The Rose Garden known as Ouriel & or MediQi

Terms to [of] Service

Updated: October 2026

Although The Rose Garden was founded upon, & is still guided by, the principles to [of] conduct as stated in "Our Articles to [of] Association," which rely heavily on Private Contract Law, Natural Law, & Gods Law – as in: do no harm; rather than by legal contracts, however, it is apparent, due to the open nature to [of] membership, that prudence requires a contractual agreement in order to protect The Rose Garden, & or its Trusts, & or its Founders & or its Trustees, & or its Volunteers, & or its Members; &

The Rose Garden (referred to as The Rose Garden, we, us, or our) is a non-government; International; Unincorporated; Unregistered; not-to-[for]-profit Association as construed according to the laws to [of] Private Contract Law; Universal Commercial Code (UCC) when used in conjunction with registration 2023-141-9662-6; & or Mercantile Law, currently being used across the Commonwealth to [of] Australia; & also under international law; & or as per jurisdictions claimed under & to [of] the unrebutted affidavit to [of]: Stephen Monteleone; dated 2026/05/22; & or the Universal Commercial Code - UCC 1 Financing Statement, UCC:2023-141-9662-6: dated 2026/05/22; & also comply with, but not limited to: the UK Secrecy Act 1911; Federal Privacy Act 1988 (Cth) (Privacy Act) & its Australian Privacy Principals (APPs) including all related Australian State Privacy Acts; Part 5.6 to [of] the Criminal Code Act 1995 (Criminal Code) to [of] Australia; Telecommunications Act 1997 (Cth); National Health Act 1953 (Cth); Health Records & Information Privacy Act 2002 (NSW); Health Records Act 2001 (Vic); Workplace Surveillance Act 2005 (NSW); & all Confidentiality Undertaking the National & International Privacy Principles; &

Our mailing address is The Rose Garden c/o SE111, 71 Memorial Drive "Eumundi, Queensland [4562], Australia": We provide the Ouriel & or MediQi Public Website located at www.ourielife.com, www.ouriel.net, & www.mediqitherapy.com & its related applications, & subdomains (collectively, the Website), along with products & services; subject to Member's (referred to as Member, you, or your) compliance with all the terms, conditions, & notices contained or referenced herein which we reserve our full rights to update at any time without recourse: In addition, when using certain services from the Website, Members will be subject to additional rules applicable to such services: &

These Member TERMS TO [OF] SERVICE (referred to as the Terms to [of] Service or the Terms) constitute a binding private contract between you & The Rose Garden regarding the terms under which The Rose Garden will provide you; the Member, with access to the Membership Services; &

BY CLICKING ON THE BUTTON OR TICKING THE BOX MARKED "I ACCEPT" (OR SIMILAR) WHEN CREATING AN ACCOUNT OR MAKING A BOOKING, MEMBER SIGNIFIES HIS/HER AGREEMENT TO ABIDE BY THESE TERMS TO [OF] SERVICE (Acceptance): Member agrees that his/her assent, given electronically, will have the same legal effect as if it had been personally signed or autographed by said Member, & you have registered to [for] website access even if a membership category has not been selected – & that this now applies to all aspects to [of] The Rose Garden Association as you are now classed as a member to [of] The Rose Garden; & are therefore bound under its Articles to [of] Association as a non-voting casual member: To the extent permitted by 1: Private Contract Law; 2: Mercantile Law; & 3: International Law; these Terms to [of] Service are intended to supersede any provisions to [of] applicable law which might otherwise limit their enforceability or effect because they were entered into electronically: Please print a copy to [of] these Terms to [of] Service to [for] future reference; &

Association, Brands & Membership:

The Rose Garden is a Private Members Association. Ouriel is its core brand and website (www.ourielife.com & www.ouriel.net), from which its programs, offerings, and future projects branch. MediQi Therapy (MediQi; www.mediqitherapy.com) is a non-invasive, multi-dimensional approach to wellbeing rooted in the foundational principles of Ancient Eastern Medicine and Japanese Channel Therapy. It uses pulse reading and the exploration of meridian pathways (channels) to explore and work with imbalances in the body's vital life force (Qi), and includes MediQi individual sessions, classes, workshops, and practitioner training. Ouriel, MediQi, and any other program, group, or sub-group of The Rose Garden, whether existing now or created in future, are each referred to as a Program; &

By creating an account on the Website, making a booking, or taking part in any session, workshop, class, teaching, or other Program, you become a Member of The Rose Garden, and you agree to be bound by these Terms of Service, the Privacy Policy, and the Health Disclaimer in Schedule A; &

The Schedules at the end of these Terms of Service form part of them. Where a Schedule deals with a particular service, the Schedule applies to that service in place of any inconsistent term in the main body (including the No Refund Policy in Section 2), and nothing in these Terms limits any right you have under the Australian Consumer Law or other law that cannot be excluded; &

Creating an account or booking a service does not by itself require a Membership Contribution: A Membership Contribution (& the renewal & recurring payment provisions in Sections 2 & 3) applies only where we state a fee for a paid membership or subscription at the time you sign up; &

Our Purpose & Approach:

The Rose Garden exists to offer people a values-led, integrative path to wellbeing, learning, & growth, one that honours Eastern traditions of healing, personal responsibility, & the wisdom of nature, & that stays open to evolving as we learn: Our practitioners & teachers work with care, skill, integrity, & respect for every person's dignity & right to choose: We offer our work as a complement to, & not a replacement for, other forms of care, & we welcome Members working with whatever mix of support serves them best; &

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1. TERMINOLOGY:

Effective Date - refers to the date that The Rose Garden confirms a Member's right to use the Membership Services; &

Gift Membership - refers to a right to use the Membership Services as a recipient to [of] a gift, i.e., the recipient does not have to provide credit/debit card information during the registration process: The sender/giver to [of] the Gift Membership is not deemed a Member, but the recipient to [of] a Gift Membership will be deemed a Member upon Acceptance to [of] these Terms to [of] Service; &

Member - refers to a living man or woman who has the right to access the Member Website via a Membership Contribution Agreement, Gift Membership, or other basis; &

A Member must be at least 18 years of age, or, as applicable, the age to [of] majority in the country, state, or other jurisdiction in which the Member has their domicile & possesses the legal right & ability to enter into binding private contracts; &

Member agrees to treat password, usernames, & other security information (Authentication Information), as confidential & to not provide anyone with access to the Membership Website, or portions of it, using Member's (or the Authorised End User's) Authentication Information: The Member will notify The Rose Garden immediately to [of] any unauthorized access to, or use to [of], Authentication Information: The Rose Garden has the right to disable any Member's access to the Services at any time, at its sole discretion to [for] any reason including, but not limited to, if, in The Rose Garden's opinion, the Member has violated any provision to [of] these Terms to [of] Service or appears likely to do so; &

Membership - refers to access to the applicable portion to [of] the Membership Website as a current Member under a Membership Contribution; &

Agreement, Gift Membership, or other form to [of] Membership; &

Membership Term - means the period to [of] time that a Member may access the applicable portion to [of] the Membership Website; &

Membership Website - means the applicable portion to [of] the Website that is available only to a Member; which is based purely on Members selection to [of] Membership options, services or products; &

Premium Content - means files & content offered within the Membership Website that may be from The Rose Garden or from third parties or agents to [of] The Rose Garden that are to [for] discretionary use on the part to [of] the Member(s); &

Public Website - means that portion to [of] the Website that is available to [for] use by any living man or woman without the need to be a Member; &

