

# Bay Oracle General Explorer Session Agreement

**Business Name:** Bay Oracle

**Founder / Operator:** Charlie Safari

**Business Entity:** Bay Oracle LLC, if and when formed; otherwise Bay Oracle operated by Charlie Safari as founder/operator until entity formation is completed

**Primary Service Region:** Silicon Valley, Oakland, Berkeley, Greater Bay Area, and select California service areas

## 1. Parties

This Bay Oracle General Explorer Session Agreement is entered into by and between **Bay Oracle**, operated by **Charlie Safari** and/or **Bay Oracle LLC**, if formed, including its founder, operator, representatives, contractors, successors, assigns, agents, and affiliated service providers, collectively referred to as “**Bay Oracle**,” “**Company**,” “**Operator**,” “**we**,” “**us**,” or “**our**,” and the undersigned participating person, referred to as “**Explorer**,” “**you**,” or “**your**.”

**Explorer Name:** \_\_\_\_\_

**Email / Phone:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Bay Oracle and Explorer may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

## 2. Nature of General Explorer Sessions

Bay Oracle General Explorer Sessions are non-clinical spiritual, symbolic, intuitive, reflective, and experiential sessions for self-directed Explorers.

General Explorer Sessions may include, depending on the selected service and Explorer consent:

- reflective conversation;
- tarot or oracle card reflection;
- symbolic interpretation;
- psychic or intuitive framing;
- grounding practices;

- energy-style or aura-style reset work;
- aura reset;
- space cleanse;
- tech cleanse;
- sound tools;
- spiritual or esoteric reflection;
- non-clinical self-awareness practices;
- optional lawful refreshments, herbal elements, plant-based elements, sensory elements, or symbolic tools where separately disclosed and permitted.

General Explorer Sessions may be scheduled or impromptu, virtual or in person, subject to Operator availability, service scope, and safety discretion.

General Explorer Sessions are intended for reflection, perspective, symbolic exploration, grounding, and personal insight. They are not therapy, treatment, diagnosis, counseling, crisis support, or professional advice.

Services outside ordinary General Explorer Sessions may require separate written terms.

### **3. Non-Clinical Service Acknowledgment**

Explorer understands and agrees that Bay Oracle is not providing:

- therapy;
- psychotherapy;
- psychological counseling;
- mental health treatment;
- psychiatric care;
- medical care;
- medical advice;
- diagnosis;
- treatment;
- detoxification;
- addiction treatment;
- trauma treatment;
- crisis intervention;
- legal advice;
- financial advice;
- employment advice;
- HR services;
- workplace investigation;
- licensed coaching, unless separately defined and legally permitted;
- any service requiring a professional license.

Explorer understands that Bay Oracle is not a substitute for licensed professional help. If Explorer needs medical, psychological, psychiatric, legal, financial, employment, emergency, or crisis support, Explorer should contact an appropriate licensed professional, emergency service, crisis resource, attorney, financial professional, or other qualified provider.

## **4. Voluntary Participation**

Explorer represents and agrees that participation in Bay Oracle services is voluntary and self-directed.

Explorer confirms that:

- Explorer wants to participate;
- Explorer is not being forced, coerced, threatened, or pressured to participate;
- Explorer is not participating because of emergency need;
- Explorer is not participating as a substitute for necessary licensed care due to lack of money, access, insurance, or other resources;
- Explorer is not participating under a court order, employer mandate, family mandate, third-party requirement, or legally binding arrangement unless Bay Oracle has separately reviewed and approved that arrangement in a written agreement signed by all required parties;
- Explorer may decline any tool, exercise, ritual, reflection, reading, group activity, herbal element, plant-based element, sensory element, symbolic element, or optional service component;
- Explorer may ask questions before participating;
- Explorer may stop participation, subject to applicable payment, refund, and cancellation terms.

If a third party, employer, organization, court, agency, or other entity seeks to require Explorer participation, Bay Oracle must approve the arrangement in a separate written agreement before service begins.

