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### **Marigold Healing Society Membership, Liability, Disclaimer and Privacy Agreement**

The following information is required for membership of each member to use Marigold Healing products and services. Changes to this information can be directed to the Marigold staff for updating annually.

FIRST NAME		
LAST NAME		
DATE OF BIRTH		
ADDRESS		
CITY	STATE	ZIP
CELL PHONE		
HOME PHONE		
EMERGENCY POC NAME		
EMERGENCY POC PHONE NUMBER		
PAYMENT INFORMATION FOR BILLING		
BILLING ADDRESS IF DIFFERENT THAN MAILING ADDRESS		
WHAT BRINGS YOU TO MARIGOLD HEALING? GOAL?		

## Membership Agreement

Membership of Marigold Healing Society and its projects (Marigold Healing Center and others) entitles each member to enjoy the goods and services it provides to all members. We are a faith based ministry that offers our members services and limited products using the natural healing, nature Each person is required to be a member before purchasing goods or services. Marigold Healing Society has a large vision to heal the world by offering technology, healing modalities, workshops, products, etc. that enable healing in the body and production and/or education of holistic food sources to its community members that join. By joining Marigold Healing Society, a Private Membership Association and/or any associated website, social Media platform/group or other forum started by, created by, maintained, or organized by the Association. I agree to the terms and conditions of Marigold Healing Society, a Private Membership Association, Agreement as follows.

**Private Membership Association.** This Association of members declares that our objective is to allow the Private Membership Association founders and all Private Membership Association members with a platform in which to conduct all manner of private business with the Association and with other Associations and Association members, keeping all business in the private domain and utilizing the protections guaranteed by the Universal Declaration of Human Rights (UDHR), the Constitution to conduct business in private and to provide a platform for members to conduct business in the private domain under all protections acknowledged and guaranteed by the Constitution of the UNITED STATES, and any previous protections guaranteed.

- We believe that the Holy Scriptures, the Universal Declaration of Human Rights (UDHR), the Constitution of the United States of America, the various constitutions of the several states of the union, and the Charter of Rights of Canada guarantees our members the rights of absolute freedom of religion, free speech, petition, assembly, and the right to gather together for the lawful purpose of helping one another in asserting our rights protected by those Constitutions, Charter and Statutes, in addition to the rights to be free from unreasonable search and seizure, the right to not incriminate ourselves, and the right to freely exercise all other unalienable rights as granted by our creator, our almighty God and guaranteed by those Constitutions, Charter, and Statutes.
- WE HEREBY Declare that we are exercising our right of “freedom of association” as guaranteed by the Universal Declaration of Human Rights (UDHR), the Constitution of the United States of America and equivalent provisions of the various State Constitutions, as well as the Charter of Rights of Canada. This means that our Association activities are restricted to the private domain only and outside of the jurisdiction of government entities, agencies, officers, agents, contractors, and other representatives as provided by law.
- We declare the basic right of all of our members to decide for themselves which Association members, irrespective of any licenses or certifications a member may or may not possess, could be expected to give wise counsel and advice concerning all matters including, but not limited to physical, spiritual, and mental health care

assistance, law, research, and any other matter and to accept from those members any and all counsel, advice, tips, whom we feel are able to properly advise and assist us.

- We expect the freedom to choose and perform for ourselves the types of therapies and treatments that we think best for diagnosing, treating and preventing illness and disease and for achieving and maintaining optimum wellness, as well as the freedom to choose for ourselves any types of assistance which may be made regarding law and any other private business activity. I waive all rights for liability to Marigold Healing Society or its projects. I willingly choose to partake in its services and without duress and can end my membership at any time by notifying the Manager of Marigold Healing Center to end my membership.
- The mission of this Association is to provide members with a forum to conduct business between members in the private domain with the protection guaranteed within the aforesaid Constitution and Charter remaining fully intact.
- The Association will recognize any person(s), natural or otherwise (irrespective of race, color, or religion) who have joined this Association or any social media group organized, created, or managed by this Association and is in agreement with these principles and policies as a member of this Association, providing said person has not been sanctioned, exercised, or otherwise banned by the association, and will provide a medium through which its individual members may associate for actuating and bringing to fruition the purposes heretofore declared.
- Membership to this Association, "Marigold Healing Society", and any of its groups or projects, i.e. Marigold Healing Center, may be terminated by the association Trustees or their designee, at any time, should they conclude that a specific member is interacting with them or any other members in a way that is contrary or detrimental to the focus, principles, and betterment of this Association.
- I understand that, since The Association is protected by the First and Fourteenth Amendments to the Constitution of the United States of America, it is outside the jurisdiction and authority of Federal and State Agencies and Authorities concerning all complaints or grievances against The Association members or other staff persons. All rights of complaints or grievances will be settled by an Association designee, committee, or tribunal and will be waived by the member for the benefit of The Association and its members. By agreeing to this membership form I agree that I have sought sufficient education to determine that this is the course of action I want to take for myself.
- I agree to join Marigold Healing Society, a private membership association under common law, whose members seek to help each other achieve better health and good quality of life. I am voluntarily changing my capacity from that of a public person to that of a private member. My activities within The Association are a private contractual matter that I refuse to share with the Local, State, or Federal investigative or enforcement agencies. I fully agree not to pursue any course of legal action against a fellow member of The Association, unless that member has exposed me to a clear and present danger of substantive evil, and upon the recommendation and approval of the Association.
- I enter into this agreement of my own free will without any pressure or coercion. I affirm that I do not represent any Local, State or Federal agency whose purpose is to regulate

