



CONSCIOUS HEALTH ALLY  
Connecting mind, body and medicine  
J I L L W E N E R , M D

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## **TERMS OF SERVICES**

### **SERVICES**

Jill Wener, MD | Physician, Vedic Meditation Teacher, Public Speaker (dba Conscious Health Ally) (hereinafter referred to as “Company” or “Party”) agrees to provide the educational, consulting, meditation instruction, and coaching services under the Conscious Health Ally Program (hereinafter referred to as “Program”) to you (“Client” or “Party”). Client agrees to abide by all policies and procedures as outlined in this agreement (“Agreement”) as a condition of his or her participation in the Program.

### **PROGRAM FEATURES**

- a) 6 hours of one-on-one coaching sessions with Jill Wener, MD
- b) Weekly 15-minute check-in telephone calls during the weeks between coaching sessions referenced in (a)
- c) 6 hours of Conscious Health Meditation instruction (community course included in Program, may elect a private course in Conscious Health Meditation at an additional fee)
- d) Review of medical records, if requested (Please See attached Release Form)
- e) Communication with primary care doctor, if requested (Please See attached Release Form)
- f) Education about, and referrals to, alternative health practitioners (as indicated)
- g) Unlimited e-mail access to Jill Wener, MD (after program is completed, email access may continue for meditation-related topics but will no longer continue for stress-related health issues)
- h) Access to weekly group meditations
- i) Access to audit future Conscious Health Meditation courses
- j) Initial consultation and intake evaluation with Jill Wener, MD
- k) Written goal plan that must be accepted in writing by the Client before beginning the Program

### **TERM OF PROGRAM**

The Term of the Program and this Agreement is based on a six (6) month term, with the understanding that some Clients may not be available to complete the six (6) hour Program in six (6) months. The term may be extended upon the option of the Program to no longer than nine (9) months. Any such extension will not impact the terms of the payment plan. The term of the Program will commence upon the execution of this Agreement and concluding six (6) months from the date of execution, unless earlier terminated as set forth in this Agreement. Following any termination or expiration of this Agreement, Client understands that the Program services, including any consulting or coaching services thereunder, shall cease. If the Parties mutually agree to continue their relationship, following any termination or expiration of this Agreement, a separate written agreement will be entered into by the Parties.

### **FEES**

The total fees for the Program are Three Thousand, Two Hundred Dollars (\$3,200.00) (the "Program Fee"). Client may elect to pay the Program Fee by one of the following methods:

- (1) Up Front Payment--A payment of Three Thousand Dollars (\$3,000.00)
- (2) Payment Installments—A Two Hundred Dollar (\$200) initial deposit due upon execution of this agreement, and Six (6) monthly payments of Five Hundred Dollars (\$500.00) on the first day of each subsequent month for six (6) months.

### **METHODS OF PAYMENT**

If Client elects to pay the Program Fee via Up Front Payment, Client may make payment by credit card, debit card, Venmo, Google Wallet, Chase QuickPay, Square or bank check. If Client elects to pay the Program Fee via Payment Installments, Client hereby authorizes Company to charge the Client's credit card for the Program on a monthly basis on the first day of each such month.

Client will provide Company with valid and updated credit card information. Client shall provide and maintain accurate and complete billing and contact information to Company and shall notify Company of any changes to such information. Any and all credit card charges must be paid in full by the applicable payment due date. If the full payment is not received within five (5) days of the applicable due date, a late fee of 1.5% will be assessed on amount due.

### **NO REFUNDS**

***There are absolutely no refunds for the entirety or any portion of the Program Fee. Any cancellation or termination of the Agreement, for any reason, will not relieve the Client of its obligation to pay any unpaid remainder of the Program Fee.***

Client acknowledges that 1) the Program is a limited availability, highly exclusive, highly personalized, hands on educational wellness program; 2) that the Company invests substantial resources to configure the Program specifically for the individuals that enroll therein; 3) that the Company, due to the unique and highly bespoke nature of the Program, cannot substitute another enrollee in the event Client terminates this Agreement or otherwise exits the Program; and 4) the company cannot mitigate damages by reselling the Client's program enrollment to any third-party. Client further acknowledges that due to the foregoing, the Company no refund policy is supported by good and adequate consideration and is reasonable and not a penalty. Client further acknowledges that it has the financial means to absorb the entire loss of the Program Fee, as a result of any early cancellation or termination of the Agreement.