## **5. Explorer Responsibility**

Explorer remains fully responsible for all personal decisions, interpretations, actions, omissions, life choices, relationships, employment choices, medical choices, psychological care decisions, legal decisions, financial decisions, and outcomes.

Bay Oracle may offer symbolic, intuitive, spiritual, reflective, or experiential perspectives, but Bay Oracle does not decide for Explorer and does not assume responsibility for Explorer's choices or outcomes.

Explorer agrees not to treat any Bay Oracle statement, reading, symbol, card, ritual, intuitive impression, spiritual framing, session experience, written material, summary, or recommendation as a command, guarantee, professional advice, diagnosis, treatment plan, legal instruction, financial instruction, medical recommendation, psychological recommendation, or required life decision.

## **6. Tools and Optional Elements**

Bay Oracle may use spiritual, symbolic, intuitive, reflective, or experiential tools during a General Explorer Session.

These tools may include tarot, oracle cards, psychic framing, intuitive impressions, divination-style reflection, symbolic interpretation, aura-style language, energy-style language, cleanses, grounding exercises, sound tools, silence, guided reflection, or related practices.

Explorer understands that these tools are used for reflection, symbolism, and personal exploration only.

Such tools are not objective proof, professional assessment, diagnosis, factual determination, guaranteed prediction, medical information, psychological information, legal information, financial information, or required instruction.

Explorer agrees not to rely on any reading, interpretation, or symbolic tool as the sole basis for major life decisions.

Bay Oracle will not confirm curses, spiritual attacks, hidden dangers, fate, guaranteed future events, or spiritual emergencies as fact.

Bay Oracle may also offer optional refreshments, sensory props, symbolic tools, or lawful plant-based or herbal elements when separately disclosed and permitted by Bay Oracle policy. These elements are optional, non-medical, and not intended to diagnose, treat, cure, prevent, mitigate, manage, or improve any disease, condition, symptom, mental health concern, emotional state, burnout, anxiety, trauma, stress, addiction, dopamine issue, nervous system issue, or physical issue. Explorer remains responsible for allergies, sensitivities, dietary restrictions, medication interactions, pregnancy-related concerns, medical conditions, and personal suitability. Explorer should not request illegal, controlled, psychedelic, or mind-altering substances, and should refrain from bringing their own. Bay Oracle may refuse or terminate service at any time, normal refund guidelines apply.

## **7. No Guaranteed Outcomes**

Bay Oracle does not guarantee any result, outcome, benefit, prediction, transformation, relief, spiritual experience, emotional change, relationship result, employment result, financial result, health result, legal result, eligibility for future services, or life result.

Explorer understands that all experiences are subjective and may vary.

Bay Oracle does not guarantee:

- psychic accuracy;
- future prediction;
- emotional relief;
- healing;
- reduced stress;
- reduced anxiety;
- burnout recovery;
- trauma release;
- dopamine repair;
- spiritual protection;
- relationship reconciliation;
- career success;
- financial gain;
- medical improvement;
- psychological improvement;
- crisis resolution;
- personal transformation;
- Explorer satisfaction.

All Bay Oracle services are offered as reflective, symbolic, spiritual, intuitive, and experiential opportunities only.

## **8. Crisis and Emergency Limitations**

Bay Oracle is not a crisis service.

Bay Oracle does not provide suicide intervention, emergency care, abuse intervention, domestic violence intervention, medical emergency response, psychiatric crisis support, or harm-prevention services.

If Explorer is in immediate danger, may harm themselves, may harm another person, is experiencing a medical emergency, is experiencing abuse or danger, or cannot remain safe, Explorer should contact emergency services, 988 in the United States for suicide or crisis support, a qualified crisis resource, medical provider, trusted person nearby, or other appropriate immediate support.

If Bay Oracle becomes aware of immediate safety concerns, Bay Oracle may stop the session and direct Explorer to crisis, emergency, medical, legal, or other appropriate support. Bay Oracle may also disclose limited information if disclosure is required or permitted by law, necessary to address immediate safety concerns, necessary to respond to legal process, or necessary to defend Bay Oracle against claims.