and approve products or services, or to carry out any mission of enforcement, entrapment or investigation. I have read and understood this document, and my questions have been answered fully to my satisfaction. I understand that I can withdraw from this agreement and terminate my membership in this association at any time, and that my membership can and will be revoked if I engage in abusive, violent, menacing, destructive or harassing behavior towards any other member of The Association. These pages consist of the entire agreement for my membership in The Association.

**Copyrights/Trademarks.** The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are property and trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Service are the trademarks of their respective owners. We comply with the copyright notice-and-takedown procedures set out in the United States Digital Millennium Copyright Act (DMCA), which applies to content reported and removed for violating U.S. copyrights. Please note that any notice or counter-notice you submit must be truthful and must be submitted under penalty of perjury. A false notice or counter-notice may give rise to personal liability. To be effective under the DMCA, any notification of claimed infringement must be in written communication.

**Disclaimer.** Marigold Healing Society provides healing modalities and the products that enhance or support those modalities, raise awareness and knowledge to the community. Marigold Healing Society makes no medical claims regarding the Energy Enhancement System technology or other healing modalities offered through appointments, services, products, workshops or any other means. Marigold Healing Society is not directly connected to other centers. but independently owned and operated as an affiliate of UNIFYD Healing at unifydhealing.com. Marigold Healing Society does not manufacture, produce, distribute, sell or make commission on the sale of technology called the Energy Enhancement System. By using the products and services of Marigold Healing Society, you consent that the purchase and use of products or services in any way whatsoever are accomplished by your free will and understand that no medical claims or guarantees are made, and you agree to indemnify Marigold Healing Society and any of its projects of all liability.

**Privacy/Data Policy.** PRIVACY POLICY developed on September 6th, 2023, Marigold Healing Center (“we,” “our,” or “us”) is committed to protecting your privacy. This Privacy Policy explains how your personal information is collected, used, and disclosed by Marigold Healing Center.

This Privacy Policy applies to our website, and its associated subdomains (collectively, our “Service”) alongside our application, Marigold Healing Center. By accessing or using our Service, you signify that you have read, understood, and agreed to our collection, storage, use, and disclosure of your personal information as described in this Privacy Policy and our Terms of Service.

**For purposes of this Privacy Policy.** Any information relating to you that we provide to our partners will be treated in accordance with the terms of this Privacy Policy. This Privacy Policy is governed by constitutional laws of the US constitution. You consent to remedies herein in connection with any action or dispute arising between the parties under or in connection with this Privacy Policy except for those individuals who may feel they have rights to make claims. Marigold Healing Center uses third parties for its fulfillment, website technologies, CRM client information management and other supplier information as needed to conduct daily operations. By using Marigold Healing Center services or products, electronic tools or contacting us directly, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, you should not engage with our website or use our services. Continued use of the website, direct engagement with us, or following the posting of changes to this Privacy Policy that do not significantly affect the use or disclosure of your personal information will mean that you accept those changes. By using our Marigold Healing Center, registering an account, or making a purchase, you hereby consent to our Privacy Policy and agree to its terms. The Services may contain links to other websites not operated or controlled by Marigold Healing Center. We are not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy Policy is no longer in effect. Your browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their own cookies or other methods to collect information about you. Cookies Marigold Healing Center uses "Cookies" to identify the areas of our website that you have visited. We use Cookies to enhance the performance and functionality of our website but are non-essential to their use. However, without these cookies, certain functionalities like videos may become unavailable or you would be required to enter your login details every time you visit the website as we would not be able to remember that you had logged in previously. We never place a page with personally identifiable information in cookies. You should also be aware that you may also lose some saved information (e.g. saved login details, site preferences) if you block cookies on your browser. Different browsers make different controls available to you. Disabling a cookie or category of cookie does not delete the cookie from your browser, you will need to do this yourself from within your browser, you should visit your browser's help menu for more information. In respect to any credit card or other payment processing details you have provided us; we commit that this confidential information will be stored in the most secure manner possible. We use cookies to enhance the performance and functionality of our platform. However, without these cookies, certain functionality like videos may become unavailable or you would be required to enter your login details every time you visit the platform as we would not be able to remember that you had logged in previously.