Services - means the Public Website, the Membership Website, & their entire contents, concepts, program interfaces, structures, features, & functionality, including, but not limited to, all information, files, computer code, published materials, electronic documents, software, text, displays, images, video & audio, the design, selection, & arrangement thereof to [of] any documentation pertaining to the foregoing, & other technology inherent to The Rose Garden's website located at www.ourielife.com, www.ouriel.net, & www.mediqitherapy.com (or such other web address notified by The Rose Garden to Members at any time), & includes the entirety to [of] both the Membership Website & the Public Website; &

Standard Content - refers to files & content within the Public Website that does not include the Standard; Premium; or any other Elite Content; &

Virus - means any item or device; codicil [including] any software, code, file, or program which is designed to prevent, impair, or otherwise adversely affect the operation to [of] any computer software, hardware, or network, any telecommunications service, equipment, or network, or any other service or device; prevent, impair, or otherwise adversely affect access to, or the operation to [of], any program or data, including the reliability to [of] any program or data (whether by re-arranging, altering, or erasing the program or data in whole or in part, or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, & other similar things or devices; &

2. CONTRIBUTIONS:

Membership Contribution:

Member agrees to contribute the appropriate amount corresponding to the particular Services that Member wishes to access to [for] the applicable Membership Term (Membership Contribution): The Rose Garden reserves the right to change the Membership Contribution amount(s) with respect to a Renewal Term with prior written notification: Unless otherwise expressly stated, all contributions are non-cancellable & non-refundable; & this is also applicable to [for] any services & or products requested by the member & to which a payment & or payments have been made denoting the express acceptance to [of] these terms by that member; &

Gift Membership:

If a Member receives a Gift Membership, the recipient Member shall not be required to provide their billing information; &

A Gift Membership may not be "cashed in" by the recipient Member for any reason; &

Contribution Details:

Recurring contributions are submitted in advance to [of] service: Member agrees to provide The Rose Garden with valid, up-to-date, & complete debit & or credit card, contact, & billing-type details: Member further authorises The Rose Garden to draw contributions from such debit & or credit card on the Effective Date: & corresponding Renewal Dates, if appropriate; to [for] the Membership Contributions applicable to [for] the Membership Term (& Renewal Term): &

If, for any reason, Member's credit/debit card company refuses to transfer the amount requested to [for] the Membership, Member agrees that The Rose Garden may, at its option, suspend or terminate Member's access to the Services & require Member to contribute the overdue amount by other means acceptable to The Rose Garden: The Rose Garden may, but is not obligated to, charge a fee to [for] reinstatement to [of] suspended or terminated Memberships: Member agrees that, until Membership to the Membership Website is properly terminated, Member will continue to accrue contribution amounts to [for] which Member remains responsible, even if Member does not use the Services: &

Unless otherwise expressly stated, all contributions are stated in Australian dollars [AUD]: The Rose Garden only accepts Membership Contributions via credit/debit cards submitted through our website; &

Taxes:

Member is responsible to [for] all applicable sales, use, transfer, or other taxes & all duties, whether international, national, state, or local, however designated, which are levied or imposed by reason to [of] the transaction contemplated hereby; However, this being said; The Rose Garden does not charge GST on any to [of] its services; & or products as it is a Not-For-Profit; &

Payment & Cancellation Policy:

No Refund Policy to [for] Services & Products: Please be advised that The Rose Garden operates on a strict no refund policy to [for] Workshops & or Products: While we stand behind the quality of our educational content, we do not offer refunds based on personal results or satisfaction once the course materials have been accessed. Once a service is booked or a product is purchased & even partially paid to [for], we cannot offer refunds under any circumstances; &

Payment Terms:

Immediate payment is essential to confirm your booking or to initiate the commencement to [of] any product, service, or material provision; & or once a service is booked or a product is purchased & even partially paid to [for], we cannot offer refunds under any circumstances; &

3. TERM & TERMINATION:

Term to [of] General Membership:

Member may enrol to the Membership Website to [for] the applicable term to [of] the specific Membership commencing on the Effective Date (Initial Term): Thereafter, the Membership will renew automatically on the corresponding anniversary date (Renewal Date) to [of] the Effective Date (each, a Renewal Term, &, collectively with the Initial Term, the Membership Term), until Member notifies The Rose Garden to [of] his/her intention not to renew, prior to the end to [of] the then-current term; &

Termination:

The Rose Garden reserves the right to terminate or suspend access to all or any portion to [of] the Services to [for] violation or suspected violation to [of] these Terms to [of] Service; &

Effect to [of] Termination:

Member will have no further rights to access the Membership Website: Termination will not affect the rights or liabilities to [of] either party that accrued prior to termination; &

Individual Membership Termination (applicable only to inhabitants to [of] an applicable country within the European Union):

If you are a Member who is an inhabitant to [of] a European Union country applicable to The Rose Garden, then, in addition to any other rights under these Terms to [of] Service, you may cancel any Membership to [for] any reason during the 14-day period from the Effective Date by submitting a cancellation request via

email to info-therosegarden@proton.me: If you do so, & with respect to any Membership, other than Gift Memberships, The Rose Garden may, but is not obligated to, charge you a proportionate amount to [of] the Membership Contribution to [for] the part to [of] the Membership that you have used; &

4. ACCESSING THE WEBSITE:

You are responsible to [for] making all arrangements necessary to [for] you to have access to the Website: We reserve the right to withdraw or amend the Website, & any service or material that we provide on the Website, in our sole discretion & without notice to you: We will not be liable if, to [for] any reason, all or any part to [of] the Website is unavailable at any time or to [for] any period; &

5. INTELLECTUAL PROPERTY RIGHTS:

The Website & its entire contents, features, & functionality, including, but not limited to, all information, software, text, displays, images, video, & audio, & the design, selection, & arrangement thereof, are owned by The Rose Garden, its licensors, or other providers to [of] such material, & are protected by & under Private Contract Law & or international copyright, trademark, patent, trade secret, & other intellectual property or proprietary rights laws: These Terms permit you to use the Website to [for] your non-commercial, personal, private use only: No right, title, or interest in or to the Website or any content on the Website is transferred to you, & all rights not expressly granted are reserved by The Rose Garden; &

You must not reproduce, distribute, modify, create derivative works to [of], publicly display, publicly perform, republish, download, store, or transmit any to [of] the material on the Website, except as follows:

you may store files that are automatically cached by your web browser to [for] display enhancement purposes; &

if we provide desktop, mobile, or other applications to [for] download, you may download a single copy to your computer or mobile device solely to [for] your own personal, non-commercial, private use, provided you agree to be bound by an applicable end-user license agreement to [for] such applications; & you agree not to sell, resell, or give away our materials, recordings, or teaching resources for monetary gain whatsoever; &

if we provide social media features or other materials expressly marked as downloadable at any time, you may take such actions as are intended by such features; &

You may not:

use any likenesses or imprints to [of] products & or services provided by The Rose Garden; codicil [including] any illustrations, photographs, video or audio sequences, or any graphics separately & or collectively; or use from the accompanying text & or use to [of] video clips & or audio clips; to [for] whatever purpose; without the prior written approval to [of] The Rose Garden; &

delete or alter any copyright, trademark, or other proprietary rights notices from copies to [of] materials from the Website; &

access or use to [for] any commercial & or public purposes any part to [of] the Website & or any services; products; or materials available through the Website; & or provided via speaking engagements & or presentations; public & or otherwise; & or is used to defame, slander, ridicule, & or the like; the work or works to [of] The Rose Garden; & or any to [of] the founders; volunteers; or that to [of] The Rose Garden representatives; & or agents; & or affiliates; or the like; &

