

Lightworker Terms and Conditions

Please read these terms and conditions carefully before using the D & M REVOLUTIONS PTY LTD – MAJIK GIFT web site and/or mobile application (the “Service”).

THIS SERVICE IS FOR ENTERTAINMENT PURPOSES ONLY. YOU UNDERSTAND THAT BY ACCESSING, DOWNLOADING OR USING THE SERVICE, OPERATED BY D & M REVOLUTIONS PTY LTD – MAJIK GIFT (“D & M REVOLUTIONS PTY LTD – MAJIK GIFT,” “US,” “WE,” OR “OUR”), YOU ARE SIGNIFYING THAT YOU ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND ARE OTHERWISE CAPABLE OF FORMING LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW AND THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THESE ADVISOR TERMS AND CONDITIONS (THE “ADVISOR TERMS”) AND AGREE TO BE BOUND BY THEM.

NOTICE OF CLASS ACTION WAIVER AND ARBITRATION PROVISION: PLEASE NOTE THAT THESE ADVISOR TERMS INCLUDE A CLASS ACTION WAIVER AND A MANDATORY ARBITRATION PROVISION. OTHER THAN CERTAIN EXCEPTIONS, ANY DISPUTE, ACTION, CLAIM, OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE MUST BE RESOLVED BY ARBITRATION ON AN INDIVIDUAL BASIS, AND MAY NOT BE ARBITRATED OR OTHERWISE PURSUED AS A CLASS ACTION. PLEASE SEE THE MUTUAL ARBITRATION PROVISION BELOW.

The terms and conditions below are in addition to the terms and condition contained in Our (“Terms of Use”) and limit our liability and obligations to You, as an Advisor, and allow Us to change, suspend or terminate your access to and use of the Platform at any time in Our sole discretion. It is your responsibility to read and agree to the following terms and conditions, along with any other policies on Our website including, but not limited to, Our privacy policy or term of use BY ACCESSING OR USING THE SERVICE YOU AGREE TO BE BOUND BY THESE ADVISOR TERMS AS WELL AS ANY ADDITIONAL TERMS AND CONDITIONS CONTAINED IN OUR TERM OF USE AND OUR OTHER POLICIES AND AGREEMENTS THAT MAY APPLY TO YOU, INCLUDING, BUT NOT LIMITED TO INDEMNIFICATION, DISCLAIMERS, AND LIMITATIONS OF LIABILITY. This provision is further supplemented by Appendix A relating to Release of Liability.

THESE ADVISOR TERMS APPLY TO ALL ADVISORS WHO ACCESS OR USE THE SERVICE. You understand and agree that your access to and use of the Service is conditioned on your acceptance of and compliance with these Advisor Terms. If You disagree with any part of the Advisor Terms, then You must not use or access the Service.

Becoming an Advisor

The Service is a advice marketplace that brings advice-seekers and independent, advisors (“Advisor(s)” or “You”) together through video, telephone, chat, and messaging. Advisors record their responses or respond in real time for telephone calls, live video or chat sessions, along with any optional text, and deliver it to the clients. If your client desires a live SESSION via chat or telephone, You may invite them to RETURN or to book for the next appointment while talking to them,

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To become an Advisor, You must fill in the application and create an advisor profile. You will be required to submit your legal name, address, and telephone number so that We may identify You and contact You. You must also provide Us with your personal payable account information to receive payment through the Service. You must upload a photograph of yourself (other images, icons, or illustrations are not permitted unless approved), create a profile video and provide profile information to describe the types of services that You offer. Including website, face book, insta, TikTok, and any recommendations you have received. Once You complete your profile, You will create and submit a sample for Us to review. After We receive your information and review your service, you will be notified whether You have been accepted as an Advisor. We reserve the right to verify your identity and other background information at any time and You agree that You will provide Us with information to do so at Our reasonable request. You understand and agree that it is your responsibility to make sure that your profile is appropriate, and that all information that You provide is true, complete, up to date, and accurately reflects your credentials and is in compliance with all applicable laws and regulations.