Explorer understands that Bay Oracle cannot promise absolute confidentiality where safety, legal process, abuse reporting requirements, emergency circumstances, or legal defense needs are involved.

## **9. Confidentiality and Privacy**

Bay Oracle will make reasonable efforts to keep Explorer communications private and confidential.

Bay Oracle will not intentionally disclose private Explorer session information except as described in this Agreement or as otherwise permitted by Explorer.

Bay Oracle does not sell Explorer information. Bay Oracle does not intentionally collect or capture unnecessary personal data, and will keep only limited information needed for scheduling, payment, consent, basic administration, or legally appropriate recordkeeping.

Bay Oracle may disclose Explorer information only when legally required, reasonably necessary to operate the service, authorized by Explorer, or necessary in limited circumstances such as:

- scheduling;
- payment processing;
- basic business administration;
- legal consultation;
- tax or accounting purposes;
- insurance purposes;
- responding to legal process;
- defending against claims or threatened claims;
- addressing immediate safety concerns;
- complying with law;
- reporting where required or permitted by law;
- preventing or responding to threats, harassment, extortion, abuse, fraud, or unlawful conduct;
- protecting Bay Oracle, Explorer, or others from serious harm.

Bay Oracle does not provide attorney-client privilege, physician-patient privilege, therapist-patient privilege, psychotherapist-patient privilege, clergy privilege, or any licensed professional confidentiality privilege unless separately established by applicable law.

## **10. Explorer Confidentiality, Non-Disclosure, No Recording, and No Reproduction**

Explorer agrees to respect the confidentiality, privacy, proprietary methods, original materials, and session integrity of Bay Oracle.

Explorer agrees not to:

- audio record sessions without prior written permission;
- video record sessions without prior written permission;
- photograph private session materials without permission;
- livestream sessions;
- secretly record calls, video sessions, or in-person sessions;
- publish private session content;
- copy Bay Oracle scripts, methods, exercises, rituals, layouts, written materials, readings, prompts, forms, worksheets, summaries, reports, or proprietary presentation;
- reproduce Bay Oracle materials for commercial use;
- teach, sell, distribute, or represent Bay Oracle methods as Explorer's own;
- misrepresent Bay Oracle statements, services, claims, or outcomes;
- disclose private information shared by other participants in a group session.

General personal impressions and non-confidential aesthetic inspiration are not prohibited, provided Explorer does not copy Bay Oracle materials, disclose private session content, record without permission, misrepresent Bay Oracle, or use Bay Oracle's work commercially without permission.

Explorer understands that confidential communications may require consent of all parties before recording. Explorer agrees not to record any Bay Oracle session unless all required parties have clearly consented in advance.

## **11. No False Reports, Threats, Extortion, Blackmail, or Harassment**

Nothing in this Agreement prevents Explorer from making a good-faith report to law enforcement, a government agency, a court, a regulator, or another lawful authority.

However, Explorer agrees not to:

- make knowingly false statements about Bay Oracle or Charlie Safari;
- make threats;

- attempt blackmail;
- attempt extortion;
- harass Bay Oracle, Charlie Safari, staff, contractors, or participants;
- threaten false reports to obtain money, refunds, free services, special treatment, reputational leverage, or other improper advantage;
- misuse legal, police, regulatory, social media, employer, or public reporting threats to coerce Bay Oracle;
- publish knowingly false or misleading claims;
- engage in defamatory, abusive, threatening, or coercive conduct.

Bay Oracle reserves all rights and remedies against false statements, threats, harassment, extortion, blackmail, fraud, abuse, or unlawful conduct.

## 12. Explorer Conduct

Explorer agrees to behave respectfully and safely.