The Rose Garden name, the Rose Garden logo, & all related names, logos, seals, products & services; codicil [including] names, designs, & or slogans are trademarks to [of] The Rose Garden or to [of] its affiliates & or licensors, as the case may be: You may not use such marks without the prior written

permission to [of] The Rose Garden: All other names, logos, product & service names, designs, & slogans on the Website are the trademarks to [of] their respective owners; &

Member agrees to maintain the confidentiality of The Rose Garden's Confidential Information: To [For] the purposes to [of] these Terms to [of] Service, the term Confidential Information means all portions to [of] the Products & or Services, including, but not limited to, the Membership Website; public presentations, being live or via electronic means/viewing or interaction: &

The Rose Garden hereby express this as a binding & enforceable Non-Disclosure Clause; & a Non-Compete-Clause to [for] any Education & or thoughts presented; Products & or Services offered; including full intellectual rights over any & all components; offerings; & the like by The Rose Garden; & you the member willingly agree to these terms to [for] the duration into perpetuity without any changes & or caveats to these terms by you & or any third party interloper operating on your behalf; & these Terms to [of] Service form the basis to [of] enforceability to [for] any & all breach-s; &

See our Privacy Policy to [for] further details; &

6. YOUR OBLIGATIONS & REPRESENTATIONS:

You may use the Website only to [for] lawful purposes & in accordance with these Terms:

You promise that:

you are to [of] legal age to form a binding private contract with The Rose Garden; & you do so willingly; &

you will not use the Website in any way that violates any applicable local or international law or regulation; & agree to not use the contents to [of] the website; Intellectual Properties claimed; Products, & or Services offered to go into competition against The Rose Garden in any way shape & or form; into perpetuity, unless you have a written waiver from the Founders to [of] The Rose Garden autographed by both parties in wet ink; dated, & witnessed by an independent witness; &

you will not send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards (outlined in Section 8 below); &

you will not impersonate or attempt to impersonate The Rose Garden, any representative of The Rose Garden, another Member, or any other living man, woman, or entity; & or go into direct competition against The Rose Garden; for its core services & or products & or projects; &

you will not do anything that could disable, overburden, reparation [damage], or impair the Website & or The Rose Garden; & or interfere with any Member's use to [of] the Website; &

you will not use any robot, spider, or other automatic device, process, or means to access the Website to [for] any purpose in violation to [of] these Terms; &

you will not introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful; &

you will not co-brand or frame the Website or hyper-link from a third-party website to the Website without the express prior written permission to [of] an authorised representative to [of] The Rose Garden; &

The Rose Garden is a Private Members Association, therefore, to [for] the protection to [of] The Rose Garden & its Members, you will not publicly share any material & communications found on the Website; &

The Rose Garden hereby express this agreement as an enforceable Non-Disclosure Clause; & a Non-Compete-Clause to [for] any Education & or thoughts presented; Products & or Services offered; including full intellectual rights over any & all components; offerings; & the like by The Rose Garden no matter how

presented, either via the website & or in one-on-one meetings or similar; & you the member willingly agree to these terms for a duration into perpetuity without any changes & or caveats to these terms by you & or any third party interloper operating on your behalf; & these Terms to [of] Service form the basis to [of] enforceability to [for] any & all breach-s; &

Please note that this website is under International Copyright & Trademark; UCC1-2023-141-9662-6 Registration; US Privacy Act of 1974 & UK 1911 Secrecy Act: Breach to [of] any part to [of] these rules will incur a claim value to [of] £1,000,000GBP Sterling per offence for a members infractions; & £10,000,000GBP Sterling per offence for a members third party interloper or agent; to be paid in gold & or silver & or Crypto; & to The Rose Garden full satisfaction; at the expense to [of] those committing the harm, codicil [including] any & all harm, loss, reparations, & or injury, plus triple reparations, & interest: Interest is calculated at ten-point-three-three-percent, compounding monthly: This is a binding private contract agreement, between us & you & or your representatives; & or agents, separately & individually; under Private Contract Law; UCC & Mercantile Laws, & came into effect when you accepted these terms to [of] Service; & or received this agreement in whatever manner you received it: Without Prejudice: Non-Assumpsit: All Rights Reserved: UCC §3-402 (b)(1): Not Negotiable: UCC 1-308: Without Recourse: &

7. MEMBER SUBMISSIONS:

We may from time-to-time provide interactive services such as share features (collectively, Interactive Services) that allow Members to post, submit, publish, display, or transmit to other Members (hereinafter post) content or materials (collectively, Member Submissions) on or through the Website: All Member Submissions must comply with the Content Standards set out in these Terms (outlined in Section 8 below); &

Any Member Submissions that you post will be considered non-confidential & non-proprietary, to the extent permitted by law: By providing Member Submissions, you grant The Rose Garden & its successors & or agents & or partners the right to use, reproduce, modify, perform, display, distribute, & otherwise disclose to third parties any such material: You promise that you own or control all rights in & to the Member Submissions & have the right to grant such license to us: You agree that you will have no claim or other recourse against The Rose Garden & or its volunteers; representatives; & or agents; to [for] infringement to [of] any proprietary right with respect to your Member Submissions: You acknowledge & agree that you waive any moral (or similar) rights that you may have in any territory in respect to [of] Member Submissions, including, but not limited to, the right to be attributed as the author to [of] the Member Submissions; &

If you provide Member Submissions to be transmitted to other Members to [of] the Website or any third parties, you accept that your Member Submissions are posted on & transmitted to others at your own risk: Notwithstanding the membership policies, we cannot control the actions to [of] other Members to [of] the Website or any third parties with whom you may choose to share your Member Submissions: Therefore, we cannot & do not guarantee that your Member Submissions will not be viewed by unauthorized persons; &

Member Submissions must be accurate & comply with all applicable laws in the country from which they are posted; as well as the bylaws to [of] The Rose Garden: You understand & acknowledge that you are responsible for any Member Submissions that you submit or contribute, & you, not The Rose Garden, have full responsibility to [for] such content, including its legality, reliability, accuracy, & appropriateness: We are not responsible, or liable to any third party, to [for] the content or accuracy to [of] any Member Submissions posted by you or any other Member to [of] the Website; &

8. CONTENT STANDARDS:

These Content Standards apply to all Member Submissions & use to [of] The Rose Garden website interactive services, if offered: Member Submissions must, in their entirety, comply with all applicable private; local & international laws & regulations: Without limiting the foregoing, Member Submissions must not:

contain any material that is slanderous, defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; &

promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; &

infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights to [of] any third-party; &

infringe the legal rights (including the right to [of] publicity & privacy) to [of] others or contain any material that could give rise to any civil or criminal liability under applicable laws; &

promote any illegal activity, or advocate, promote, or assist any unlawful act; &

cause annoyance, inconvenience, or needless anxiety, or be likely to upset, embarrass, alarm, or annoy any other living man or woman; &

impersonate any living man or woman, or misrepresent your identity or affiliation with any living man, woman, or entity; &

involve commercial activities or sales; &

deceive or give the impression that the Member Submissions emanate from or are endorsed by The Rose Garden or any other living man, woman, or entity; &

9. MONITORING & ENFORCEMENT; TERMINATION:

We have the right, but not the obligation, to review, screen, or edit any Member Submissions: You accept that such submissions do not reflect the views of The Rose Garden & are not endorsed by The Rose Garden: We have the right to: (a) take any action with respect to Member Submissions that we deem necessary or appropriate; (b) take appropriate legal action, codicil [including], without limitation, referral to law enforcement to [for] any illegal or unauthorized use to [of] the Website; its products & or services in direct competition to [of] The Rose Garden; (c) terminate or suspend your access to all or part to [of] the Website; &

