable laws. You accept, without limitation or qualification, the **Terms of Use**:

1. You agree that all content, videos, training materials, products, services and/or other materials, made available are the property of RV. You agree that such Company Content shall include all proprietary videos, HTML/CSS, graphics, voice, and sound recordings, photos, documents, and text as well as all other materials included in the training, excluding only the materials you provide. Subject to your compliance with these Terms of Use, the Company hereby grants you a limited license, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the materials solely for your personal purposes. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of RV and may be subject to monetary damages and penalties.
2. All Content, such as text, data, graphics files, videos, and other materials contained in the Training, are copyrighted unless otherwise noted and are the property of RV. No such materials may be used except as provided in these Terms.

3. The recording of any of the contents of this course is strictly prohibited.

4. Certification qualifies you to provide one-on-one homeoprophylaxis education to families or individuals as taught in the training. Selling kits or products without proper instruction is strictly prohibited. (Should you need information beyond your training to support the use of an HP product, we offer additional training that you can contact us about.) Conducting training sessions to qualify other professionals or individuals to administer homeoprophylaxis is strictly prohibited.

5. Using your certificate to refer to yourself as a professional homeopath, or to represent yourself in ways *not specifically outlined by our program* or in these terms is STRICTLY PROHIBITED and may result in the loss of your certificate. Conducting your program in ways *not specifically outlined by these terms* or training is STRICTLY PROHIBITED, and may result in the loss of your certificate. Making claims regarding HP *in conflict with what is taught in this training program* is STRICTLY PROHIBITED and may result in the loss of your certificate.

6. We recommended all who purchase HP products and education from you take our [virtual HP class](#) covering the basics of HP. This class provides the proper education and support for using HP, answers most questions that you will encounter regarding HP, and ensures they are properly used. We provide that class on our site at realvitality.org for only \$1.

7. To ensure consistency and reliability of remedies, you agree to purchase HP kits through Real Vitality. You are not authorized to provide kits without also providing proper education, as detailed in the program. Distribution of kits without proper education is strictly prohibited. Information on how to order from can be found in the course materials.

8. The Certified Party agrees that he or she shall not re-label or modify the contents or appearance of any items or materials, including but not limited to HP kits and educational materials, that are obtained from RV and provided to third parties.

9. Refunds are prohibited.

10. While the Company uses reasonable efforts to include accurate and up-to-date information in the Training, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content.

11. The Company will not intentionally disclose any personally identifying information about The Certified Party to third parties, except where RV, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use.

12. RV SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE PROBLEMS CAUSED BY THE CERTIFIED PARTY (including, for example, your web site content, Stripe payment

services, your educational content, or advertising). ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY YOU. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MISREPRESENTATION.

13. IN NO EVENT SHALL RV BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, MISINFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS.

14. You agree to indemnify and hold the Company and each of its directors, employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share, (iv) any services that the Company may provide, and (v) your conduct in connection with RV or the services or with other users of the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide RV with such cooperation as is reasonably requested by the Company.

15. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Cataraugus County, New York. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

16. The Certified Party also agrees that the provisions above shall remain in effect and valid for as long as the Certified Party remains certified and conducting business and providing services. All other provisions of this Agreement shall survive termination of certification and this Agreement.

I understand and agree to these terms:

Print Name

Signature

Date