

## Terms and Conditions of Use

Updated March 5, 2025

Welcome to [www.sathiyathancounseling.com](http://www.sathiyathancounseling.com) "Site" as operated by SATHIYANATHAN COUNSELING, LLC, "Company". These are our rules if you want to use our website and the services or products available from our website. If you do not agree to these rules, you cannot use our site. We can change these rules whenever we want and will post the new rules on our site, whether you notice them or not. We have intentionally written them in a way that avoids legalese so that everyone can clearly understand and agree to the rules and understand their rights and responsibilities.

We hope there won't be any problems and that you will reach out to us if you are having issues with our site, service, or products.

### 1.0 Site Services

We agree to provide you with services, or the "Service(s)" on our Site and any sub-domains or related social media channels. In exchange for providing these services, we require you to follow these rules:

1. You must be at least 13 years old to use the Site, or if you are a resident of the EU, you must be at least 16 years old. Don't lie about your age. If you are under 18, a parent or legal guardian must agree to these rules on your behalf. If you are not sure a parent or guardian agrees to these terms, please stop using the Site.
2. Don't use the Site to do anything illegal or break the rules in our terms of use.
3. Don't change anything about our website or applications, upload any type of virus or malware, or do anything that might interfere with the way the Site or its services work.
4. Don't do anything that might affect how other people use and enjoy the Site. Be a good neighbor.
5. Don't encourage anyone to break these rules.
6. Use your common sense and be a good human.

7. Don't post anything violent, or anything that promotes violence or violent groups, or that might make other people feel scared.

8. Don't post content that contains nudity, sexual violence, or commercial sexual services.

9. Don't post content that promotes crime or anything that would break US law.

10. Do not post content related to certain regulated goods, like selling or trading non-medical drugs, pharmaceutical drugs, or marijuana.

11. Don't bully anyone or post anything horrible about people. By bullying, we mean making a degrading statement about someone or posting inappropriate images that threaten someone. If you wouldn't say it to someone's face, you shouldn't say it on the Site. And if you can't say anything nice or at least constructive, maybe you shouldn't say anything at all.

12. Don't scrape, post or share personal or private information about someone else on this Site or from information gained from this Site. This includes someone's contact information like their phone number, address, email, location, or other private details. Posting private information or "doxing" can be a criminal offense in some states.

13. Don't post stuff that doesn't belong to you or infringes upon someone else's intellectual property.

14. If we allow you to set up accounts, don't use anybody else's account without their permission or try to find out their login details and keep your own credentials secret. Don't set up an account with someone else's name, including a famous person or company. If you lie when you set up an account, you can be kicked off forever.

15. Don't use any type of software or robot to create accounts or access Site, and don't use it to send spam or unwanted messages to others.

16. Don't register an account if your previous account was disabled or you were kicked off for violating our rules.

17. Don't register for an account if you are not allowed to under any other applicable laws in your jurisdiction.

18. We can make you switch your account credentials or username/password for any reason.

## **2.0 Your Rights**

2.1 You have the right to feel safe using the Site.

2.2 You have the right to your privacy on Site. Please refer to our Privacy Policy within these legal documents for details.

2.3 Any communications made through our contact page, blog, blog comments, newsletter sign-up or other pages, or directly to us through phone, mail or email is not confidential and is subject to viewing and distribution by third parties. We own any and all communications displayed on our website, servers, comments, emails or other media as allowed by THE UNITED STATES law, and we will not give credit or pay royalties for unsolicited user-generated content such as blog comments or emails. For more information on when and how we store and use your communications or any data provided by you in those communications, please refer to our Privacy Policy.

We reserve the right (but not the obligation) to republish or distribute anything you upload to our Site for any purpose. You agree not to submit any content that could be illegal or serve an unlawful purpose, including, but not limited to, content that is potentially libelous or maliciously false, obscene, abusive, negligent or otherwise harmful or inappropriate. You agree not to submit any information that is confidential, privileged, or that should not be shared publicly.

