



NEW YORK ENERGY CLINIC, LLC Terms of Use

March 3, 2026

New York Energy Clinic, LLC ("NYEC," "we," "us," or "our") welcomes you. The following terms and conditions ("Terms of Use"), together with the terms and conditions of NYEC's privacy policy (the "Privacy Policy"), set forth the terms and conditions ("Terms") that apply to your access and use of NYEC's website, located at <https://nyenergyclinic.com/> (the "Site"). "NYEC" includes New York Energy Clinic, LLC and its officers, directors, employees, consultants, affiliates, subsidiaries, and agents. NYEC services may include but are not limited to energy healing and coaching services, including BioGeometry Environmental Home Solutions (EHS), Thought Field Therapy (TFT-AVT), and Remote Reiki (collectively, the "Services").

NYEC reserves the right, at its sole discretion, to modify, discontinue, or terminate the Site and / or Services at any time and without prior notice.

New York Energy Clinic, LLC is not a healthcare provider, covered entity, or business associate as defined under the Health Insurance Portability and Accountability Act (HIPAA). Our services are not a substitute for medical or mental health care.

Capitalized terms not defined in these Terms of Use shall have the meaning set forth in our Privacy Policy.

By using or accessing the Site you agree to these Terms, as updated from time to time in accordance. Because NYEC provides a wide range of Services, we may at times ask you to review and accept supplemental terms that apply to your interaction with a specific service.

We make every effort to present recent, accurate, and reliable information on the Site at all times. This includes our use of AI technologies to assist in operational efficiency, such as generating notes for coaching sessions. However, it is important to note that any AI-generated content is an assistive tool and its outputs are subject to review. NYEC does not warrant the absolute accuracy or completeness of initial AI-generated content, and all advice and information provided through our Services are based on professional coaching judgment. AI outputs are intended to support our services and should not be solely relied upon as definitive information.

1. **Account Security.** To use the Site, you must (i) be at least eighteen (18) years of age; (ii) have not previously been suspended or removed from the Site and / or Services; and (iii) register for and use the Site in compliance with any and all applicable laws and regulations.
2. **Specific Requirements for Certain Services.** Your use of the Site and / or Services constitutes your acknowledgment and acceptance of the conditions of the Privacy Policy, which are hereby incorporated into these terms of use and made a part hereof by reference (collectively, the "Agreement"), as well as the following specific requirements and terms of use for certain of NYEC services and the terms. NYEC reserves the right, in its sole and absolute discretion, to deny you (or any device) access to the Site and / or Services, or any portion thereof, without notice.

3. **Prohibited Conduct.** You agree not to:
 - 3.1. Use the Site and / or Services for any illegal purpose, or in violation of any local, state, national, or international law;
 - 3.2. Violate or encourage others to violate the rights of NYEC or any third parties, including intellectual property rights;
 - 3.3. Post, upload, or distribute any content that is unlawful, defamatory, libelous, inaccurate, or that a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, hateful, or otherwise inappropriate;
 - 3.4. Interfere in any way with security-related features of the Site.
 - 3.5. Interfere with the operation or any user's enjoyment of the Site and / or Services, including by uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code, making unsolicited offers or advertisements to other users, or attempting to collect personal information about users or third parties without their consent;
 - 3.6. Access, monitor, or copy any content or information of the Site using any robot, spider, scraper, or other automated means or any manual process for any purpose without NYEC's express written permission;
 - 3.7. Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, accessing the accounts of other users without permission, or falsifying your identity or any information about you, including age or date of birth; or
 - 3.8. Sell or otherwise transfer the access granted herein.
4. **Electronic Communications, Alerts, Notifications.** As part of the Site and / or Services, you may receive notifications, alerts, emails, or other types of electronic communications regarding the Site and / or Services. You acknowledge and agree that you may receive communications from us electronically, such as via e-mail or text message or through notices and messages on our Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Where required by applicable law, we will seek express prior written consent for marketing text messages or calls to you. Additionally, we may use third party vendors to communicate with you. To the extent you have any questions, please refer to their terms of use.
5. **Third Party Content.** The Site may contain links to third party websites and services. NYEC provides such links as a convenience and does not control or endorse these websites and services. You acknowledge and agree that NYEC has not reviewed the content, advertising, products, services, or other materials that appear on such third party websites or services, and is not responsible for the legality, accuracy, or appropriateness of any such content. NYEC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with the use of any such third party websites or services.