Explorer must not:

- threaten the Operator or others;
- harass the Operator or others;
- act violently or abusively;
- bring illegal substances into sessions;
- bring weapons into sessions unless legally required for the setting and disclosed in advance;
- attend while intoxicated or unable to consent;
- pressure others to participate;
- record without permission;
- demand services outside scope;
- request illegal activity;
- request crisis handling beyond referral;
- request guaranteed predictions;
- request medical, psychological, legal, financial, or employment advice;
- request curse removal or fear-based spiritual intervention;
- misuse Bay Oracle for stalking, coercion, revenge, manipulation, or harassment of third parties.

Bay Oracle may refuse, pause, modify, or terminate service if Explorer conduct creates safety, legal, ethical, operational, privacy, or boundary concerns.

## 13. Pricing, Payment, Add-Ons, and Custom Services

Explorer agrees to pay the price disclosed before the session, add-on, or custom service begins.

Bay Oracle will disclose applicable pricing, session duration, service fees, add-ons, custom charges, travel charges if any, refund terms, cancellation terms, and payment schedule before service begins.

No add-on is required unless expressly agreed. Bay Oracle will not charge for optional add-ons unless Explorer agrees before the add-on is performed.

Custom, on-call, same-day, late-hour, or special-format pricing must be agreed before service begins.

If a session is extended beyond the originally agreed time, any additional charge must be disclosed and accepted before paid extension occurs.

## **14. Refunds, Cancellation, Payment Timing, and Rescheduling**

Bay Oracle does not guarantee Explorer satisfaction, specific results, emotional relief, spiritual experience, accuracy, transformation, or any particular outcome.

Refunds are based on the cancellation rules below, not on whether the Explorer liked, agreed with, or felt satisfied by the session.

### **14.1 Payment Timing**

Payment may be accepted up until **five (5) minutes before the scheduled appointment time**, unless Bay Oracle agrees otherwise.

If payment has not been made at least five (5) minutes before the scheduled appointment time, Bay Oracle may treat the appointment as unpaid and require a **no-fee reschedule**.

Bay Oracle does not charge a cancellation penalty or rescheduling penalty in this situation.

### **14.2 No Cancellation Fee**

Bay Oracle does not charge a cancellation fee for ordinary individual sessions.

If the Explorer cancels before the session begins, there is no cancellation penalty.

If the Explorer has not paid, no fee is owed.

If the Explorer has already paid, refund eligibility depends on the timing and circumstances described below.

### **14.3 Bay Oracle Cancellation — Full Refund**

If Bay Oracle, Charlie Safari, or the Operator cancels a paid session for any reason attributable to Bay Oracle, a **full refund will be issued**.

This applies even if Bay Oracle cancels after the session has already started.

For example, if Bay Oracle cancels 59 minutes into a 60-minute paid session due to Operator decision, Operator availability, Operator condition, safety concern, or any other Bay Oracle-side reason, the Explorer is entitled to a full refund.

Bay Oracle may also offer rescheduling, but the Explorer is not required to accept rescheduling instead of a refund when Bay Oracle cancels a paid session.

### **14.4 Explorer Cancellation Before Session Begins**

If the Explorer cancels before the session begins:

- there is no cancellation fee;
- if no payment has been made, no fee is owed;
- if payment has already been made, refund eligibility follows the written policy applicable to that session type.

For ordinary individual General Explorer Sessions, Bay Oracle may issue a refund or reschedule according to the timing rules in this Section.

### **14.5 Explorer Cancellation During Session**

If the Explorer cancels or stops an ordinary individual session after it has begun, and payment has already been made:

- if the Explorer cancels within the first **twenty-five (25) minutes** of the session, the Explorer is eligible for a refund;
- if the Explorer cancels after the first **twenty-five (25) minutes**, payment is at risk of being non-refundable;
- Bay Oracle may still issue a discretionary refund, credit, or reschedule, but is not required to do so unless Bay Oracle caused the cancellation.

This rule is not based on satisfaction. It is based on time used and who caused the cancellation.

### **14.6 No Satisfaction Guarantee**

Bay Oracle does not provide a satisfaction guarantee.

