

Terms and Conditions for Kaivalya \$9M Capital Trading Program, Kaivalya 90 Day Regenerative Cellular Detoxification Program, and With His Hands Foundation

Last Updated: February 09, 2025 These Terms and Conditions (“Agreement”) constitute a binding legal contract between you (“User,” “you,” or “your”) and Kaivalya \$9M Capital Trading Program, Kaivalya 90 Day Regenerative Cellular Detoxification Program, and With His Hands Foundation (“we,” “us,” or “our”) an **exclusive private membership** offered through **With His Hands Foundation**. This Agreement governs your access to and use of our website kaivalya.capital and kaivalya.life educational products and services (collectively, the “Products and Services”), and any related transactions. By accessing or using our websites, enrolling in our programs, or otherwise interacting with our Products and Services, you agree to be bound by these Terms. Payments made for the **Kaivalya \$9M Capital Trading Program** or the **Kaivalya 90 Day Regenerative Cellular Detoxification Program** are treated as **donations to With His Hands Foundation**, a nonprofit organization, and are subject to the terms outlined in this Agreement. If you do not agree to these terms, please do not use our website or services. PLEASE READ THESE TERMS CAREFULLY. THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING A MANDATORY ARBITRATION PROVISION, A WAIVER OF CLASS ACTION RIGHTS, AND A LIMITATION ON YOUR RIGHT TO A JURY TRIAL.

1. Applicable Exclusive Membership Benefits Rules and General Provisions

1.1. This Agreement, together with our Privacy Policy, Refund Policy, and any other policies referenced herein, constitute the entire agreement between you and us regarding your use of our website and Products and Services (“Applicable Terms”).

1.2. You agree to review these documents regularly, as we may update or modify them at any time without prior notice. Your continued use of our website or services after any changes signifies your acceptance of the revised terms.

2. Products, Services, and Software

2.1. Products and Services Offered:

(a) We provide educational products, training programs, mentorship services, and other related materials designed to support your growth as a trader and investor.

(b) In certain circumstances, we may provide or grant access to Software (whether cloud-based or delivered locally) and Documentation, subject to the terms of any separate license agreement (“Software License”).

2.2. Software License:

(a) If you purchase or receive a license for any Software offered by us, you are granted a single, non-transferable, non-exclusive, revocable license to use the Software in object code form only, solely for your personal, non-commercial use.

(b) You shall not decompile, reverse-engineer, modify, or distribute the Software or its Documentation.

3. User Registration, Account, and Security

3.1. To access certain features or make a purchase, you may be required to register and create a non-transferable account.

3.2. You are solely responsible for maintaining the confidentiality and security of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account.

4. Exclusive Membership Benefits Donations, Payment, and Refunds

4.1. Donation Status:

All payments made for enrollment in the **Kaivalya \$9M Capital Trading Program, Kaivalya 90 Day Regenerative Cellular Detoxification Program** are treated as donations to With His Hands Foundation.

4.2. Payment Terms:

(a) You agree to pay all fees, charges, and other amounts in U.S. dollars (USD) as listed at the time you purchase our Products and Services.

(b) For subscription or recurring services, your payment method will be automatically billed at the recurring interval disclosed at the time of purchase.

4.3. Cooling-Off and Refund Policy:

Notwithstanding the “no refunds” principle generally applicable after the cooling-off period, you are entitled to a cooling-off period of three (3) business days from the Effective Date of your enrollment during which you may cancel the Agreement (see our Refund Policy for further details). Cancellation received within this period will result in a full refund within 10 business days; cancellation after that period is binding and non-refundable except as required by law.

5. User Instructions and Communication

5.1. User Instructions:

(a) Any instruction, request, or order communicated to us by you, whether in writing (including electronic communications such as email or facsimile), via telephone, or any other acceptable method, will be treated as valid only after we have acknowledged receipt or have acted in accordance with it.