2.4 If we offer user accounts and if you are a resident of the EU, you have the right to be forgotten and can delete your account and the content on your page at any time by logging in and completing a delete request. It may take a few days to process and may be visible by others in the meantime. Some of your content that was on other accounts or pages or that was shared may survive and may not be deletable. Please think before you post. We may also keep your registration information for as long as we need to do to run our business and to follow these rules.

2.5 You are responsible for anything you do on Site under your login, including things you post and comment on. You are responsible for making sure the stuff you post belongs to you, including any music or photos. If you post something you shouldn't have and get a fine – you'll have to pay it.

## **3.0 Our Rights**

3.1 We are not responsible for the following:

- Links to other companies or websites, even when the link shows up in the Site.
- What happens when you connect your Site account to another website or service, including sharing a picture or video. You should read the rules for that service to know your rights, including any third-party logins and their respective privacy policies and terms for more information.
- The data cost on your mobile device for using the Site or its services.
- Any content that is stolen or copied from the Site by someone else. Please post any user-generated-content (or “UGC”) at your own risk. We reserve the right to display, share, reproduce, transform, edit, and to use any UGC throughout the world in perpetuity for any purpose.

3.2 We reserve the right to end the Site and its services at any time or stop you from using Site at any time and for any reason without letting you know beforehand. We can also delete content you have uploaded for any reason, whether you think it violates our rules or not. We do not have to pay you if we delete content that was making you money.

## **4.0 Intellectual Property Rights**

4.1. All images, text, designs, graphics, trademarks and service marks are owned by and property of our Company or the properly attributed party. It is a violation of United States federal law to use any of our intellectual property in whole or in part. And distributions or modification of any materials displayed on this Site or any related Services, products, or offers is illegal and may be prosecuted to the fullest extent permissible, including asking for financial penalties (damages) and/or an injunction forcing you to stop using our intellectual property immediately. Do not try to use our stuff, remove it, change it, or claim to be us without written permission.

You may **NOT** use our intellectual property without permission, which includes copying and pasting any text, screenshotting or reposting an image, design or other property on another site, whether it is yours or someone else’s, including posting a quote or image on social media. NOT ALL SHARING IS CARING. We have invested a lot of time and money into creating our intellectual property and we respect intellectual property rights—as should you. Karma is real, don’t steal. Be a good creator and help make the digital ecosystem a place where content creator rights matter.

By posting or submitting any material (including, without limitation, comments, blog entries, Facebook postings, photos, and videos) to us through the website, internet groups,

social media venues, or to Company or any Company staff via email, text, voice message, or through software (including a Zoom or other video recording), or otherwise, you are representing: (i) that you are the owner of the material, or are making your posting or submission with the express consent of the owner of the material; and (ii) that you are eighteen years of age or older; and (iii) you are granting us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium, now known or hereafter developed, for any purpose, including any digital or virtual representations. This includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark, service mark, or patent laws under any relevant jurisdiction. Also, in connection with the exercise of such rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, company, email address, or screen name, as we deem appropriate.

#### 4.2. DMCA policy:

We reserve the right to to suspend, disable, or terminate the accounts of users who repeatedly infringe or are repeatedly charged with infringing the copyrights, trademarks, or other intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you would like to read the DMCA, please visit the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>.

If you believe in good faith that materials on the Site infringe your copyright, the DCMA provides that you (or your agent) may send us a notice requesting that the material be removed or access to it blocked. The notice must include the following information:

- the physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed (or, if multiple copyrighted works located on the Services are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Company to locate the material on the Services;
- the name, address, telephone number, and email address (if available) of the complaining party;

- a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the Services can either be sent:

via mail: 1412 LEGEND HILLS DRIVE ST. 339 CLEARFIELD, UT 84015

via email: nisha@sathiyathancounseling.com

We suggest that you consult your legal advisor before filing a notice. Also, be aware that there can be penalties for false claims under the DMCA.

## **5.0 This Agreement**

5.1 If you use other third-party services on the Site, including payment services, you will need to follow those rules or terms. If any of those rules conflict with these rules, those rules will win.