An Explorer is not automatically entitled to a refund because they:

- disliked the session;
- disagreed with a symbolic interpretation;
- did not receive a desired answer;
- did not experience a desired feeling;
- did not obtain a desired outcome;
- changed their mind after the refund window;
- expected therapy, treatment, prediction, certainty, or professional advice despite the Agreement.

## **14.7 Special Service Categories**

Different refund terms may apply to services outside ordinary General Explorer Sessions, including custom services, prepaid packages, third-party booked sessions, or sessions involving materials, preparation, or reserved time.

Any special refund or cancellation rules should be disclosed in writing before booking confirmation.

## **14.8 Abuse / Bad-Faith Protection**

Bay Oracle may limit, pause, or refuse future service if cancellation, refund, rescheduling, no-show, chargeback, or payment behavior becomes abusive, fraudulent, coercive, threatening, repeated in bad faith, or disruptive to Bay Oracle operations.

This does not create a cancellation fee. It preserves Bay Oracle's right to refuse or limit future service.

# **15. Scheduling, Impromptu Sessions, Availability, and Zero-Penalty Access**

Bay Oracle may offer scheduled, same-day, late-hour, virtual, in-person, impromptu, text-based, or custom sessions depending on service type and Operator discretion.

Bay Oracle does not guarantee availability, immediate response, same-day service, impromptu access, continued text availability, or any future appointment.

## **15.1 Zero-Penalty Scheduling Policy**

Unless otherwise agreed in writing:

- Bay Oracle does not charge a cancellation penalty for ordinary individual sessions;

- Bay Oracle does not charge a no-show penalty for ordinary individual sessions;
- Bay Oracle does not charge a priority fee, urgency fee, emergency fee, premium fee, or special access fee solely because a session is impromptu, unscheduled, same-day, or requested on short notice;
- Bay Oracle does not bill ordinary text communication unless a separate paid text-based service is expressly agreed in writing;
- Bay Oracle may still require payment for services actually provided;
- Bay Oracle may still require advance payment, deposits, or custom terms for special-format services if disclosed in writing before booking.

Bay Oracle may decline, pause, reschedule, or limit service if cancellation, no-show, impromptu, or text-access patterns become disruptive, dependency-producing, abusive, unsafe, or inconsistent with Bay Oracle's non-clinical scope.

## **15.2 Text Communication**

Bay Oracle may allow occasional unpaid text communication for scheduling, logistics, brief clarification, limited check-ins, or other narrow purposes approved by Bay Oracle.

Text communication is not guaranteed and is not a substitute for a scheduled session.

Unless separately agreed in writing, text communication is not:

- crisis support;
- emergency support;
- therapy;
- counseling;
- treatment;
- ongoing emotional support;
- unlimited access;
- life decision-making;
- repeated divination;
- medical advice;
- psychological advice;
- legal advice;
- financial advice;
- dependency-based communication.

Bay Oracle may stop, limit, delay, or decline text communication at any time if Bay Oracle determines that texting is becoming too frequent, unclear, outside scope, dependency-producing, crisis-related, unsafe, or inappropriate.

## **15.3 Altruistic Text Sessions**

Bay Oracle may, at its discretion, offer limited unpaid text-based interaction for financially limited Explorers who cannot afford an appointment.

This may be referred to internally as an **Altruistic Session**.

Altruistic Sessions are:

- limited;
- text-based unless otherwise approved;
- offered only when available;
- not guaranteed;
- not advertised as a standard service;
- not a substitute for professional care;
- not crisis support;
- not unlimited communication;
- not a right created by this Agreement.

Bay Oracle may approve, deny, limit, pause, or discontinue Altruistic Sessions at any time.

Bay Oracle may decline altruistic support when the request appears crisis-related, treatment-related, dependency-producing, abusive, unsafe, outside scope, or more appropriate for licensed professional, emergency, legal, financial, or medical support.

#### **15.4 No Waiver of Boundaries**

Bay Oracle's decision to provide free text communication, waive a fee, allow an impromptu session, tolerate a missed appointment, or provide an Altruistic Session on one occasion does not require Bay Oracle to do so again.