(b) Oral instructions are not binding until confirmed in writing by us. 5.2. We may communicate with you by email, text messages, telephone, or other methods. You agree to provide accurate contact information and to promptly notify us of any changes.

6. Strategies, Information, and Disclaimer of Advice

6.1. General Information:

(a) The content of our Products and Services—including training materials, strategies, performance information, and market analyses—is provided for educational and informational purposes only.

(b) We do not provide personalized investment, trading, financial, legal, or tax advice. No information or materials provided constitute a recommendation to buy, sell, or hold any financial instrument. 6.2. **Strategies and Information Disclaimer:**

(a) Any strategies, examples, or performance illustrations are hypothetical and for demonstration purposes only.

(b) Your trading or investment performance will depend on your individual efforts, market conditions, and various external factors. We make no guarantees regarding the results you may achieve, and any claims to potential earnings or performance are not warranties.

7. Testimonials and Marketing Representations

7.1. All testimonials, endorsements, or other reviews provided by customers represent individual experiences and are not indicative of the typical results that all customers may achieve.

7.2. We require that all such marketing representations be truthful, substantiated, and in compliance with applicable laws, and any use of testimonials shall be accompanied by proper disclosures.

7.3. You acknowledge that any claims made in our marketing materials—including those relating to potential earnings, performance, or “results”—are aspirational and are subject to individual variance.

8. Recurring Billing and Subscription Practices

8.1. For any subscription-based or recurring service, the terms—including pricing, the billing interval, and cancellation policies—will be clearly disclosed prior to purchase.

8.2. In accordance with applicable law (including the Restore Online Shoppers’ Confidence Act or “ROSCA”), you are granted a cooling-off period during which you may cancel the subscription without penalty.

8.3. You agree that by consenting to a recurring charge, you authorize us to bill your payment method automatically at the specified intervals.

9. Prohibited Conduct and Use Restrictions

9.1. You agree to use our website and Products and Services only for lawful purposes and in a manner that does not infringe or restrict the rights of any third party. Prohibited activities include, but are not

limited to:

- (a) Unauthorized access to our systems or accounts;
 - (b) Introducing viruses, worms, or other malicious code;
 - (c) Using automated means (e.g., bots or scrapers) to access or collect data from our site;
 - (d) Misrepresenting your affiliation or endorsements.
- 9.2. You agree not to use our intellectual property (including logos, trademarks, or other materials) without our express written consent.

10. Disclaimers and Limitation of Liability

10.1. General Disclaimer:

(a) Our website, Programs, Products, Services, and all associated content are provided “as is” and “as available,” with no representations or warranties, expressed or implied, including but not limited to any warranty of merchantability, fitness for a particular purpose, or non-infringement.

(b) We do not warrant that the Products and Services will be uninterrupted, timely, secure, or error-free.

10.2. Limitation of Liability:

To the fullest extent permitted by law, neither we nor our affiliates, directors, officers, employees, agents, or representatives shall be liable for any indirect, incidental, consequential, exemplary, or punitive damages—including lost profits, loss of data, or business interruption—arising out of or in connection with your use of our website or Products and Services, even if advised of the possibility of such damages. In no event shall our aggregate liability exceed the amount (if any) paid by you to us in the preceding six (6) months or \$100, whichever is lower.

11. Indemnification

11.1. You agree to indemnify, defend, and hold harmless Kaivalya \$9M Capital & With His Hands Foundation and its officers, directors, employees, agents, and affiliates from and against any and all claims, losses, liabilities, damages, expenses, or costs (including reasonable attorneys’ fees) arising out of or relating to (a) your use of our website or Products and Services; (b) your breach of any term of this Agreement; (c) your violation of any rights of another; or (d) any fraud or misrepresentation by you.

12. Arbitration and Dispute Resolution

12.1. Agreement to Arbitrate:

(a) You and we agree that any dispute, claim, or controversy arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination, shall be resolved exclusively by final, binding arbitration, rather than in court, except as provided in Section 12.2.