By registering as an Advisor, You are not bound to continue to use the Service or to accept orders and provide readings for any length of time. You are free to use the Service when and how you choose, subject to the Advisor Terms. You may stop accepting orders for any period of time or stop using the Service all together for any reason or for no reason at all, provided that You fulfill outstanding orders and existing obligations. It is your responsibility to make your self available on your calendar

Your Responsibilities as an Advisor

If a client selects You to be their Advisor, You should receive a Platform notification and/or an email message. You must have push notifications enabled in order to receive them. We encourage You to log in often to see if You have any new orders. If You have a pending order, it will be contained in the "My Jobs" section of the app. We recommend that You respond as soon as You can to encourage repeat orders and positive client feedback. Keeping your availability on your calendar up to date is important.

As You fulfill orders, keep in mind your clients will be able to provide feedback and reviews that will appear on your profile. Clients may edit their review for up to 2 weeks after it is entered and We do not remove or edit reviews except for extreme circumstances. If your receive multiple or ongoing bad reviews your agreement may be terminated at anytime without notice.

We will not be liable for any delays or failures in your receipt of any push notifications or emails as delivery is subject to effective transmission from your network operator and processing by your mobile device. These services are provided on an AS IS, AS AVAILABLE basis.

Independent Contractor

You understand and agree that, as an Advisor and/or user of the Service, You are acting as an independent contractor and not as Our employee, agent, consultant or

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representative. You have exclusive control of the manner and means of giving your advice, subject to certain prohibited actions referenced below. As an Advisor, you do not have the right to enter into any contract on our behalf. Similarly, by your use of the Service, we are not establishing a partnership, franchise or joint venture between us. Under no circumstances shall You be considered Our employee. By using the Service, you represent and warrant that You have any and all permissions as may be required by federal, state, local, or international law, as applicable, to use the Service as an Advisor.

Advisor Fees

Charges for all interactions between Advisors and Members will be billed through the Advisor Platform. D & M REVOLUTIONS PTY LTD – MAJIK GIFT will use reasonable efforts to process each Member's chosen payment method for the amount agreed upon between Member and Advisor (subject to D & M REVOLUTIONS PTY LTD – MAJIK GIFT fee structure below)

Lightworker transactions will be paid as soon as you receive feedback or within 48hours for no feedback **(If you receive unhappy feedback the customer will be asked if they would like a refund – in this case you will not be paid and the customer will receive a full refund)** *If this becomes often your partnership with "Majik Gift" may be reviewed.*

TO GET PAID EARLY – As soon as your customer leave a positive review you receive your payment of monies owed within 24 hours. (It is in your best interested to recommend the customer leaves a review at the end of each reading including the link and if they would like to leave you a tip)

D & M REVOLUTIONS PTY LTD – MAJIK GIFT connection fee for each session in accordance with the Schedule of Fees and Payments described below:

The Fee is based on %: of the price you choose to charge

- All Readings – 25% (Extras Package 35%)
- Ticket Sales & Classes 25% per sitter (Extras Package 35%)
- Physical Shop items – 20% (Not including shipping) (Extras Package 30%)
- Subscriptions 20% (Extras Package 30%)
- All Tips 100% goes to you within 24 hours

(What you receive for the % paid to Majik Gift? – All rights to use all areas of the APP - Advertising all over the world via – Google Searches – Face Book – TikTok – Insta – LinkedIn ***(Extra Advertising Package will be available for 35% to 30% per sale, this will include – Top Ranking on Google – Your own Advertising Team- Video Preparations - Paid Ads on Face Book and insta – Special Features on Tik Tok – LinkedIn feature)***

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Do I need to purchase the extra package? – NO, you will receive a lot of exposure without it - but you won't receive top ranking and Ads formulated by our advertising team just for you (Remember the best form of advertising is word of mouth)

All Feed Back and quality of services are the advisors responsibility

D & M REVOLUTIONS PTY LTD – MAJIK GIFT may modify the fees at any time upon notice and will use commercially reasonable efforts to provide advance notice. Administrative fees may apply for additional administrative function such as cancelling checks or initiating wire transfers. Advisors are paid the net amount of the charge paid by the Member after deduction of all.