6. **Intellectual Property.** You retain all ownership rights to any personal information or content you provide that forms the basis of AI-generated notes or summaries. For any content (e.g., general feedback, non-sensitive communication) you make available or that is generated by AI from your interactions with the Service, you grant to NYEC a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display (publicly or otherwise) such content solely for the purpose of improving our Site and Services and enhancing operational efficiency, in a manner consistent with our Privacy Policy. NYEC will not claim ownership of AI-generated notes based on your interactions for the training of third-party AI models (i.e., those not solely controlled and operated by NYEC for its internal services), nor will it sell or sublicense such data for purposes unrelated to the provision of services to you, without your explicit, separate, and informed consent. You further agree that NYEC is free to use any ideas for any purpose. NYEC may sublicense its rights in content and ideas through multiple tiers of sublicenses. NYEC is, and will be, under no obligation (1) to maintain any content or idea in confidence; (2) to pay any compensation for any content or idea; or (3) to respond to any content or idea. You grant to NYEC the right to use any name associated with any content or idea that you make available to NYEC, although NYEC has no obligation to exercise such right, or to otherwise provide any attribution for any content or idea. You acknowledge and agree that you relinquish all ownership rights in any ideas or general feedback that you submit to NYEC through this Site which are distinct from personal information provided during service delivery. The Site is protected by applicable copyright and other intellectual property laws, and no materials from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way without our express permission. All trademarks and service marks on the Site belong to NYEC, except third-party trademarks or service marks, which are the property of their respective owners.
7. **Pricing.** The prices displayed for services available for purchase via the Site represent the applicable retail prices and do not include taxes, shipping, or handling charges (to the extent applicable). Any applicable taxes, fees (added), shipping, or handling charges will be communicated to you before you place an order. The prices displayed on the Site are quoted in U.S. dollars.
8. **Service Information.** We make every effort to present the most recent, accurate, and reliable information on the Site at all times. This includes our use of AI technologies to assist in operational efficiency, such as generating notes for coaching sessions. However, occasionally there may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to service descriptions, pricing, promotions, offers, and availability. NYEC is not responsible for errors regarding price, availability, or any other matter. Likewise, NYEC does not warrant the accuracy of customer product ratings, comments, or feedback. We reserve the right, in our sole discretion, to make changes to the service descriptions and/or pricing at any time without notice. We reserve the right to discontinue any services at any time. We reserve the right, but are not obligated, to limit the sales of our services to any

person, geographic region or jurisdiction and we may exercise this right on a case-by-case basis. We reserve the right to limit or cease any services that we offer. Any offer for any service made on the Site is void where prohibited. In the event that a service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, we shall have the right to refuse or cancel any orders placed for services listed at the incorrect price. We shall have the right to refuse or cancel any such services ordered whether or not the order has been confirmed and your credit or debit card has been charged. If your credit or debit card has already been charged for the service and it is cancelled, we shall promptly issue a credit to your credit or debit card account in the amount of the charge. We apologize for any inconvenience this may cause you. Further, it is important to note that any AI-generated content is an assistive tool and its outputs are subject to review. NYEC does not warrant the absolute accuracy or completeness of initial AI-generated content, and all advice and information provided through our Services are based on professional coaching judgment. AI outputs are intended to support our services and should not be solely relied upon as definitive information.

9. **Payment.** By submitting an order, you agree to pay in advance the price of the service(s) ordered, plus any applicable taxes, fees, shipping and handling, and/or other charges. You may make payment by credit card or any other method of payment we may make available to you (each, "Method of Payment"). In order to make a payment, you must provide us with valid credit card and/or other billing information and authorize us (or any third-party payment service provider engaged by us) to charge your Method of Payment for all services placed and accepted via the Site. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION AND THAT ALL INFORMATION YOU PROVIDE IS ACCURATE.** By submitting such information, you grant us the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. All transactions on the Site will take place in U.S. dollars.

We reserve the right to change any of the fees that we charge including any Product pricing, or to institute new or additional fees, at any time upon notice to you.