**Definitions and key terms:** To help explain things as clearly as possible in this Privacy Policy, every time any of these terms are referenced, they are strictly defined as:

- **Cookie:** small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, remember information about you such as your language preference or login information.
- **Company:** when this policy mentions “Company,” “we,” “us,” or “our,” it refers to Marigold Healing Society, (301 W. Washington St., Charles Town, WV 25414), that is responsible for your information under this Privacy Policy.
- **Country:** where Marigold Healing Center or the owners/founders of Marigold Healing Center are based, in this case is USA **Customer:** refers to the company, organization or person that signs up to use the Marigold Healing Center Service to manage relationships with your consumers or service users.
- **Device:** any internet connected device such as a phone, tablet, computer or any other device that can be used to visit Marigold Healing Center and use the services.
- **IP address:** Every device connected to the Internet is assigned a number known as an Internet protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connected to the Internet.
- **Personnel:** refers to those individuals who are employed by Marigold Healing Center or are under contract to perform a service on behalf of one of the parties.
- **Personal Data:** any information that directly, indirectly, or in connection with other information — including a personal identification number — allows for the identification or identifiability of a natural person.
- **Service:** refers to the service provided by Marigold Healing Center as described in the relative terms (if available) and on this platform.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** Marigold Healing Center’s site, which can be accessed via this URL: [www.gotohealing.com](http://www.gotohealing.com)
- **You:** a person or entity that is registered with Marigold Healing Center to use the Services.

We receive some information from the third parties when you contact us. We may share the information that we collect, both personal and non-personal, with third parties that are paid to assist us with our processes and fulfilling your services, such as applications that expedite our organization internally to expedite our processing, calendaring, payment processing or other tools that expedite our services. We do this by integrating tools or uploading data sharing with companies or business partners information to expedite our internal processes or automating processes to enable us to answer customer needs. We may also share it with our current and future affiliated companies and business partners, and if we are involved in a merger, asset sale or other business reorganization, we may also share or transfer your personal and non-personal information to our successors-in-interest. We may engage trusted third-party service providers to perform functions and provide

services to us, such as hosting and maintaining our servers and the website, database storage and management, e-mail management, storage marketing, credit card processing, customer service and fulfilling orders for products and services you may purchase through the website. We will likely share your personal information, and possibly some non-personal information, with these third parties to enable them to perform these services for us and for you. They may aggregate information about our advertising and what you see on the website and then provide auditing, research and reporting for us and our advertisers. There may be photographs or recordings used as part of advertising campaigns to promote the business. We may also disclose personal and non-personal information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate in order to respond to claims, legal process (including subpoenas), to protect our rights and interests or those of a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to otherwise comply with applicable court orders, laws, rules and regulations. Marigold Healing Center will collect personal information that you submit to us. We may also receive personal information about you from third parties as described above. Any of the information we collect from you may be used in one of the following ways: To personalize your experience (your information helps us to better respond to your individual needs) To improve our website (we continually strive to improve our website offerings based on the information and feedback we receive from you) To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs); to process transactions; to administer a contest, promotion, survey or other site feature; to send periodic emails. By submitting your email address on this website, you agree to receive emails from us. You can cancel your participation in any of these email lists at any time by clicking on the opt-out link or other unsubscribe option that is included in the respective email. We only send emails to people who have authorized us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because we hate spam as much as you do. By submitting your email address, you also agree to allow us to use your email address for customer audience targeting on sites like Facebook, where we display custom advertising to specific people who have opted in to receive communications from us. Email addresses submitted only through the order processing page will be used for the sole purpose of sending you information and updates pertaining to your order. If, however, you have provided the same email to us through another method, we may use it for any of the purposes stated in this Policy. Note: If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribed instructions at the bottom of each email. We keep your information only so long as we need it to provide Marigold Healing Center to you and fulfill the purposes described in this policy. This is also the case for anyone that we share your information with and who carries out services on our behalf. When we no longer need to use your information and there is no need for us to keep it to comply with our legal or regulatory obligations, we'll either remove it from our systems or depersonalize it so that we can't identify you.