Advisors will be paid each time that they timely fulfill an order for a reading. As an Advisor, You will receive all payments for fulfilling your orders through PayPal or a similar service to be chosen at Our sole discretion. Any revenue that You earn through Our service can be held for up to a period of fourteen (14) business days from the time that it is generated and there is a minimum withdrawal sum of \$35. In the event that We receive a complaint about your service from a client and We find the complaint to have merit, We may choose to reverse the payment to your account and credit the client the amount paid for the order. In addition to reversing the payment to your account, depending on your behaviour, You may be subject to disciplinary action in accordance with Our Advisor Terms. Payment is usually deposited into your personal payable account within 2 to 4 days once the customer has left the review or the item has been delivered. If an order is placed, but You do not deliver the reading or the item is not delivered the payment goes back to the client, You will receive zero compensation, and your account may be subject to suspension or termination.

Notwithstanding the foregoing, D & M REVOLUTIONS PTY LTD – MAJIK GIFT reserves sole discretion, for any reason, to either withhold any amount due to You for completed orders or to reverse payments posted to your account.

Advisor Discipline

If You fail to fulfill an order for any reason, the client's order will be cancelled, and your Advisor profile will no longer appear on the Service. If You violate any of these Advisor Terms, the terms and conditions contained in Our other policies, or You fail to fulfill client orders, D & M REVOLUTIONS PTY LTD – MAJIK GIFT retains sole discretion to suspend an Advisor's account.

If You feel that your profile was wrongly removed, contact the support team and tell them why.

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Advisor Code of Conduct

You, the Advisor, will be solely and fully liable for all conduct, services, advice, postings and transmissions that are made in connection with your use of the Service. We reserve the right to monitor all videos, messages, communications, and content to ensure that You are complying with these Advisor Terms, as well as the terms and conditions contained in our other policies. You understand and agree that all of your communications with clients must be exclusively carried out via the Service. If You fail to abide by this code of conduct, in addition to pursuing all other legal remedies available to Us, your account may be suspended or terminated at Our sole discretion.

When using the Service, the following guidelines are to be followed by all Advisors:

- You will not knowingly engage in any conduct designed to defraud, mislead, or otherwise deceive any user of the Service.
- You agree to never allow another person to access your user account. You agree to maintain the confidentiality of your password and user account information and agree that you are responsible for all activities that occur under your user account.
- You will not knowingly provide services to an user under 18 years of age.
- You will not use vulgar, racist, offensive or obscene language.
- You will not harass, threaten, or embarrass a client or other user of the Service.
- You will not wear revealing clothing.
- You will present a pleasant visual atmosphere for your client free of disruptions, background noise and outside interferences. For example, You will not record your Advisor responses from a loud party, while driving, or while eating.
- You will maintain a professional relationship with your clients at all times and treat them with dignity and respect.
- You will not badger or retaliate against a client who left you a negative rating.
- You will not post or exchange contact information with any client (or any other information which would allow You to interact with a client outside of the Service). This includes, but is not limited to, your telephone number, postal address, e-mail address, social media accounts, other sites where You offer services, or the name You are operating under on any of these sites.
- You will not interact or communicate, or attempt to interact or communicate, with a client outside of the Platform.
- You will not give advice that is of the legal or medical nature. Such advice may only be provided by a properly licensed medical or legal professional, with an established physician-patient relationship, attorney-client, or other relationship. You understand and agree that if a client is suicidal or is indicating potential self-harm, You will tell them that they should seek immediate professional medical care provided by a properly licensed medical professional.
- You will not offer services that guarantee the direct altering of the future, including, but not limited to, spells or spell removal.
- You will advise clients, whom You have been introduced to through the Service, only by, on, or through the Service.
- You will comply with any applicable rules, regulations, laws, or statutes in using the Service as an Advisor.