(b) This arbitration agreement applies to all claims, including (but not limited to) any claims arising under federal, state, or local law.

12.2. Dispute Resolution if Arbitration Is Not Available:

If a court determines that arbitration is not permitted under applicable law, then any unresolved disputes shall be submitted to the courts in Florida.

12.3. Arbitration Procedure:

(a) The arbitration shall be administered by a mutually agreed-upon private arbitrator or, if the parties cannot agree, by an arbitration service such as JAMS or the American Arbitration Association (AAA) in accordance with their applicable rules.

(b) The arbitration will be held in a location reasonably convenient for you, and if your claim(s) are for claims under a specified threshold (less than \$10,000 in aggregate), you may elect to proceed by telephone or in writing. (c) The arbitrator’s award shall be final and binding, and judgment upon the award may be entered in any applicable court.

12.4. Waiver of Class Actions:

(a) You agree that any arbitration or dispute resolution proceeding will be conducted only on an individual basis; you waive any right to participate in a class, consolidated, or representative proceeding.

12.5. Costs and Fees:

Unless the arbitrator determines otherwise, each party shall bear its own attorneys’ fees and costs, except that if you prevail on a claim and recover any monetary award, the arbitrator may award you reasonable attorneys’ fees.

13. Events of Default and Remedies

13.1. Events of Default:

An “Event of Default” shall occur if:

- (a) You fail to pay any amount due under this Agreement and such failure is not remedied within one business day after notice; or
- (b) You breach or fail to perform any other material term or condition of this Agreement and such breach is not cured within two business days after notice.

13.2. Remedies:

If an Event of Default occurs, we may, at our discretion (with notice and in a commercially reasonable manner):

- (a) Declare all amounts due immediately payable;
- (b) Cancel any outstanding Transactions and/or suspend or terminate your account; and
- (c) Exercise any other remedies available to us under applicable law.

14. User Representations and Warranties

14.1. You represent and warrant that:

- (a) You have full capacity and authority to enter into this Agreement;
- (b) Your use of our website and Products and Services complies with all applicable laws and regulations;
- (c) Any information or materials you provide are true, accurate, and not misleading;
- (d) You will not use our services in any manner that could harm our business or violate the rights of any third party.

14.2. You acknowledge that you are solely responsible for your decisions and that our Products and Services are provided on an educational basis only.

15. Termination

15.1. Either party may terminate this Agreement at any time by providing written notice.

15.2. Termination of this Agreement shall not relieve you of any obligations incurred prior to termination, including any payment obligations.

15.3. Upon termination, your right to access our website and Products and Services will immediately cease.

16. Notices

16.1. All notices or other communications under this Agreement must be in writing and will be deemed duly given when sent by email, certified mail (return receipt requested), or another method providing proof of delivery.

16.2. For notices from you to us, please use the following contact details:

Kaivalya \$9M Capital Trading Program:

Kaivalya 90 Day Regenerative Cellular Detoxification Program:

Mailing Address: 1771 W State Route 89A, STE B #4040, Sedona, AZ 86336, United States

16.3. We reserve the right to change our contact information at any time, and any such changes will be posted on our website.

17. Miscellaneous; Entire Agreement; Successors and Assigns

17.1. This Agreement (along with all incorporated policies) constitutes the entire agreement between you and us regarding your use of our website and Products and Services and supersedes any prior agreements or understandings, whether written or oral.

17.2. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

17.3. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

17.4. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. However, we may assign this Agreement to an affiliate or successor without your consent.

17.5. No provision of this Agreement is intended to confer third-party beneficiary rights on any person or entity not a party to this Agreement.

18. Mobile Messaging (“SMS”)

18.1. By opting into our mobile messaging program, you consent to receive marketing text messages from us on your wireless device.

18.2. Standard messaging and data rates may apply.

18.3. To unsubscribe from these messages, you may reply with “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “QUIT” to any message received from us.