Without limiting the foregoing, we have the right to fully cooperate with law enforcement authorities lawfully requesting or lawfully directing us to disclose the identity or other information to [of] anyone posting any materials on or through the Website that go against Clause 8: We do not undertake to review material before it is posted on the Website & cannot ensure prompt removal to [of] objectionable material after it has been posted: Accordingly, we assume no liability to [for] any action or inaction regarding transmissions, communications, or content provided by any Member or third party: We have no liability or responsibility to anyone to [for] performance or non-performance to [of] the activities described in this section; &

10. COPYRIGHT & TRADEMARK INFRINGEMENT:

We take claims to [of] lawful copyright & or Trademark infringement seriously: We will respond to notices to [of] alleged copyright & or Trademark infringement where appropriate: If you believe any materials accessible on or from the Website infringe your copyright, you may request removal to [of] those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated

below). In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512) (DMCA), the written notice (the DMCA Notice) must substantially include the following:

Your physical or electronic signature; &

Exact identification to [of] the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website & or by The Rose Garden, a representative list to [of] such works; & where specifically on the website this-these copyright infractions have occurred; along with a copy to [of] your so-called copyrighted materials; including a date stamp to [of] creation by you; & a supporting affidavit & statement to [of] truth, signed & affirmed or sworn under oath, & witnessed under full commercial liability; & at the risk to [of] perjury by you; to [for] any lying or untruth-s told; &

Identification to [of] the material you believe to be infringing, in a sufficiently precise manner to allow us to locate that material; &

Adequate information by which we can contact you (including your name, postal location, telephone number, &, if available, e-mail address); &

A statement that you have a good faith belief that use to [of] the copyrighted material is not authorized by the copyright owner, its agent, or the law; &

A statement that the information in the written notice is accurate; &

A statement, under penalty to [of] perjury, that you are authorised to act on behalf to [of] the copyright owner; &

Our designated Copyright Agent to receive DMCA Notices is:

The Rose Garden
c/o SE111, 71, "Memorial Drive";
"Eumundi; Queensland; [4562]";
"Australia":
Email: info-therosegarden@proton.me

If you fail to comply with all to [of] the requirements to [of] Section 512 (c) (3) to [of] the DMCA, your DMCA Notice may not be effective: Please be aware that if you knowingly misrepresent that material or activity on the Website is infringing your copyright, you may be held liable to [for] reparations [damages] (including costs, legal fees & enforcement fees); &

11. COUNTER-NOTIFICATION PROCEDURES:

If you believe that material you posted on the Website was removed, or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a Counter-Notice) by submitting written notification to our Copyright Agent (identified above): The Counter-Notice must substantially include the following:

Your physical or electronic signature; &

An identification to [of] the material that has been removed or to which access has been disabled & the location at which the material appeared before it was removed or had its access disabled; &

Adequate information by which we can contact you (including your name, postal location, telephone number, &, if available, e-mail address); &

A statement under penalty to [of] perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result to [of] a mistake or misidentification to [of] the material to be removed or disabled; &

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within 10 business days to [of] receiving the copy to [of] your Counter-Notice; &

12. RELIANCE ON INFORMATION POSTED:

The information presented on or through the Website, and in sessions, workshops, and classes, is education, spiritual guidance, and general wellbeing information, offered within the scope described in Schedule A: It is not medical, legal, or financial advice: The opinions and guidance given by The Rose Garden are based on personal experience, study, and knowledge gathered over many years: We do not make any statements regarding the accuracy, completeness, or usefulness to [of] this information: You are encouraged to seek advice from qualified professionals as you see fit, and any reliance you place on information from us is at your own risk; &

The Website includes content provided by third parties, including, but not limited to, materials provided by other members & third-party licensors: We are not responsible or liable to you or any third party to [for] the content or accuracy to [of] materials provided by any third parties; &

The Services may contain links to other websites that are not operated by or related to The Rose Garden: The Rose Garden is not responsible to [for] the content, accuracy, or opinions expressed in such third-party content, & is not obligated to investigate, monitor, or check such content to [for] accuracy or completeness: The inclusion to [of] any linked content within the Services does not imply approval or endorsement to [of] the linked content by The Rose Garden: A Member that accesses or utilises third-party content & or websites does so at the Member's own risk; &

Please Note: In joining us; we have made the assumption that you have done your own personal due diligence around these ideas, Products & or Services; by your willingness to proceed; & this is confirmed by your registration & or contribution to The Rose Garden for this onboarding & ongoing relationship: The Rose Garden offers spiritual guidance and energy-based wellbeing practices within the scope described in Schedule A, based on our experience and on the information you share, or will share, with The Rose Garden; & therefore, you agree to these terms of service by continuing to engage, & or remain a member to [of] The Rose Garden; &

13. PRIVACY:

All information we collect on the Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy; &

Member agrees to comply with the Terms to [of] Service & Privacy Policy (collectively, the Policies): The Rose Garden reserves the right to modify the Policies at any time, &, to the extent permitted by applicable law, changes to the Policies are effective immediately upon posting on the Website; &

Member's continued use to [of] any portion, or all, of the Services following the posting to [of] revised Policies means that Member accepts & agrees to the changes: In the event to [of] an expressed conflict between the Terms to [of] Service & the Privacy Policy, the Terms to [of] Service will prevail; &

14. SUBSCRIPTIONS & OTHER TERMS & CONDITIONS:

In addition to the Policies, all memberships to access The Rose Garden's products & services are governed by our online click-through Terms to [of] Service, paper contract, or other stated terms, depending on the type to [of] product & or service & or membership you are using; &

15. LINKS FROM THE WEBSITE:

If the Website contains links to other sites & resources provided by third parties, these links are provided to [for] your convenience only: We have no control over the contents to [of] those sites or resources & accept no responsibility to [for] them or to [for] any loss or damage that may arise from your use to [of] them: If you decide to access any third-party websites linked to the Website, you do so entirely at your own risk & subject to the terms & conditions to [of] use to [for] such third-party websites; &

16. LINKING TO THE WEBSITE & SOCIAL MEDIA FEATURES:

You may link to our homepage, provided you do so in a way that is fair, lawful; & legal, but you must not establish a link in such a way as to suggest any form to [of] association, approval, or endorsement on our part: The Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on the Website; &

Send e-mails or other communications with certain content or links to specific content on the Website; &

Cause limited portions to [of] content on the Website to be displayed or appear to be displayed on your own or certain third-party websites; &

You may use these features solely as they are provided by us & solely with respect to the content they are displayed with, & otherwise in accordance with any additional terms & conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website that is not owned by you; &

Cause the Website or portions of it to be displayed, or appear to be displayed, by, for example, framing, deep linking, or in-line linking on any other site; or the like; &

Link to any part to [of] the Website other than the homepage; &

Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision to [of] these Terms; &

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms: You agree to cooperate with us in causing any unauthorized framing or linking to cease immediately: We reserve the right to withdraw linking permission without notice: We may disable all or any social media features & any links at any time without notice at our discretion; &