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- You will not provide false information or misleading information in connection with your Advisor profile.
- You will regularly maintain your profile and assure that the information is accurate and up-to-date.
- You will assure that at all times You accurately list and represent your skills, qualifications, and background.
- You will not perform services as an Advisor in any jurisdiction where it is unlawful to do so.
- You will not provide any information or advice or recommendations pertaining to the value, viability, or investment or purchase value of any security, sweepstakes, lottery, games of chance, etc.
- You will not offer additional or alternative services for additional payment or compensation.
- You will not engage in any conduct or take any actions that may manipulate, undermine, and/or interfere with any ratings of any Advisor on the Service. We reserve the right to exclude without explanation any rating that We think may compromise the integrity of the Advisors feedback system.
- You will not engage in conduct that disparages or otherwise negatively affects the D & M REVOLUTIONS PTY LTD – MAJIK GIFT owned brands
- You will not attempt to send any “spam” or “junk” or any other form of unsolicited emails or communications to any user of the Service.
- You will not promote, advertise, introduce or refer any other service to any other user.
- You will take all necessary measures to safeguard any and all confidential information provided to You by any client.
- You will not share or disclose any personal information about a client with anyone, including, but not limited to, your friends, family members, and professional colleagues. If You learn personal information about a client from sources outside of the Service, You will disclose such information to the client as well as the source of your information. You will not conceal such information and otherwise use it to your advantage as an Advisor.
- You will not register multiple accounts as an Advisor and shall at all times have at most one active Advisor account.
- You will not, under any circumstances whatsoever, accept, solicit or request any payment, tips, compensation or remuneration of any kind, either directly or indirectly, from a client.

If We suspect that You have violated the Advisor Code of Conduct or have otherwise breached this Agreement, in addition to all other rights and remedies available to Us herein or by law, D & M REVOLUTIONS PTY LTD – MAJIK GIFT reserves the right to withhold or reverse payments, levy fines, and/or suspend or terminate your account in its sole and absolute discretion.

Privacy & Confidentiality

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All information disclosed to You as an Advisor by a client should be treated as private and confidential information. This information must not be shared, posted, or disclosed to any person (including other Advisors), entity, group, publication, forum, website, or any other place, whatsoever. You understand that your clients are not required to maintain confidentiality with regard to any advice that You provide to a client as an Advisor.

Any information or content that You post or transmit through the Service will not be considered your confidential information. You grant D & M REVOLUTIONS PTY LTD – MAJIK GIFT an unlimited, irrevocable, royalty-free license to use, reproduce, display, edit, copy, transmit, process, control, publicly perform and create derivative works, communicate to the public or any third party any such information and content on a world-wide basis.

You also acknowledge that you will maintain compliance with the rules of GDPR (General Data Protection Regulation). This includes the following rights to which Clients are entitled:

- Right of access
- Right to erasure of personal data
- Data portability
- Data protection

This means that You are not to do anything that might infringe upon the Client's privacy rights, including but not limited to:

- Keeping notes physically or on your own computer/device containing any of the Client's personal data
- Downloading files or web pages containing any of the Client's personal data
- Sharing personal Client data with anyone
- Failure to take reasonable measures to protect personal Client data

BY BEING AN ADVISOR ON D & M REVOLUTIONS PTY LTD – MAJIK GIFT, YOU ACKNOWLEDGE THAT YOU ARE LIABLE FOR THE COMPLIANCE WITH THE RULES OF GDPR AS OUTLINED ABOVE. FAILURE TO COMPLY WITH THESE RULES MAY EXPOSE YOU TO MONETARY FINES OR OTHER PENALTIES BY EU AUTHORITIES, AS WELL AS TERMINATION OF YOUR D & M REVOLUTIONS PTY LTD – MAJIK GIFT ACCOUNT.