No informal kindness, accommodation, unpaid interaction, or flexible scheduling practice changes this Agreement unless Bay Oracle confirms the change in writing.

## **16. Communication Outside Sessions**

Bay Oracle does not provide unlimited or ongoing support between sessions.

Permitted outside-session communication may include:

- scheduling;
- payment;
- logistics;
- brief clarification;
- official follow-up where appropriate;
- administrative communication;
- limited unpaid text interaction approved by Bay Oracle;
- Altruistic Sessions approved by Bay Oracle.

Bay Oracle does not provide by text, phone, email, social media, or messaging:

- crisis support;
- emergency support;
- ongoing emotional processing;
- repeated divination questions;
- medical advice;
- psychological advice;
- legal advice;
- financial advice;
- life decision-making;
- dependency-style contact;
- urgent reassurance loops.

Bay Oracle may decline to respond to messages outside scope.

If Explorer is in crisis or danger, Explorer should contact emergency services, 988, a crisis resource, trusted person nearby, medical provider, or appropriate professional support.

## **17. Refusal, Pause, or Termination of Service**

Bay Oracle may refuse, pause, modify, reschedule, or terminate service if Bay Oracle determines that service is unsafe, outside scope, inappropriate, unlawful, unethical, coercive, unclear, or inconsistent with this Agreement or Bay Oracle's internal protocols.

Reasons may include, but are not limited to:

- crisis indicators;
- suicidal language;
- harm-to-others threats;
- medical emergency;
- abuse disclosure requiring outside support;
- Explorer inability to consent;
- intoxication or impairment;
- requests for illegal substances;
- requests for psychedelic or mind-altering facilitation;
- requests for medical, psychological, legal, financial, or employment advice;
- repeated demand for guaranteed prediction;
- repeated fixation;
- dependency behavior;
- threats, harassment, abuse, or unsafe conduct;
- recording without consent;
- group pressure or coercion;
- unsafe location;

- refusal to accept non-clinical scope;
- refusal to accept pricing, consent, privacy, recording, or boundary terms.

If service is terminated, refund or rescheduling will be handled according to written policy and applicable law.

## **18. Assumption of Ordinary Risks**

Explorer understands that Bay Oracle services may involve personal reflection, symbolic interpretation, emotionally meaningful conversation, spiritual themes, group participation, or exposure to ideas that may feel surprising, uncomfortable, challenging, disappointing, confusing, or emotionally activating.

Explorer voluntarily assumes ordinary risks associated with participating in non-clinical spiritual, symbolic, reflective, and experiential services, including but not limited to:

- subjective dissatisfaction;
- emotional discomfort;
- disagreement with interpretations;
- unexpected feelings;
- symbolic confusion;
- lack of desired outcome;
- personal reflection after session;
- disappointment;
- changed perspective;
- post-session distress not caused by unlawful conduct;
- Explorer decisions made after session;
- ineligibility for future services.

Explorer understands that Bay Oracle does not guarantee that the experience will feel positive, accurate, healing, comforting, satisfying, useful, successful, or complete.

## **19. Release and Waiver of Claims**

To the maximum extent permitted by California law, Explorer releases, waives, and agrees not to bring claims against Bay Oracle LLC, Bay Oracle, Charlie Safari individually, and any representatives, agents, contractors, successors, assigns, or affiliated persons for claims arising from ordinary risks, subjective dissatisfaction, emotional discomfort, personal interpretation, spiritual disagreement, Explorer decisions, third-party reactions, post-session distress, lack of desired outcome, ineligibility for future services, or outcomes not guaranteed by Bay Oracle.

This release does not apply to claims that cannot lawfully be waived, including claims arising from fraud, willful misconduct, gross negligence, criminal conduct, intentional harm, violations of law, or other conduct for which liability cannot be limited under applicable law.

Explorer understands that this waiver is intended to be as broad as legally permitted, while preserving any rights that cannot lawfully be waived.