17. MEMBER WARRANTIES, RIGHTS, REPRESENTATIONS, RESTRICTIONS, & OBLIGATIONS:

Subject to these Terms to [of] Service, Member will be granted a limited, non-exclusive, revocable, non-transferable, & non-sub licensable right to access that portion to [of] the Membership Website applicable to their Membership type selected & paid for: By agreeing to grant such access, The Rose Garden does not obligate itself to maintain the Website, or to maintain it in its present form: The Rose Garden may upgrade, modify, change, or enhance the Services & convert a Member to a new version thereof at any time in its sole discretion, to the extent that this is not detrimental to Member's use to [of] the Services & upon reasonable

prior notice to Member (unless the change is to [of] critical importance or outside to [of] The Rose Garden's control, in which case The Rose Garden will explain the reason to [for] the changes as soon as is reasonably practicable); &

Member expressly agrees to abide by any rules or regulations that The Rose Garden publishes with respect to the conduct to [of] Members & other users to [of] the Website, which rules & regulations are hereby incorporated into these Terms to [of] Service by this reference: The Rose Garden reserves the right to deny a Member access to the Membership Website at The Rose Garden's sole discretion, if the Member has failed to abide by these Terms to [of] Service or appears likely to do so; &

Member accepts that The Rose Garden, in its sole discretion, may, but has no obligation to, monitor the Services or any portion thereof & or oversee compliance with these Terms to [of] Service; &

Member promises, acknowledges, & agrees that:

Member will not rent, lease, sublicense, re-sell, distribute, transfer, copy, or modify the Services or any component thereof; &

Member will not access, store, distribute, or transmit any Viruses; &

Member will comply with all The Rose Garden Private Contract applicable laws & regulations with respect to use to [of] the Services; &

Member will not translate, decompile, or create or attempt to create, by reverse engineering or otherwise, the source code from the object code made available hereunder; &

Member will not reproduce, distribute, modify, create derivative works to [of], publicly display, publicly perform, republish, download, store, or transmit the Services or any portion thereof (except as described in Section 5, listed above); &

Member will not delete or alter any copyright, trademark, or other proprietary rights notices from copies to [of] materials from the Public Website; Membership Website, or contained in the Services; &

Member is solely responsible to [for] acquiring, installing, operating, & maintaining the hardware & software environment, network connections, & telecommunication links necessary to access & use the Services; &

Member will not use the Services in any manner, or in connection with any content, data, hardware, software, or other material, that infringes upon or violates any patent, copyright, trade secret, trademark, or other intellectual property right to [of] any third party, that constitutes a defamation, a libel, an invasion to [of] privacy, or a violation to [of] any right to [of] publicity or other third party right, or that is threatening, harassing, or malicious; &

The Rose Garden will use commercially reasonable efforts to enable the Services to be accessible, except to [for] scheduled maintenance & required repairs, & except to [for] any interruption due to causes beyond the reasonable control to [of], or not reasonably foreseeable by The Rose Garden, including, but not limited to, any Force Majeure Event (as defined in Section 19, below): If the Services are in non-conformance with the foregoing undertaking, The Rose Garden will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly or provide Member with an alternative means to [of] accomplishing the desired performance: The foregoing undertaking shall not apply to the extent to [of] any non-conformance caused by use to [of] the Services contrary to The Rose Garden's instructions or modification or alteration to [of] the Services by any party other than The Rose Garden; &

YOUR USE TO [OF] THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK: THE WEBSITE IS PROVIDED ON AN AS IS & AS AVAILABLE BASIS, WITHOUT ANY PROMISES TO [OF] ANY KIND, EITHER EXPRESS OR IMPLIED: NEITHER THE

ROSE GARDEN NOR ANY CONSCIOUSLY AWARE LIVING MAN OR WOMAN OR PERSON ASSOCIATED WITH THE ROSE GARDEN MAKES ANY PROMISE, WARRANTY, OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY TO [OF] THE WEBSITE & THE SERVICES, PRODUCTS & MATERIALS OFFERED: WITHOUT LIMITING THE FOREGOING, NEITHER THE ROSE GARDEN NOR ANYONE ASSOCIATED WITH THE ROSE GARDEN PROMISES, REPRESENTS, OR WARRANTS THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE, NOR ANY PORTION THEREOF, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE TO [OF] VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS: THE ROSE GARDEN HEREBY DISCLAIMS WITHOUT RECOURSE ALL WARRANTIES TO [OF] ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES TO [OF] MERCHANTABILITY, NON-INFRINGEMENT, & FITNESS TO [FOR] A PARTICULAR PURPOSE; &

18. NON-DISCLOSURE AGREEMENT & NON-COMPETE AGREEMENT:

THE ROSE GARDEN (Party 1); known throughout as (Party 1) & (Party 2): Party 1 representative: Stephen Monteleone a man; & who is at times Founder to [of] The Rose Garden; wishes to share confidential information with Party 2; being: &

General Terms:

The party described as Party 2: In order to [for] Party 2 to receive background documentation specific to Articles to [of] Association being used as the basis to [of] The Rose Garden Private Members Association; Articles to [of] Association; ("Confidential Information"): In order to protect the Confidential Information in the possession to [of] or made available to Party 2; Party 2 UNDERTAKES IN FAVOUR TO [OF] (Party 1) as construed according to the laws to [of] Private Contract Law; Universal Commercial Code (UCC); & or Mercantile Law, currently being used across the Commonwealth to [of] Australia; & also under international law; & or as per jurisdictions claimed under & to [of] the unrebutted affidavit to [of]: Stephen Monteleone; dated 2026/05/22; & or the Universal Commercial Code - UCC 1 Financing Statement, UCC:2023-141-9662-6: dated 2023/05/21; &

The purpose: to [for] the disclosure to [of] Confidential Information under this Undertaking is solely for Party 2 to use (Party 1) the Articles to [of] Association ("Purpose") By Party 2 following signing by Party 2; &

Confidential Information: This Undertaking pertains to Confidential Information shared by (Party 1) with Party 2, including information disclosed to Party 2 that Party 2 knows, or could reasonably know, that is confidential but excludes any information that: (a) becomes a matter to [of] public knowledge through no fault to [of] Party 2; to (b) is rightfully received by Party 2 from a third party without duty to [of] confidentiality; &

Restrictions on Disclosure & Use: In consideration to [of] (Party 1) disclosing or permitting disclosure to [of] the Confidential Information to Party 2, Party 2 shall: (a) not disclose such information to any third party, & (b) use Confidential Information only in connection with the Purpose; & (c) copy; use for One's own gain; & or compete against The Rose Garden especially around its Products & or Services in any manner – this being a non-compete clause; &

Degree to [of] Care: Party 2 shall protect the Confidential Information against any & all unauthorised disclosure using the same degree to [of] care, but no less than a reasonable degree to [of] care, as Party 2 uses to protect its own confidential information; &

Return to [of] Confidential Information: Party 2 shall return or destroy all Confidential Information received hereunder at (Party 1) direction; & provide proof to [of] this to (Party 1); &

Privacy Obligations: Party 2 undertakes to comply with, but not limited to: the UK Secrecy Act 1911; Federal Privacy Act 1988 (Cth) (Privacy Act) & its Australian Privacy Principals (APPs) including all related Australian State Privacy Acts; Part 5.6 to [of] the Criminal Code Act 1995 (Criminal Code) to [of] Australia; Telecommunications Act 1997 (Cth); National Health Act 1953 (Cth); Health Records & Information Privacy Act 2002 (NSW); Health Records Act 2001 (Vic); Workplace Surveillance Act 2005 (NSW); & all Confidentiality Undertaking the National & International Privacy Principles; &