### **CLIENT RESPONSIBILITY**

Client agrees to perform all tasks assigned to Client in connection with the Program and to provide all assistance and cooperation to Company in order to complete the Program on a timely and effective basis.

### **CANCELLATION POLICY**

There is a 24-hour cancellation policy for all 1:1 coaching sessions. Client agrees to notify Company via email, phone or text within 24 hours of any anticipated missed session(s), or session(s) will be forfeited. Exceptions due to emergencies are at the discretion of Company.

All 4 sessions of the 4-Part Course in Conscious Health Meditation are required, and must be attended on sequential days. In the event of an emergency, Client will be re-scheduled to take the 4-Part Course at a subsequent date.

### **INTELLECTUAL PROPERTY**

"Company Property" includes all data, trade secrets, inventions, methods, know-how, copyrights, trademarks, service marks, patents issued or pending, properties or materials of any kind or nature whatsoever which were, developed or created by Company. Company shall retain all right, title and interest in and to the Company Property, and all derivative works thereto, including, without limitation, any rights under any laws relating to copyrights, patents, trade secrets and other proprietary rights. Company Property shall not be copied, used, modified or distributed for any purpose by Client other than as expressly authorized in this Agreement in connection with the Program. No license to sell or distribute Company's materials is granted or implied. Client agrees that any Company materials provided by Company to the Client are solely for Client's own personal use. Any disclosure of such Company materials to any third party by Client is strictly prohibited.

## **CONFIDENTIALITY**

The Company respects Client's privacy and Client hereby agrees to respect the Company's privacy.

All information relating to or provided by Client, except that in the public domain, including any information designated as proprietary or confidential (such as medical records), will be held in confidence by Company and will not be disclosed or used by Company except to the extent that such disclosure or use is reasonably necessary to provided services in connection with the Program

All information relating to Company that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

## **WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

This Program is not a medical practice. Client understands that neither Company nor its personnel, including but not limited to Jill Wener, MD (herein referred to as "Consultant"), are acting in a capacity of doctor, therapist, or psychotherapist. Client understands his or her participation in the Program will not treat or diagnose any physical or mental illness, and if they should experience any such issues or symptoms, they should seek the advice of their registered physician or other practitioner. Consultant cannot and will not prescribe/ discontinue any medications, treatments or imaging studies. Consultant will not perform or prescribe any medical procedures.

Client understands that they may be referred to alternative health and wellness professionals at the discretion of Consultant, and that these alternative health and wellness professionals and services are not part of Company. In addition, Client understands that neither Company nor Consultant are responsible for any results, or lack of results, due to treatments or therapeutic modalities offered, or lack of treatment offered, by any of these alternative health and wellness professionals.

Client understands that neither Company nor Consultant has promised, shall not be obligated to and will not: act as a therapist providing psychoanalysis or psychological counseling.

Client acknowledges and agrees that Client's use of Company's services is at his or her own risk and that Program is only an educational service. Company makes no representations, warranties or guarantees regarding Client's health, wellness, function, or performance. Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. Client acknowledges that there is no guarantee that Client will reach their goals as a result of participation in the Program.

All services provided under this Agreement are provided to Client "as is," "with all faults," and "as available" basis. Except as specified in this Agreement, neither Party makes, and each Party expressly disclaims, any and all warranties, express or implied, in regard to any information, product, or service furnished by it under this Agreement, including without limitation any and all implied warranties of merchantability or fitness for a particular purpose.

The aggregate liability of a Party to the other for any cause of action or claim (whether under contract, tort, or otherwise) shall be limited to the amount of fees to be paid to Company by Client hereunder. Both Parties agree that this Agreement, including, without limitation, the charges to be paid by Client hereunder and the limitations set forth in this section, reflects the allocation of risk understood and agreed to.

### **INDEPENDENT CONTRACTOR**

Nothing in this Agreement is to be construed as creating a patient-doctor relationship, or any other similar relationship. Neither Consultant nor Company are responsible for Client's health and wellness decisions or outcomes.

