



Terms and Conditions/Users Agreement

1. **Applicability:** This Terms and Conditions/Users Agreement (Agreement) covers the Converge Forward website and all other Converge Forward services and offerings, including offerings provided in joint by Converge Forward and Converge Forward partners. This Agreement also covers affiliate marketers promoting Converge Forward goods and services, and affiliate fundraisers using Converge Forward goods and services as a fundraising platform, as discussed below.
2. **Terms defined:**
 - a. Converge Forward – Shortened from Converge Forward, Inc., business owned and operated by Christine Boschen.
 - b. User – Any person who does one or more of the following is a User:
 - i. visits the Converge Forward website (convergeforward.com),
 - ii. listens to a Converge Forward podcast,
 - iii. watches a Converge Forward video,
 - iv. hires Converge Forward for Individual and/or Custom Services,
 - v. attends a Group Offering presented by Converge Forward and/or Converge Forward partner(s),
 - vi. purchases a class, product, or recording from Converge Forward, and/or
 - vii. promotes Converge Forward goods and services as an affiliate marketer affiliate fundraiser.
 - c. Converge Forward Partner – Any individual, business, or organization with whom Converge Forward coordinates to provide information, ideas, services, instruction and/or products.
 - d. Individual and Custom Services – Any appointment or engagement of services that is customized to the specific User or Users. These services include channeling, facilitation, and coaching sessions.
 - e. Group Offerings – Any Converge Forward products or offerings that can be attended live online, downloaded from the Converge Forward website and/or involve group participation. Examples include drop-in and recorded body-focused meditation sessions, the Doorway to Better Course in Family Healing, and Cul-de-Sac Cooperative sewing, cooking, and gardening projects. Group offerings also include Converge Forward podcasts and videos. Some group offerings are free of charge and others are fee-based.
 - f. Gift or Donation Recipient – Any individual or organization to whom a portion of Converge Forward proceeds is given or donated.
 - g. Participants in the Heart-to-Heart Rooting Network Affiliate Marketing and Fundraising Program
 - i. Affiliate – Any individual or organization who is paid a portion of a purchase proceed in return for the referral of that purchase. Affiliates must apply for the affiliate program, and be approved by, Converge Forward in writing.

- ii. Fundraising Affiliate- Any individual or organization who uses their affiliate proceeds towards a specific cause or purpose, as stated by that individual or organization.
- 3. **Refund and Cancellation Policy:**
 - a. There are no refunds or cancellations for Group Offerings. Some group offerings (such as the body-focused meditation sessions) are recorded, edited, and sold separately. If you are concerned that you cannot attend a live session, please verify whether that session will be recorded and sold separately; you may prefer to wait and purchase the recorded session when it becomes available.
 - b. Individual or Custom Services refunds and cancellations are as follows:
 - i. Appointment Cancellation: appointments that are cancelled twelve (12) hours prior to the appointment will be refunded in full. If a User has purchased a package, uses a portion of the package, and decides to cancel the remaining sessions, the remaining sessions will be refunded at the prorated amount remaining in the package. The package discount will apply to the used and unused sessions.
 - ii. Contract Cancellation: specific custom contracts with Converge Forward (such as for community conversation facilitation services) will have specific cancellation terms that will supersede the refund and cancellation policy in this Agreement.
- 4. **Converge Forward and Converge Forward Partners are not Providing Advice:** The information, ideas, and/or training provided by Converge Forward and/or Converge Forward partners, via this website, Individual or Custom Services, and/or Group Offerings, are intended for educational and informational purposes only. The information, ideas, and training do not constitute professional or legal advice. By partaking in any of these services, you (the User) accept and agree to assume full responsibility for using, or not using, the information presented, per your discretion. Under no circumstances shall Converge Forward or Converge Forward partners be held liable for any claims, losses, or damages arising out of or in any way related to the information, ideas, and/or trainings provided and/or the User's reliance on said information, ideas, and/or training.
- 5. **No warranty or guarantees:** Converge Forward and Converge Forward Partners provide no guarantees or warranty. All information, ideas, training, and/or products are provided as-is, with no results promised.
 - a. Some activities group activities offered may have risks to health and safety, by engaging in the activity, the User assumes all responsibility. The following are some, but not all, examples:
 - i. **Exercise**, even gentle movements, such as those demonstrated in the body-focused meditation sessions, can cause injury. Every person's body is different in what it can and cannot do with ease and comfort, and even one person's body can change over time in what it can and cannot do with ease and comfort. It is up to the User to adjust or refrain from the suggested movements as is appropriate for their own body. If the User has any

questions or concerns regarding their participation in these activities the User should consult their health care provider.