**SMS Policy.** By checking this box, and submitting this form, you agree to receive SMS text messages about follow-ups on recent emails and phone conversation, meetings, conversational small talk from Marigold Healing Center. Message frequency may vary. Message and data rates may apply. You can reply STOP to opt out of further messaging and HELP for assistance or call 304-500-4325 or 304-400-6091. Please see our Privacy Policy in this document and Terms and Conditions in this document. Should you decide you don't want to receive text messages, call the front desk and we can unsubscribe you from text messages. Details of this agreement are found under [www.gotohealing.com](http://www.gotohealing.com) under BOOK NOW.

**Protection of Information.** We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information. We train our staff who serve as our agent to protect your information through our operational processes, not releasing customer information when requested from outside sources, keeping our communications within the dedicated website system and using dedicated passwords to our computer systems in the facility. We also host our website on a secure server with our providers with best practices. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems and are required to keep the information confidential. Though these third-party organizations are committed to your security of privacy and data protection, there may be unexpected intrusions that will require our notification of you when this has occurred. Your consent to membership is voluntary consent. We take precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes or fail to follow policies. Therefore, while we use reasonable efforts and best practices to protect your personal information, we cannot guarantee its absolute security. You can contact us to (1) update or correct your personal identifiable information, (2) change your preferences with respect to communications and other information you receive from us, or (3) request your account be placed in an inactive state in our systems. Such updates, corrections, changes and deletions will have no effect on other information that we maintain, or information that we have provided to third parties in accordance with this Privacy Policy prior to such update, correction, change or deletion. To protect your privacy and security, we may take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for always maintaining the secrecy of your unique password and account information. If you are an end user and wish to update, delete, or receive any information we have about you, you may do so by contacting Marigold Healing of which you are a customer.

**Sale of Business.** We reserve the right to transfer information to a third party in the event of a sale, merger or other transfer of all or substantially all of the assets of Marigold Healing Center

or any of its Corporate Affiliates (as defined herein), or that portion of Marigold Healing Center or any of its Corporate Affiliates to which the Service relates, or in the event that we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceeding, provided that the third party agrees to adhere to the terms of this Privacy Policy. Affiliates page 5/8 We may disclose information (including personal information) about you to our Corporate Affiliates.

**Subscriptions.** All or some parts of the Service are made available on a subscription basis. Your annual membership is an annual subscription. Other subscriptions may be known as packages, plans or groups of services or products or both. Though your Marigold membership is normally at no cost to you, you may be billed in advance on a recurring and periodic basis ("Billing Cycle"). Marigold Healing reserves the right to change its pricing, which may impact billing at any time. Billing cycles are set either on a one time, monthly or annual basis, depending on the type of subscription plan you select when purchasing a subscription. Whether you are using monthly or yearly billing, your account may be charged monthly. You agree that at the end of each Billing Cycle, your subscription will automatically renew and your payment method for such subscription will automatically be charged at the start of each new subscription period for the fees and taxes applicable to that Billing Cycle, under the same conditions as the prior Billing Cycle unless you cancel it, or the Company cancels it. A valid payment method, including credit cards, is required to process the payment for your subscription. You must provide the Company with accurate and complete billing information including full name, address, state, zip code, telephone number, billing email address ("Billing Email Address") and valid payment method information. By submitting such payment information, you automatically authorize the Company to charge all subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, the Company may attempt to charge the credit card on file one or more times. Should payment continue to fail, the subscription will be canceled.

- **Cancellation: Termination.** We or you may terminate or cancel your subscription to the service/product or combination thereof at any time and such termination or cancellation shall be effective upon the end of your then-current subscription term. You understand and agree that the cancellation or termination of your subscription is your sole right and remedy with respect to any dispute with us including, without limitation, any dispute related to, or arising out of: 1. any terms in this Terms of Use or our enforcement or application of this Terms of Use, 2. any of our practices or policies, including, without limitation, our Privacy Policy or our enforcement or application of these policies; 3. the content available through the Service; 4. your ability to access and/or use the Service; or 5. the amount or types of our fees or charges, surcharges, applicable taxes or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. To cancel your subscription, please log in your account with your assigned login and password you set up upon joining Marigold Healing and cancel your service or subscriptions. Cancellations will take effect at the end of your current Billing Cycle, and you will retain access to the Service until the end of your current Billing Cycle. We

reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect per the terms of the service or subscription. Services/subscriptions are non-refundable. If you violate these Terms of Use, Marigold Healing reserves the right to immediately deactivate your account and/or delete all related information and/or files in your account and/or bar any further access to such information and/or files. Once your account is deleted from our servers it can no longer be recovered.

- **Refunds.** Marigold Healing does not refund for its services, subscriptions or products.

I agree this contract began on the date of my joining "Marigold Healing Society" in person or electronically. I declare that by joining this Association and/or the Association's websites and/or social media group(s), I have carefully read the whole of this document; I acknowledge, understand and agree with it for membership at Marigold Healing Society and its projects.