18.4. You further agree that you are solely responsible for ensuring that any mobile number provided is accurate and that you remain the authorized user of that number.

19. DMCA/Copyright Policy

19.1. We respect the intellectual property rights of others and require that our users do the same.

19.2. If you believe any content on our website infringes your copyright, you may send us a DMCA notice providing all required details, including your contact information, identification of the copyrighted work, and identification of the infringing material.

19.3. We will forward valid DMCA notices to the appropriate parties and may remove content found to infringe.

19.4. Conversely, if you believe that content you posted was removed in error, you may submit a counter-notification in accordance with the DMCA procedures. 19.5. For any DMCA-related communications, please write to our designated Copyright Agent at:

With His Hands Foundation Copyright Agent

1771 W State Route 89A, STE B #4040, Sedona, AZ 86336, United States

Kaivalya \$9M Capital Trading Program

Kaivalya 90 Day Regenerative Cellular Detoxification Program:

20. Marketing Compliance and “Net Impression”

20.1. In all marketing communications—including advertisements, webinars, testimonials, and sales calls—we must avoid any misrepresentations that could create a misleading “net impression” regarding potential earnings, performance, or benefits.

20.2. You acknowledge that any claims made are for illustrative or educational purposes only and that no testimonial or example is intended to guarantee a particular outcome or to substitute for professional advice. 20.3. All marketing materials must comply with applicable regulatory guidelines (including FTC and other state or federal rules). Failure to comply may result in remedial actions, including refund requirements, modifications to marketing practices, or other penalties.

21. Additional Sales Practices and Disclosures

21.1. User Instructions & Sales Scripts:

(a) During any live or pre-recorded sales calls, webinars, or video presentations, sales representatives must provide a clear introduction identifying themselves and our organization, describe the purpose of the call, and state whether the call is being recorded.

(b) Sales scripts must not include “goal-setting” prompts that might imply guaranteed outcomes. If a customer states a specific financial goal, our representative will clarify that success is not guaranteed and that any results will vary. 21.2. **Refund and Guarantee Disclosures:**

(a) Any description of “money-back” guarantees or refund policies must be presented clearly, with reference to the cooling-off period and any applicable conditions.

(b) Oversold or exaggerated refund promises (such as “risk-free” or “guaranteed earnings”) are strictly prohibited unless fully substantiated. 21.3. **Recurring and Subscription Sales:**

(a) In all discussions regarding recurring billing, our representative must fully disclose the recurring nature of the charge, the precise billing interval, and the process for cancellation.

(b) Any free trials or negative option offerings must also clearly state the terms so that the consumer’s consent is fully informed.

22. Compliance with Laws and Regulatory Requirements

22.1. We are committed to conducting our business, marketing, and customer service in full compliance

with all applicable federal, state, and local laws and regulations—including those enforced by the FTC, FCC, and state attorneys general.

22.2. We reserve the right to update our practices and these Terms as necessary to remain compliant with any changes to regulation or industry practice.

23. Contact and Inquiries

If you have any questions regarding these Terms and Conditions or any of our policies, please contact us at:

Kaivalya \$9M Capital Trading Program:

Kaivalya 90 Day Regenerative Cellular Detoxification Program:

Mailing Address: 1771 W State Route 89A, STE B #4040, Sedona, AZ 86336, United States

By enrolling in the **Kaivalya \$9M Capital 30 Trading Program or the Kaivalya 90 Day Regenerative Cellular Detoxification Program**, you acknowledge that you are joining an **exclusive private membership** with unique benefits and privileges. You accept the terms outlined in this Agreement and affirm your commitment to the program's purpose and requirements. By using our website and purchasing or accessing our Products and Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions, as well as our Privacy Policy, Refund Policy, and any other documents incorporated herein by reference. Thank you for your commitment to excellence and for choosing to be a part of our community. We look forward to supporting your transformational journey.