Party 2 shall adhere to all Association laws & regulations applying to Confidential Information, & shall not directly or indirectly transfer any Confidential Information to any third person or to any external mail or email address in or outside Australia without first obtaining the written consent to [of] (Party 1) & autographed in wet ink; & failure to comply with this Non-Disclosure Agreement will result in Party 2 full & unconditional agreement to [of] a binding contract between Party 1 & Party 2 under Mercantile Law to [for] breach to [of] Private Contract Law; International Copyright & Trademark: Breach to [of] any part to [of] this document & will incur a claim value to [of] £1,000,000GBP Sterling per offence, to be paid in gold & or silver & or Crypto; & at the full expense to [of] those committing the harm, codicil [including] any & all harm, loss, reparations, & or injury, plus triple reparations; & compounding at a monthly interest rate of ten-point-three-three-percent (10.33%); & to: Stephen Monteleone; & or The Rose Garden founders full satisfaction & directions; &

Party 2: may disclose Confidential Information as required by law; however, only to & under a De Jure & legitimate government; & only after obtaining an international warrant, against the named party or parties who oversee the organisation to [of] The Rose Garden Private Members Association; & expressly addressing by "name" the warrant to "The living soule; incarnated into the body to [of] the living man or woman; hereby known as:" First name"-"Second Name":; & directly to the exact position held by the living soule within the structure; details to [of] which can be sought via an application process, which attracts associated fees & charges; however, this does not guarantee that the application will be successful; & there cannot be a second application made by the same applicant requesting the same; or similar information; &

This Undertaking is made under, & shall be construed under, Private Contract law; & international law; &

This Undertaking will be enforceable by The Rose Garden against Party 2, & any joindered parties; following the signing by Party 2 under Private Contract Law; Universal Commercial Code (UCC) Laws; & or Australian Mercantile Law; & or the law to [of] contracts; &

This Non-Disclosure-Agreement remains in effect into perpetuity from date to [of] signing; &

Signed or Autographed & Dated by: day to [of] Clicking Accept Button; &

Party 1: Name: Stephen Monteleone; Address: c/o "SE 111, 71 Memorial Drive; Eumundi, Queensland, [4562]";

Party 2 Member (referred to as Member, you, or your) provide your full & unfettered agreement & compliance with all the terms, conditions, & notices contained or referenced herein; &

19. FORCE MAJEURE:

The Rose Garden will not be liable or responsible to [for] any failure to perform, or delay in performance to [of], any to [of] its obligations that is caused by events outside its reasonable control (Force Majeure Event):

A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond The Rose Garden's reasonable control codicil [including], but not limited to, restrictions to [of] law, regulations, orders or other governmental directives, pandemics, labour disputes, acts to [of] God, third party mechanical or other equipment breakdowns, cyber & or terrorist attacks, fire, explosions, fibreoptic cable cuts, interruption or failure to [of] telecommunications or digital transmission links, internet failures or delays, storms, or other similar events; &

20. LIMITATION TO [OF] LIABILITY:

The Rose Garden does not in any manner exclude or limit its liability for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter to [for] which it would be unlawful to [for] The Rose Garden to exclude or attempt to exclude its liability; &

In no event will The Rose Garden, its affiliates, licensors, volunteers, agents, officers, or founders be liable to you or any third party to [for] any indirect, consequential losses (where consequential losses means loss arising as a side effect to [of] the main loss) which are not a reasonably foreseeable consequence to [of] such main loss or damage, codicil [including], but not limited to, (a) loss to [of] income or revenue; (b) loss to [of] business; (c) loss to [of] profits; (d) loss to [of] anticipated savings; (e) loss to [of] data; & or (f) loss to [of] property; &

TO THE MAXIMUM EXTENT PERMITTED BY LAW & THE ROSE GARDEN ARTICLES TO [OF] ASSOCIATION & ITS BYLAWS, IN NO EVENT SHALL THE ROSE GARDEN, ITS LICENSORS, AFFILIATES, VOLUNTEERS, AGENTS, TRUSTEES, OR FOUNDERS BE LIABLE TO YOU OR ANY THIRD PARTY TO [FOR] ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL REPARATIONS [DAMAGES] TO [OF] ANY KIND, OR ANY REPARATIONS [DAMAGES] WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS TO [OF] INCOME OR REVENUE, LOSS TO [OF] BUSINESS, LOSS TO [OF] PROFITS, LOSS TO [OF] ANTICIPATED SAVINGS, LOSS TO [OF] DATA, OR LOSS TO [OF] PROPERTY, WHETHER OR NOT WE HAVE BEEN ADVISED TO [OF] THE POSSIBILITY TO [OF] SUCH REPARATIONS [DAMAGES], & ON ANY THEORY TO [OF] LIABILITY, ARISING OUT TO [OF] OR IN CONNECTION WITH THE USE TO [OF] THE WEBSITE OR TO [OF] ANY WEBSITE REFERENCED OR LINKED TO OR FROM OUR WEBSITE: YOU WILL BE RESPONSIBLE FOR ALL CLAIMS & REPARATIONS [DAMAGES] RESULTING FROM THE MISUSE TO [OF] THE WEBSITE BY YOU; &

21. CHANGES:

Except to [for] any provisions determining the primary contractual obligations to [of] Member & The Rose Garden herein, The Rose Garden has the right to revise & amend these Terms to [of] Service from time to time, to reflect changes in business needs including, but not limited to, changes in features & functionality, changes in market conditions, changes in technology, changes in contribution methods, changes in relevant & applicable laws & applicable regulatory requirements, & changes in system capabilities: Changes are effective immediately upon posting, & a Member's continued use to [of] any to [of] the Services following the posting to [of] revised Terms to [of] Service means that Member accepts & agrees in full to the changes, to the extent permitted by applicable laws; &

22. EQUITABLE RELIEF:

Member agrees to compensate & fully defend The Rose Garden, its Trustees, Founders, volunteers, agents, successors, & assigns from & against any reparations [damages], losses, & expenses; codicil [including] reasonable legal fees; resulting from any third-party claim, action, or demand arising out to [of] any breach

by the Member [you]; to [of] any representation, warranty, covenant, obligation, or duty to [of] Member under this Agreement; &

You acknowledge that a breach to [of] any confidentiality or proprietary rights provision to [of] these Terms may cause The Rose Garden irreparable harm, to [for] which the award to [of] reparations [damages] would not be adequate compensation: Consequently, The Rose Garden may institute an action to enjoin you from any & all acts in violation to [of] those provisions, which remedy shall be cumulative & not exclusive, & The Rose Garden may seek the entry to [of] an injunction enjoining any breach or threatened breach to [of] those provisions, in addition to any other relief to which The Rose Garden may be entitled at law or in equity; &

23. SURVIVAL:

All provisions relating to proprietary rights, contributions, confidentiality, disclaimer to [of] warranty, indemnification, & limitation to [of] liability shall survive the expiration or earlier termination to [of] these Terms to [of] Service; &

24. GOVERNING LAW & VENUE:

These Terms shall be construed & governed by equitable laws according to the Bible & or that to [of] Natural Law; & or to Private Contract Law: You agree to take all reasonable steps to resolve any issue directly with the concerned party(ies): If good-faith efforts fail to resolve an issue, you agree & accept that any lawful action or proceeding shall be adjudicated by a Mediator appointed by The Rose Garden, & you expressly waive any objection to this venue or any invocation to [of] forum "non-conveniens" (another forum or court is more appropriate):