5.2 If a court in your valid jurisdiction finds any of this Agreement unenforceable, the other rules will still be valid to the fullest extent of the law.

5.3 Any changes to these rules must be made in writing. If we fail to enforce any of these rules for any reason, we still have the right to enforce them in the future, and our behavior will not be a waiver of our overall rights in this Agreement.

5.4 We reserve all the rights we did not expressly grant or tell you about in this Agreement.

5.5 No one else besides you and us (no third parties) have rights under this agreement.

5.6 You cannot give these rights or obligations to someone else without our consent. We can give our rights and obligations to someone else, however, like if we change ownership by selling part or all of our business, or if we need to for legal reasons.

## 6.0. Advertising, Affiliates and Testimonials

This Site may use advertising or affiliate links to sell certain products or services. We disclaim any and all liability as a result of your purchase through one of these links. We will use reasonable efforts to notify you when and where we have placed ads or affiliate links in addition to this disclaimer located in these Terms & Conditions. You accept express liability for any and all consequences or benefits of clicking the affiliate links contained on this website or related communications. Any testimonials reflect the accurate experience of the person quoted, however, your results with any particular product or service may vary because humans are complex. Please consider your purchases carefully and own your decisions.

## 7.0 Refunds, Access & Payment Collection

7.1. Refunds. We like to have fun, but we take our business seriously. We'd appreciate your careful consideration of the service and products available on the site, and we advise you to make your purchases of any of our offers, products, or services carefully.

Company reserves the right to charge 1.5% interest per day upon any outstanding sum left unpaid on or after 15 calendar days from due date.

Example:

\$100	due	May 1
\$101.50	due	May 15
\$103.03	due	May 16
Sent to Collections		June 15

After 30 days of outstanding payment, Company reserves the right to send you to collections, upon which you will owe the total amount of any outstanding payments plus any collection costs, including reasonable attorney's fees.

We are happy to work with each customer until they are fully satisfied. We allow returns for refunds if the item is shipped back to us in good condition within **10** days or less of purchase. There will not be refunds after this time frame. Items must be returned in their original packaging in their original condition. If an item is not received back in this condition, there will not be a refund.

7.2. We reserve the right to discontinue or modify without notice or liability, any portion of this website. However, in the event that Company decides to discontinue a particular online product, membership, or service you have paid for, and no specific duration was outlined for how long a particular online product or service will be available, such product or service will be made available to you for a minimum of 90 days, or for however long Company continues to support that version of the program, whichever is later. This is what any language about "lifetime access" may mean in any marketing materials, access for the "lifetime" of the course or program, not *YOUR* lifetime.

## **8.0 Shipping**

We offer shipping services for the products purchased through our Site. The following terms and conditions apply to our shipping policy:

- We will make reasonable efforts to ship your purchased products within 10 business days from the date of your order. However, please note that shipping times may vary depending on the availability of the product and the shipping destination.
- Shipping costs will be calculated and added to your total order amount at the time of checkout. The shipping costs will be based on the shipping method you select and the destination of the shipment.
- We are not responsible for any delays, damages, or losses that may occur during the shipping process. Once the product has been shipped, the risk of loss or damage transfers to you as the buyer. However, if you receive a damaged or defective product, please refer to our returns and refunds policy outlined in Section 7.1 of these Terms and Conditions.
- We reserve the right to use third-party shipping carriers or services to fulfill your order. The selection of the shipping carrier will be at our sole discretion.
- International shipping may be subject to import duties, taxes, and customs fees imposed by the destination country. These additional charges are the responsibility of the buyer. Please check with your local customs office for more information on these fees before placing an international order.
- In the event of any shipping issues or concerns, please contact our customer support team at [xantimethod@gmail.com](mailto:xantimethod@gmail.com). We will make reasonable efforts to assist you and resolve any shipping-related problems.
- We reserve the right to modify or update our shipping policy at any time without prior notice. Any changes to the shipping policy will be posted on our Site.
- By continuing to use our Site and placing orders for products, you acknowledge and agree to comply with the terms and conditions outlined in this shipping policy.