- ii. **Gardening and outdoor activities** may expose the User to heat, sun, animal bites, allergic reactions to bites or vegetation, physical exhaustion, and/or physical injury. It is up to the User to wear proper clothing, bring proper equipment, water, and food, and know when to take a break or stop their participation.
 - iii. **Cooking and eating** have potential hazards, such as burns, cuts, and food allergies. It is up to the User to take proper care in cooking and eating.
 - iv. **Soap making** involves lye (sodium hydroxide), which can be lethal if swallowed or breathed. It is up to individuals who are making soap to read the material safety sheet for any chemicals, lye included, and make sure they are using proper personal protective gear and taking proper safety precautions.
 - v. **Sewing and craft activities** have potential hazards including puncture wounds from needles, cuts from scissor blades, getting caught in machinery (sewing machine), and other possible, activity-specific risks. It is up to the User to be familiar with the operating instructions for the specific equipment they are using and to take proper safety precautions.
 - vi. **Interacting with other members of the community:** Converge Forward and Converge Forward partners are not responsible for the behavior, actions, or statements made by individuals who participate in, or who are approached regarding participation in, Converge Forward activities. It is up to the User to exercise common sense and appropriate precautions when engaging with other people in Converge Forward offerings, such as and including Cul-de-Sac Cooperative projects.
 - vii. **Consideration of new ideas, differing opinions, and/or topics:** sometimes, being exposed to ideas and certain topics may cause emotional distress for the User. Converge Forward teaches techniques aimed at helping Users with self-care, to soften, heal, and move through such emotional difficulties. However, every User is different, and the techniques offered by Converge Forward may or may not be effective for a particular User. It is up to the User to exercise self-care and to remove oneself from participation if a conversation or course becomes upsetting to the User.
 - viii. **Participation of minors:** For the above-stated reasons, all minors participating in Converge Forward offerings (whether interactive or non-interactive) must be accompanied by a responsible adult.
- 6. Heart-to-Heart Rooting Network Affiliate Marketing and Fundraising Program:** Converge Forward offers an affiliate program in which online referrals (specific URLs as shared to social media, emails, and websites) are tracked using cookies through the Converge Forward website. A purchase made by an individual who came to the Converge Forward



website by following the online referral URL results in a commission of that sale going to the affiliate who made the referral.

- a. **Applying to be an affiliate:** an interested person can apply to be an affiliate by filling out the form at <https://convergeforward.com/affiliate-area/>. The application will be reviewed and accepted or denied at the discretion of Converge Forward.
 - b. **Accessing affiliate information:** once an affiliate is approved, they can sign into their affiliate tracking area using the same URL listed above, <https://convergeforward.com/affiliate-area/>. In this password-protected affiliate area, affiliates can see how many commissions they have earned and track their payouts.
 - c. **Affiliates are responsible for paying taxes on their earnings:** affiliates are responsible for paying taxes on their affiliate proceeds.
 - d. **Affiliate fundraisers:** individuals or organizations who wish to use Converge Forward for fundraising purposes follow the same steps and are subject to the same approval processes as described above in a. and b. Affiliate fundraisers may be independent contractors or non-profit organizations.
 - e. **Compliance with tax laws and other laws:** The Affiliate/Fundraising program is subject to change in order to stay compliant with tax laws and other laws.
 - f. **Affiliate commission amounts:** specific commission rates may vary by product or offering, and by time. Converge Forward reserves the right to change these percentages at any time for any reason. That being said, Converge Forward also endeavors to inform its affiliates by email of the current commission rates and any upcoming changes to commission rates.
 - g. **Payout frequency:** payouts happen monthly and only after the product or service has been delivered.
 - h. **Affiliate commissions are not available for live stream classes.** Live stream classes (which currently include body-focused meditation live sessions) are scheduled through ClassFit, which is an app that is separate from, and not controlled by, the Converge Forward website and business. The affiliate marketing tracking app is only capable of tracking purchases made through the convergeforward.com online "store", which applies to all offerings other than the live stream classes booked through the calendar on this page: <https://convergeforward.com/body-focused-meditation-live-classes/>. This page is a "portal" to the ClassFit app. Live stream classes can also be booked directly at the ClassFit website, [classfit.com](https://www.classfit.com), by searching for "Christine Boschen" or "Converge Forward".
7. **Fundraising with Converge Forward:** Converge Forward founder and business owner, Christine Boschen, wants to build a business that gives back as it grows, and so many group offerings include a fundraising component in which a portion of the proceeds from the group offering is gifted or donated to a recipient.
- a. Participation as a Gift or Donation Recipient is at the discretion and invitation of Converge Forward.