Additionally, in the event to [of] any dispute or claim relating to or arising out to [of] these Terms to [of] Service; including, but not limited to: any claims to [of] breach of contract, tort, or infringement: Member agrees that all such disputes & or claims will be resolved by means to [of] arbitration & or a jury to [of] twelve to [of] our peers; & decision adjudicated by the Mediator appointed by The Rose Garden: If you are a Member in a country to [of] the European Economic Area (EEA) or European Union (EU), these Terms & the relationship between you & us shall be governed by the laws to [of] the Articles to [of] Association to [of] The Rose Garden; codicil [including] any relevant Bylaws, to the extent that these jurisdictions are applicable to you; &

25. SEVERABILITY:

If any provision to [of] these Terms is held by a court to [of] competent jurisdiction to be contrary to law, such provision shall be changed & interpreted so as to best accomplish the objectives to [of] the original provision to the fullest extent allowed by law, & the remaining provisions to [of] these Terms will remain in full force & effect; &

26. WAIVER & AMENDMENT:

If The Rose Garden fails to insist upon strict performance to [of] your obligations under any to [of] these terms & conditions, or if The Rose Garden fails to exercise any to [of] the rights or remedies to which it is entitled under these Terms, this will not constitute a waiver to [of] such rights or remedies & will not relieve you from compliance with such obligations: No waiver by The Rose Garden to [of] any default will constitute a waiver to [of] any subsequent default, & no waiver by The Rose Garden to [of] any to [of] these terms & conditions will be effective unless it is expressly stated to be a waiver & is communicated to you in writing; &

27. GEOGRAPHIC RESTRICTIONS:

The Rose Garden is not obligated to provide any services to, or specific to, any country or region; &

Software, functionality, & or features: collectively, Service Functionality; that may be available on or through the Website from time-to-time, are subject to Australian & United States Export Controls: No Service Functionality from the Website may be downloaded or exported (a) into (or to a resident to [of]) Iraq, Cuba, Libya, North Korea, Iran, Syria, or any other country which the United States has sanctioned; or (b) anyone on the United States Treasury Department's list to [of] Specially Designated Nationals or the United States Commerce Department's Table to [of] Deny Orders; unless by written agreement by all Founders to [of] The Rose Garden: By downloading or using any Service Functionality, you represent & warrant that you are not residing in; under the control to [of]; or a national or resident to [of] any such country or on any such list:

Although the Website may be accessible worldwide, we make no representation that materials on the Website are appropriate or available to [for] use in locations outside Australia, & accessing them from territories where their contents are illegal is prohibited: Those who choose to access the Website from other locations or from forbidden jurisdictions do so at their own initiative & are responsible to [for] compliance with all applicable laws: Any offer to [for] any product, service, & or information made in connection with the Services is void where prohibited; &

28. ASSIGNMENT:

No living man, woman, or entity not a party to these Terms to [of] Service will be deemed to be a third-party beneficiary to [of] these Terms to [of] Service or any provision herein; &

Member may not transfer these Terms to [of] Service, in whole or in part: The Rose Garden may transfer these Terms to [of] Service & or subcontract some or all to [of] its obligations herein at any time; &

29. FUTURE TRANSACTIONS:

As we continue to develop The Rose Garden, it is possible that we could undergo a change of leadership, such as a merger & or a sale & or a donation to [of] all or substantially all to [of] our assets: In such transactions, Member information is generally one to [of] the transferred assets, &, by submitting any data or contributions (collectively, Data) to us, you agree that such Data may be transferred to such parties in these circumstances: However, any party purchasing our assets will be subject to an ongoing obligation to maintain the integrity to [of] your personally identifiable information; &

30. NOTICES

Notices may be sent to info-therosegarden@proton.me (if by email) or to The Rose Garden, Attn: Agreement Matters, c/o SE111, 71 Memorial Drive, Eumundi, Queensland, [4562]; Australia: Notices to Member may be sent either to the email address supplied in Member's account or to the address supplied by Member as part of his or her registration data: In addition, The Rose Garden may broadcast notices or messages through the Membership Website to inform Members to [of] changes to the Services or other matters to [of] importance, & such broadcasts shall constitute notice to Member to the extent permitted by applicable law; including that to [of] private contract law: Any notices or communication under these Terms to [of] Service will be deemed delivered to the party receiving such communication (a) on the delivery date if delivered personally to the party; (b) two business days after deposit with a commercial overnight carrier, with written verification to [of] receipt; (c) five business days after the mailing date, if sent by mail, return receipt requested; (d) on the delivery date if transmitted by email; or (e) within three (3) days after The Rose Garden posts a notice on the Membership Website; &

31. COMPLETE UNDERSTANDING:

These Terms, together with the documents expressly referred to herein, constitute the sole & entire agreement between you & The Rose Garden with respect to the Website & supersede all prior & contemporaneous understandings, agreements, representations, & warranties, both written & oral, with respect to the Website; &

By finalising this membership, through online registration, it signifies the following:

Affirmation to [of] full comprehension & acceptance to [of] these Terms to [of] Service, including the waiver to [of] responsibility; &

Acknowledge the commitment to our shared confidentiality; &

Agree to the terms to [of] membership & the procedures outlined herein; &

Recognise that membership signifies a conscious choice to live in harmony with The Rose Garden values; &

Membership represents a conscious choice to participate in a supportive, respectful, private & confidential community: &

By finalising this membership, through online registration, this is a commitment to our collective journey to [of] intentional & conscious living: &

By completing the online registration; it is acknowledged that this agreement has been read in its entirety; with full comprehension; & there is full acceptance to all the terms, conditions, points, clauses & or statements contained herein this member agreement; &

You agree that any deliberate & or intentional breach to [of] these Terms to [of] Service by you to [for] any reason; The Rose Garden & or its founders & or any of its representatives & or its agents are able to pursue you to [for] any & all harm caused by you; codicil [including] full reparations at the full cost to [of] you; as in; that you will be liable for the full costs to [of] any & all litigation & or recovery processes & any debt collecting will be at the full expense to you, plus any further associated costs to The Rose Garden, codicil [including] remedy to [for] any harm, loss, reparations, & or injury; codicil [including] treble reparations: caused by you, & or any representative & or agent to [of] you; & these associated costs may incur a monthly interest rate to [of] up to 10.33%, compounding monthly until paid in full; &

32. YOUR COMMENTS & CONCERNS

The Website is operated by The Rose Garden: If you have any questions, please contact us via email at info-therosegarden@proton.me: If you want to send us notices or service to [of] process, please mail us at the applicable address below:

The Rose Garden
c/o SE111, 71, "Memorial Drive";
"Eumundi; Queensland; [4562]";
"Australia":

Without Prejudice: Non-Assumpsit: All Rights Reserved: UCC §3-402 (b)(1): Not Negotiable: UCC 1-308: Without Recourse: &

For the purposes to [of] this agreement, it is here now agreed upon by all parties involved; without reservation; or conditions; completing this online registration is hereby deemed as the same as a wet ink signature or autograph & that a digital acknowledgment carries the same responsibilities & liabilities as a wet ink signature or autograph; &

YOU [MEMBER] HEREBY STATE THAT IN USING OR ACCESSING THE SERVICES, YOU SIGNIFY YOUR AGREEMENT TO BE BOUND BY OUR TERMS TO [OF] SERVICE POLICY: IF YOU DO NOT AGREE TO THESE TERMS TO [OF] SERVICE POLICY, YOU MAY NOT ACCESS OR OTHERWISE USE THE SERVICES OFFERED BY THE ROSE GARDEN ON THIS WEBSITE; & WISH YOU ALL THE VERY BEST IN YOUR ENDEVOURS ELSEWHERE: &