## **9.0 Limits on Liability**



9.1 Site operates as is, and we can't guarantee it will be safe and secure or will work perfectly all the time. Sometimes wild things and mistakes happen, even when we try to find reliable vendors to help us operate the Site and its services. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT FOR ANY PRODUCTS, OFFERS, OR SERVICES SOLD OR OFFERED THROUGH THE SITE TO THE FURTHEST EXTENT OF THE APPLICABLE LAW.

9.2. UNDER NO CIRCUMSTANCES SHALL COMPANY OR ITS AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

*Translation: If something bad happens when you use this website, the Company that made the website us) are not responsible and you can't make us pay for any damages. Even if we, the Company knew something bad could happen, we don't have to pay. Some places have different rules, but the Company only has to pay a little bit if have to by a Court.*

9.3. Any provision herein to the contrary notwithstanding, the maximum liability of Company to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Content delivered to You hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to Company by you for the product, offer, or goods which gives rise to the liability. The essential purpose of this provision is to limit the potential liability of Company arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of consideration levied in connection with the website and any services rendered hereunder and that, were Company to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

*Translation: If Company gives you something and something bad happens because of it, Company can only be responsible for a certain amount of money. This is to make sure Company doesn't have to pay too much if something goes wrong. Company and the person getting the thing agree that this is fair. If Company had to pay more money, the thing would cost more for the person getting it.*

9.4. We do not control or direct what people and others do or say online or offline, and we are not responsible for their actions or conduct (or any content they share (including

offensive, inappropriate, obscene, unlawful, and other objectionable content), even on our own site. We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service. You should read and agree to their rules and terms.

9.5 We cannot predict when issues might arise with our service. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law. We are not responsible for lost profits, data or any kind of damages connected to you using the Site. The total limit on our liability to you under these Terms is the greater of: \$100 or the amount you have paid us in the past twelve months.

9.6 You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable attorney's fees and costs, arising out of or connected with a breach of these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you may not settle any claim without our prior written consent.

*Translation: This means if you do something wrong or break the rules, you have to pay for any problems or damage that happens because of it. You also have to help us fix any problems and let us handle any legal stuff. You can't fix any problems without asking us first.*

9.7 Nothing on the site, or offered through its services or products, is intended to diagnose or treat any physical or mental illness or condition. No information on the Site is intended to be legal, medical, tax or financial advice and is for educational purposes only, unless clearly marked otherwise. If you have any questions about a business opportunity and what the typical results are for any opportunity, please ask for more information so you can make an informed decision.

*Translation: This is the internet. Do your research, check your sources, own your choices please.*

## **10.0 How We Will Handle Disputes**

10.1 We hope there won't be any problems and that you will reach out to us if you are having issues with our service. But, if you have a legal problem with Site, you agree to use binding arbitration under the AAA, which means you will not get to go to court by yourself or with others or be part of a class-action lawsuit or arbitration. You agree to waive a trial by jury. The following claims don't have to be arbitrated and may be brought to court: small claims, intellectual property disputes (like copyrights and trademarks), or efforts to

interfere with the services or engage with the service in unauthorized ways. A court can also decide issues about the scope and enforceability of these arbitration provisions.

10.2. In the event that you fail to make payment for any outstanding sums due to the Company within the specified timeframe as set forth in Section 7.0 of these Terms and Conditions or on the applicable sales or checkout page, the Company reserves the right to immediately initiate collections proceedings and does not have to arbitrate this matter. Upon commencement of collections proceedings, you shall be responsible for the total amount of any outstanding payments, as well as any costs associated with the collections process, including but not limited to reasonable attorney's fees. The Company may, at its discretion, engage the services of a third-party collections agency to facilitate the collection of the outstanding amounts.

10.3 For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the District of Utah or a state court located in Utah. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

10.4 The laws of the State of Utah to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

10.5 We appreciate feedback, but we may use any of your comments without any obligation to pay you and do not have to keep them confidential. For questions about this policy, you can email us at [nisha@sathiyathancounseling.com](mailto:nisha@sathiyathancounseling.com)