10. **Purchase History.** Your purchase history may include such details as service description, and service price, or order date. All information related to your purchase history is solely owned by us at all times but may be made available to you in our sole discretion for your review upon request.
11. **Processing Orders.** If any problems arise with your purchase of services or Method of Payment associated with your purchase, and we are unable to resolve the problem, we may notify you via the contact information provided at the time of your purchase. If problems arise with your order that we cannot resolve, your order may be cancelled, and we may not be able to process future purchases until the problem has been resolved.

12. **Cancellation.** We reserve the right to cancel, modify, or suspend any services requested if we determine in our sole discretion that a user has violated these Terms, including by engaging in any fraudulent or misleading activity (for example, by using false names, multiple identities, multiple email accounts or email addresses, impersonating another person, or otherwise providing false or misleading information), or if we believe, in our sole discretion, that a user's conduct violates applicable law or is harmful to our interests.
13. **Indemnification.** You agree that you will be personally responsible for your use of the Site, and you agree to defend, indemnify, and hold harmless NYEC from and against any and all claims, liabilities, damages, losses, and expenses (including attorneys' and accounting fees and costs), arising out of or in any way connected with (i) your access to, use of, or alleged use of the Site; (ii) your violation of the Terms or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (iv) any disputes or issues between you and any third party. NYEC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim.
14. **Reliance on Information Posted.** The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such information by you or any other visitor to the Site, or by anyone who may be informed of any of the Site's contents.
15. **Termination.** If you violate these Terms, your permission to use the Site will automatically terminate. In addition, NYEC, in its sole discretion, may suspend or terminate your user account and/or suspend or terminate some or all of your access to the Site and / or Services] at any time, with or without notice to you.
16. **Modification of the Terms.** NYEC reserves the right at any time to modify these Terms and to impose new or additional terms or conditions on your use of the Site. Such modifications and additional terms and conditions will be effective immediately upon notice and incorporated into these Terms. We will make reasonable efforts to notify you of any material changes to the Terms, including, but not limited to, by posting a notice to our website or by sending an email to any address you may have provided to us. Your continued use of the Site and / or Services following notice will be deemed acceptance of any modifications to the Terms.
17. **Disclaimers of Warranties.** The Site and / or Services are provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Although NYEC seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our Site and / or Services, and there may at times be inadvertent technical or factual errors or inaccuracies. NYEC specifically (but without limitation) disclaims (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result

from your use of or access to the Site and / or Services. NYEC does not guarantee the accuracy of, and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the Site and / or Services.

18. **Limitation of Liability.** In no event will NYEC be liable to you for any incidental, special, consequential, direct, indirect, or punitive damages, whether based on warranty, contract, tort (including negligence), statute, or any other legal theory, whether or not NYEC has been informed of the possibility of such damage. Any direct damages that you may suffer as a result of the Site and / or Services shall be limited to the greater of (i) one-hundred dollars (\$100), or (ii) the value of service(s) purchased. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability in certain circumstances. Accordingly, some of the above limitations may not apply to you.
19. **Governing Law.** These Terms are governed by the laws of the United States and the State of New York, without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, you and NYEC agree to submit to the exclusive personal jurisdiction of the state courts and federal courts located within New York County, New York, for the purpose of litigating any such disputes.
20. **Geographic Restrictions.** We provide the Site for use only by persons located in the United States. We make no claims that the Site is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
21. **Modification of the Site.** NYEC reserves the right to modify or discontinue, temporarily or permanently, some or all of the Site at any time without any notice or further obligation to you. You agree that NYEC will not be liable to you or to any third party for any modification, suspension, or discontinuance of any of the Site.
22. **General.**
 - 22.1. **Entire Agreement.** These Terms, together with the Privacy Policy, constitute the entire and exclusive understanding and agreement between you and NYEC regarding your use of and access to the Site, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties.
 - 22.2. **No Waiver.** The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
 - 22.3. **Paragraph Headers.** Use of paragraph headers in the Terms is for convenience only and shall not have any impact on the interpretation of particular provisions.

22.4. **Severability.** In the event that any part of the Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

23. **Notice to California Residents.** Under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the service or to receive further information regarding use of the service.

24. **Contact Us.** If you have questions or comments about these terms, please contact us at:

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