- b. There is no guaranteed or set percentage or monetary amount for recipients, and the amount varies by time, recipient, and particular group offering.
 - c. **No warranties or guarantees that fundraising affiliates are who they say they are or use the funds in the way they say they will.** The veracity of fundraising individuals or groups, and their use of raised funds, is not Converge Forward's responsibility. Converge Forward is released from all responsibility and liability for how funds raised via Converge Forward offerings are used or not used. There is no guarantee that recipients of funds raised via Converge Forward are representing themselves truthfully.
 - i. Converge Forward reserves the right to terminate fundraising privileges for individuals or organizations who appear to be representing themselves untruthfully.
 - d. **Fundraising is at the discretion of Converge Forward:** Converge Forward reserves the right to terminate or deny fundraising privileges to any individual or organization, for any reason, at any time.
8. **Co-advertising with Converge Forward and the Converge Forward affiliate program:** Converge Forward may partner with another business or organization to co-promote Converge Forward offerings and/or offerings from that other business or organization. An example of co-advertising would be a coupon for goods or services from the other business with a proof of purchase from a Converge Forward group offering. Converge Forward also offers an affiliate program in which purchase referrals receive a set percentage of the proceeds from that purchase. If you are interested in co-advertising, please contact Converge Forward business owner, Christine Boschen (see contact information below). Co-advertising agreements must be made in writing and signed by the Converge Forward business owner, Christine Boschen, and the other business owner, in order to be valid.
9. **Dispute, resolution, and arbitration.** The User and Converge Forward will attempt to resolve any dispute arising out of or relating to this Agreement, or the alleged breach thereof, in direct negotiation and in good faith. If any such dispute is not settled by negotiation, the parties agree that all claims and disputes arising out of or relating to this Agreement, its interpretation, or the alleged breach thereof, that cannot be resolved through direct negotiation, will be settled by binding arbitration. The arbitration will be held in Contra Costa County, California. The award of the arbitrator shall be in writing and shall contain findings of fact and conclusions of law. The prevailing party in any arbitration shall be entitled to recover reasonable attorney fees and costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled. Judgement upon the arbitration award may be entered by any court of competent jurisdiction.
10. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, it shall be reformed to one that is valid and enforceable and that is as similar as possible to the original, and the rest of this Agreement shall remain in full force and effect.
11. **Choice of law; venue.** This Agreement will be governed by and interpreted in accordance with California law, without regard to the choice of law principles of any state. The exclusive



venue for any arbitration or court proceeding based on, or arising out of, this Agreement or its interpretation shall be Contra Costa County, California.

12. **Contact.** If you have any concerns or questions, please contact Converge Forward business owner, Christine Boschen, at christine@convergeforward.com. Our anticipated response time is one week. We may contact you at the telephone number or email address you provide.
13. **Signatures.** By continuing to use this website, engage in Converge Forward services, participate as an affiliate marketer or fundraiser, and/or purchase Converge Forward offerings, you accept this Agreement in full.