## **20. Limitation of Liability**

To the maximum extent permitted by law, Bay Oracle's total liability for claims arising from or related to services shall not exceed the amount actually paid by Explorer to Bay Oracle for the specific service giving rise to the claim, or one hundred dollars (\$100), whichever is greater.

This limitation does not apply to liability that cannot lawfully be limited, including liability for fraud, willful misconduct, gross negligence, criminal conduct, intentional injury, violations of law, or other non-waivable claims.

Explorer understands and agrees that Bay Oracle does not accept liability for Explorer decisions, Explorer interpretations, third-party actions, employment outcomes, relationship outcomes, financial outcomes, medical outcomes, psychological outcomes, legal outcomes, spiritual outcomes, future-service ineligibility, or events outside Bay Oracle's direct control.

## **21. Indemnification**

To the maximum extent permitted by law, Explorer agrees to defend, indemnify, and hold harmless Bay Oracle LLC, Bay Oracle, Charlie Safari individually, and any representatives, agents, contractors, successors, assigns, or affiliated persons from and against claims, losses, damages, liabilities, costs, expenses, and attorney fees arising out of or related to:

- Explorer's breach of this Agreement;
- Explorer's misuse of Bay Oracle services;
- Explorer's recording, publishing, reproducing, or misrepresenting Bay Oracle content;
- Explorer's false statements;
- Explorer's threats, harassment, blackmail, extortion, or coercive conduct;
- Explorer's unlawful conduct;
- Explorer's violation of another person's rights;
- Explorer's disclosure of other participants' private information;
- Explorer's failure to disclose relevant safety or consent concerns;
- Explorer's decisions or actions after receiving Bay Oracle services;
- Explorer's misuse of Bay Oracle materials, summaries, or symbolic tools.

This clause does not require indemnification where prohibited by law.

## **22. No Professional Relationship Beyond Agreement**

Explorer understands that this Agreement does not create any professional licensed-care relationship, fiduciary relationship, therapist-client relationship, physician-patient relationship, attorney-client relationship, financial advisor-client relationship, employment advisor-client relationship, clergy relationship, emergency-care relationship, or crisis-support relationship.

The relationship is limited to the paid or agreed Bay Oracle spiritual, symbolic, intuitive, reflective, and experiential service described in this Agreement.

## **23. Intellectual Property and Proprietary Materials**

Bay Oracle retains ownership of its original materials, methods, scripts, prompts, rituals, worksheets, service names, branding, written content, session structures, exercises, symbolic frameworks, summaries, and proprietary presentation.

Explorer receives only a limited, personal, non-transferable right to participate in the session or service.

Explorer may not copy, reproduce, teach, publish, sell, distribute, adapt, record, livestream, commercialize, or misrepresent Bay Oracle materials or methods without prior written permission.

## **24. Privacy, Records, and Data**

Bay Oracle may maintain limited business records, including booking details, payment records, consent records, service type, session date, refund status, and factual incident logs where necessary.

Bay Oracle does not maintain medical records, therapy records, psychiatric records, clinical notes, or treatment records.

Bay Oracle may use third-party platforms for booking, payment, forms, email, text, or video services. Explorer understands that third-party services have their own privacy and security terms.

Bay Oracle will make reasonable efforts to protect Explorer information but cannot guarantee absolute security of electronic communications or third-party platforms.

## **25. Recording Policy**

Bay Oracle sessions are not recorded unless all required parties agree in advance.

Explorer may not record audio, video, phone calls, online meetings, in-person sessions, group sessions, ceremonies, or private conversations without prior written permission from Bay Oracle and any other required participants.

Bay Oracle may refuse, terminate, or take additional measures if Explorer records without consent.

## **26. Testimonials, Reviews, and Public Statements**

Explorer may leave honest reviews based on Explorer's personal experience, provided Explorer does not make knowingly false statements, disclose private information of others, misrepresent Bay Oracle services, or claim that Bay Oracle provides guaranteed outcomes, therapy, medical care, psychological treatment, crisis care, certification, or licensed professional services.