SCHEDULES

The following Schedules form part of these Terms of Service and apply to the services they describe; &

SCHEDULE A - NATURE OF SERVICES & HEALTH DISCLAIMER

A1. About the Wellbeing Services: Through Ouriel and MediQi, The Rose Garden offers MediQi Therapy (an eastern channel therapy and energy healing practice, which may include pulse reading, light touch, and bodywork), spiritual teachings, spiritual guidance, individual sessions, workshops, classes, and practitioner training (together, the Wellbeing Services); &

A2. Scope of the Wellbeing Services: The Wellbeing Services are spiritual and wellbeing practices. They are not medical treatment, psychological therapy, psychotherapy, or clinical counselling, and they do not diagnose, treat, cure, or prevent any illness, disease, or condition. Your practitioner is not a registered medical practitioner and does not prescribe or supply medication; &

A3. Spiritual guidance: Any guidance or "counselling" offered is spiritual and personal in nature and is based on the practitioner's own experience and understanding. It is not a substitute for advice from a qualified medical, psychological, legal, or financial professional; &

A4. No guaranteed results: No particular result or benefit is promised. People's experiences differ, and the Wellbeing Services should be approached with an open mind and realistic expectations; &

A5. Complementary, not a replacement: Our work is complementary to, and not a replacement for, medical care. You are the decision-maker about your own health. Please do not stop, change, or delay any medical treatment or medication because of the Wellbeing Services without first speaking with the professional who prescribed or provides it. Please also tell us before you attend if you have any relevant condition or circumstance, including pregnancy, a mental health condition, or any medication you take; &

A6. Health declaration: You agree to complete any intake or health declaration honestly and to tell us promptly if your circumstances change; &

A7. Not an emergency service: The Wellbeing Services are not an emergency or crisis service. In an emergency, call 000. If you need urgent emotional support in Australia, you can call Lifeline on 13 11 14, or contact your doctor or nearest hospital emergency department; &

A8. Right to decline or end a session: We may decline, pause, or end any session or activity where we consider it unsafe or inappropriate, and may suggest that you seek other support; &

A9. Voluntary participation: You take part voluntarily and remain responsible for your own decisions and wellbeing; &

A10. Code of conduct & complaints: To the extent it applies, we follow the National Code of Conduct for Health Care Workers (Queensland), a copy of which is available on request and at the places where services are provided. If you have a concern, please contact us at info-therosegarden@proton.me. You may also contact the Office of the Health Ombudsman (Queensland); &

A11. Your rights: Nothing in this Schedule limits any right you have under the Australian Consumer Law or other law that cannot be excluded; &

A12. Our standard of care: We provide the Wellbeing Services with due care, skill, and integrity, and we welcome your feedback; &

SCHEDULE B - INDIVIDUAL SESSIONS

B1. Accounts & booking: To book an individual session you must create an account on the Website (or otherwise be admitted as a Member) and book through the Website or as otherwise agreed. A booking is confirmed when we confirm it and any required payment has been received; &

B2. Payment: Payment is due at the time of booking unless we tell you otherwise; &

B3. Rescheduling & cancellation by you: You may reschedule or cancel a session free of charge by giving at least 48 hours' notice. If you cancel with less notice, or do not attend, we may charge up to the full session fee. We may waive this in cases of illness or emergency, at our discretion; &

B4. Cancellation by us: If we need to cancel or reschedule a session, we will offer you another time or a full refund of the amount paid for that session; &

B5. Late arrival: If you arrive late, the session may be shortened to finish on time, without reduction in the fee; &

B6. Touch & consent: Sessions may include pulse reading at the wrist and light touch on the body, and, where offered, bodywork. By booking, you acknowledge that touch may form part of a session. Before any touch, your practitioner will explain what they are doing and why, and you may decline or withdraw your agreement to any touch, at any time and without giving a reason, and the session can continue in another way; &

B7. Online or remote sessions: If a session is held online or remotely, you are responsible for your own connection, equipment, and a private space. If technical problems prevent a session from going ahead, we will make reasonable efforts to reschedule it; &

B8. Confidentiality of sessions: What you share in a session is kept confidential in line with our Privacy Policy, except where disclosure is required or permitted by law, or where we believe it is necessary to protect you or someone else from serious harm; &

B9. Respectful conduct: Both practitioner and Member are expected to behave respectfully. We may end a session or a Membership where conduct is abusive or unsafe; &

SCHEDULE C - WORKSHOPS & CLASSES

C1. Booking & payment: A place in a workshop or class is confirmed when payment has been received and we have confirmed your booking; &

C2. Cancellation by you: If you cancel at least 7 days before the start, we will offer a credit towards a future workshop or class, or a transfer of your place to another person. If you cancel with less than 7 days' notice, or do not attend, the fee is not refundable or creditable unless we are able to fill your place or we decide otherwise; &

C3. Cancellation or change by us: If we cancel or materially change a workshop or class, we will offer you a transfer to another date or a full refund of the amount paid for it; &

C4. Taking part at your own pace: Activities (which may include meditation, breathwork, movement, or energy practices) are voluntary. You may stop or sit out at any time and are responsible for deciding what is suitable for you in light of your health. Please tell us beforehand of anything we should know; &

C5. Group respect & confidentiality: Members must respect other participants and must not share their names, personal stories, or experiences outside the group without their permission; &

C6. Recording & photography: You must not record audio or video, or take photographs, during workshops or classes without our written permission; &

C7. Materials & intellectual property: All teachings, handouts, recordings, and other materials remain the property of The Rose Garden (or its licensors) and are for your personal use only. You must not copy, share, resell, or teach them to others without our written permission, in line with Section 5; &

C8. Late arrival & conduct: We may refuse entry to latecomers where it would disrupt the group, and may remove anyone whose behaviour disrupts or endangers others, in which case any refund is at our discretion; &

SCHEDULE D - MEDIQI PRACTITIONER TRAINING

D1. What the training provides: MediQi practitioner training teaches the MediQi method. On completing the training and any assessment we require, we may issue a certificate of completion. It is not a government-accredited qualification, and it is not registration, a licence, or membership of a regulated health profession; &

D2. No guarantees: We do not promise that training will lead to employment, income, clients, or any particular outcome; &

D3. Use of the MediQi name & methods: You may use the MediQi name, logo, and methods only as permitted in writing by The Rose Garden. You must not present yourself as a registered health practitioner, and you must describe your services honestly and in line with Schedule A; &

D4. Ethical practice: Practitioners are expected to work safely and ethically, to follow the National Code of Conduct for Health Care Workers where it applies to them, and to obtain suitable insurance before offering services to others; &

D5. Fees & cancellation: Fees, payment plans, and cancellation terms for each training are set out when you enrol. Where none are stated, Schedule C applies; &

D6. Withdrawal of certificate: We may withdraw a certificate or permission to use the MediQi name where the practitioner has breached these Terms, acted unsafely or unethically, or made misleading claims about health outcomes; &

SCHEDULE E - SPIRITUAL TEACHINGS & GUIDANCE

E1. Nature of the teachings: Spiritual teachings, talks, and guidance offered by The Rose Garden through Ouriel are for personal and spiritual growth and reflect the views and experiences of the teacher; &

E2. No required belief: You are not required to adopt any belief, and we respect each person's own faith, culture, and spiritual path; &

E3. Personal responsibility: You remain responsible for how you apply any teaching in your own life, and for your decisions about your health, relationships, finances, and legal matters; &

E4. Materials: Teaching materials are protected as set out in Section 5 and Schedule C; &