### **FORCE MAJEURE**

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

### **MISCELLANEOUS**

**1) NON-DISPARAGEMENT.** The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage.

**2) ASSIGNMENT.** This Agreement may not be assigned by either Party without express consent of both Parties.

**3) TERMINATION.** Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program, if Client becomes disruptive, fails to cooperate with Company, or is in breach of this Agreement, without refund of any monies paid towards the Program Fee, and if Client elected to pay the Program Fee via Payment Installments, Client shall still be obligated to pay Company the remaining balance of the Program Fee. Client may

terminate the Agreement at any time, but expressly subject to the no refund policy set forth in section above entitled “No Refunds.”

**4) INDEMNIFICATION.** Client shall defend, indemnify, and hold harmless Company, Company’s officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney’s fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the use of alternative health and wellness professionals, excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors.

Client shall indemnify and defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that the Consultant and all of the Company’s shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions or representations of the Company.

**5) RESOLUTION OF DISPUTES.** In any dispute over the provisions of this Agreement, except for non-payment by Client, if the Parties cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the Parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the Parties, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any Party may commence arbitration of the dispute by sending a written request for arbitration to all other Parties to the dispute, except that any such request must be submitted within one (1) year of the closing of the previous mediation process. The request shall state the nature of the dispute to be resolved by arbitration, and, if all Parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such Parties receive a copy of the written request.

All Parties shall initially share the cost of arbitration, but the prevailing Party or Parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the Parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

**6) GOVERNING LAW/VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America. Exclusive jurisdiction and venue for any disputes under this Agreement shall be in Georgia.

**7) EQUITABLE RELIEF.** In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.

**8) NOTICES.** Any notices to be given hereunder by either Party to the other may be effected by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested, or by overnight courier service. Mailed notices shall be addressed to the Parties at the addresses appearing below. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing. Notice addresses and contact persons for the Parties are as follows:

To Client:           Name: \_\_\_\_\_  
                          Address: \_\_\_\_\_  
                          \_\_\_\_\_  
                          Phone: \_\_\_\_\_  
                          Email: \_\_\_\_\_

To Company: Jill Wener, MD | Conscious Health Ally  
                  1963 Hosea L Williams Dr SE, Ste R104-A  
                  Atlanta, GA 30317

**9) BINDING AGREEMENT.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, executors, administrators, successors and permitted assigns. Waiver of any breach or the failure to enforce any provision hereof shall not constitute a waiver of that or any other provision in any other circumstance.

**10) SEVERABILITY/WAIVER.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

**11) ENTIRE AGREEMENT.** This Agreement constitutes and contains the entire agreement between the Parties with respect to its subject matter, supersedes all previous discussions, negotiations, proposals, agreements and understandings between them relating to such subject matter, and may not be modified, amended, or discharged, nor

may any of its terms be waived, except by an instrument in writing signed by both Parties in duplicate.

**12) COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, together, will constitute one and the same instrument. The Parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

Agreed to and by:

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Print Name

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Signature and Date

Counter-signed by Jill Wener, MD (Jill Wener, MD | Physician, Vedic Meditation Teacher, Public Speaker)

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Signature and Date

**MEDICAL RELEASE FORM**

**Please initial the following statements to indicate your express written consent:**

- 1. I agree to the release of my medical records. \_\_\_\_\_ (initial)**
- 2. I agree to take custody of my medical records. \_\_\_\_\_ (initial)**
- 3. I hereby request and grant permission for Jill Wener, MD to discuss my medical history and all related diagnoses, as well as any current progress, goals and discussions from my Conscious Health Ally sessions, with my primary care doctor. \_\_\_\_\_ (initial)**

The name of my primary care doctor is: \_\_\_\_\_

The contact information for my primary care doctor is:

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



**4. If I am under the regular care of a psychiatrist (one or more times per month), I request and grant permission for Jill Wener, MD, to discuss my psychiatric history and all related diagnoses, as well as my participation in Conscious Health Ally, with my psychiatrist.**  
\_\_\_\_\_ (initial)

The name of my psychiatrist is: \_\_\_\_\_

The contact information for my psychiatrist is:

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Agreed to and by:

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Print Name

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Signature and Date

Counter-signed by Jill Wener, MD (Jill Wener, MD | Physician, Vedic Meditation Teacher, Public Speaker)

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Signature and Date