Bay Oracle may request permission before using any Explorer testimonial in marketing.

Testimonials must not be used to imply guaranteed results, medical benefits, psychological benefits, cure, treatment, crisis resolution, eligibility for future services, or predictive certainty.

## **27. Dispute Resolution**

The Parties agree to first attempt to resolve any dispute informally and in good faith.

Before filing a lawsuit or arbitration, the complaining Party should provide written notice describing the dispute and allow at least thirty (30) days for informal resolution, unless immediate legal action is necessary to prevent harm, preserve rights, comply with legal deadlines, address unlawful conduct, or seek emergency relief.

Optional future dispute procedures, including arbitration or small claims procedures, may be added only by written agreement.

Until a separate arbitration clause is adopted in writing, this Agreement does not require binding arbitration.

## **28. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of California, without regard to conflict-of-law rules.

Subject to any valid dispute-resolution provision, venue for disputes shall be in a court of competent jurisdiction in California, unless another venue is required by law or agreed in writing.

## **29. Severability**

If any part of this Agreement is found unenforceable, invalid, void, or unlawful, the remaining parts shall remain in effect to the fullest extent permitted by law.

Any unenforceable provision shall be modified to the minimum extent necessary to make it enforceable, if permitted by law. If modification is not permitted, the provision shall be severed and the remainder of the Agreement shall continue.

## **30. Entire Agreement**

This Agreement, together with any booking confirmation, written pricing confirmation, or written terms for the selected General Explorer Session, constitutes the entire agreement between the Parties regarding the General Explorer Session.

This Agreement supersedes prior oral or written statements regarding the same service.

No verbal statement modifies this Agreement unless confirmed in writing by Bay Oracle.

## **31. Amendments**

Bay Oracle may update its agreements, policies, pricing, service descriptions, refund terms, eligibility requirements, and protocols from time to time.

The version accepted by Explorer at booking or service time governs that service unless otherwise agreed in writing.

Any material change for a scheduled service should be disclosed before the service begins.

## 32. Acknowledgment of Understanding

By signing below or accepting this Agreement electronically, Explorer acknowledges that Explorer has read, understood, and agrees to this Agreement.

Explorer specifically acknowledges:

- Bay Oracle is non-clinical;
- Bay Oracle is not therapy, medical care, psychological care, crisis support, legal advice, financial advice, HR, or a licensed professional service;
- Explorer participates voluntarily;
- Explorer remains responsible for all decisions and outcomes;
- no outcome is guaranteed;
- Explorer satisfaction is not guaranteed;
- confidentiality has limits;
- Explorer may not record without permission;
- Explorer may not copy or reproduce Bay Oracle materials or methods;
- Explorer may not make threats, blackmail attempts, extortionate demands, false statements, or coercive claims;
- Explorer releases and waives claims to the maximum extent permitted by law;
- non-waivable claims remain preserved as required by law;
- Explorer should seek licensed professional or emergency support when needed;
- herbal, plant-based, sensory, and symbolic elements are optional and non-medical;
- services outside ordinary General Explorer Sessions may require separate written terms.

## 33. Signature

**Explorer Name:** \_\_\_\_\_

**Explorer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email / Phone:** \_\_\_\_\_

**Bay Oracle / Operator:** Charlie Safari

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **Optional Electronic Acceptance**

By checking the box or clicking "I Agree," Explorer confirms that Explorer has read, understood, and agreed to the Bay Oracle General Explorer Session Agreement.

Explorer initial: \_\_\_\_ I have read and agree to the Bay Oracle General Explorer Session Agreement and E - Signature.

**Date :** \_\_\_\_\_

**Explorer name** \_\_\_\_\_

**Explorer email:** \_\_\_\_\_

**E - Signature:** \_\_\_\_\_

**Bay Oracle / Operator:** Charlie Safari

**Date :** \_\_\_\_\_

**e - Signature:**

A handwritten signature in purple ink, appearing to be 'Charlie Safari', written over a horizontal line.