Advisor Tax Compliance

As an Advisor, You may be required to provide Us with completed tax forms as prescribed by law, such as a ABN or Form W-9 or Form W-8BEN. If so required, your failure to submit such forms may result in delay of payment to You and/or the termination of your account with Us. As applicable and if required by law, You will be sent a Form 1099 for You to comply with your income tax obligations. Remember, You

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are solely responsible for reporting, paying, and filing any and all income, taxes, and documents associated with any compensation You receive through your use of the Service.

Waiver & Release

You acknowledge and understand that, as an Advisor, You will be solely responsible and liable for any damages and/or claims suffered by or asserted by a client in connection with services that You provided.

IN THE EVENT OF YOU ARE INVOLVED IN A DISPUTE REGARDING ANY CLIENT OR TRANSACTION, YOU HEREBY RELEASE BARGES AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ALL MANNER OF ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LOSSES (DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEY'S FEES.

Indemnification

You agree to defend, indemnify and hold harmless D & M REVOLUTIONS PTY LTD – MAJIK GIFT and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of or in connection with: (i) your use and access of the Service, by You or any person using your account and password, including, but not limited to, any interaction or communications with another user, client, advisor, or third party; (ii) a violation or breach of the Terms of Use, the Advisor Terms, or any other agreement that governs your use of the Service; (iv) a violation of any of your representations or warranties made to Us, (v) a violation of any law or the rights of any third party; or (vi) any user Content, third party content, third party sites and any other content posted on the Service.

Limitation of Liability

In no event shall D & M REVOLUTIONS PTY LTD – MAJIK GIFT, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any user, client, advisor, or third party on the Service; (iii) any Content obtained from or provided to the

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Service; (iv) reliance by any other person or entity on your recommendations or advice or the actions You take; and (v) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not We have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

D & M REVOLUTIONS PTY LTD – MAJIK GIFT is not responsible for (i) any Content or conduct, whether online or offline, made in connection with the Service, whether caused by visitors, users, Advisors, third parties and others; (ii) any error, omission, interruption, deletion, defect, delay in operation or transmission, communication lines failure, theft or destruction or unauthorized access to, or alteration of user communications or Advisor communications; (iii) any problems or technical malfunction of any telephone network or lines, cellular data provider or network, computer online systems, servers or providers, computer equipment, software, failure of email, traffic congestion or downtime on the Service, including injury or damage to users or to any other person's computer and/or mobile device; or (iv) any loss or damage, including personal injury or death, resulting from anyone's use of the Service, any content posted or transmitted to users, or any interactions between users of the Service, whether online or offline. This provision is further supplemented by Appendix A relating to Release of Liability.

MUTUAL ARBITRATION PROVISION

1 Agreement to Arbitrate

D & M REVOLUTIONS PTY LTD – MAJIK GIFT and you agree to enter into the arbitration agreement contained in this Arbitration Provision. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and evidences a transaction involving interstate commerce. This Arbitration Provision applies to any dispute arising out of or related to these Terms of Use, your relationship with D & M REVOLUTIONS PTY LTD – MAJIK GIFT, the termination of that relationship, or any other aspect of your relationship with D & M REVOLUTIONS PTY LTD – MAJIK GIFT Affiliate, regardless of such dispute's date of accrual, and this Arbitration Provision continues in effect after and survives the termination of any relationship between the parties.

By clicking "I accept," you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of these Advisor Terms and conditions with D & M REVOLUTIONS PTY LTD – MAJIK GIFT

Appendix A

In addition to the general releases set forth under INDEMNIFICATION and LIMITATION OF LIABILITY, you further agree to waive any claims against D & M REVOLUTIONS PTY

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LTD – MAJIK GIFT INC arising out of these Advisor Terms as supplemented below. In particular, You acknowledge and agree that:

In California:

You are releasing all rights under section 1542 of the California Civil Code, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

In Montana:

You are releasing all rights under Montana Code Annotated Section 28-1-1602, which provides:

A general release does not extend to claims that the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which, if known by the creditor, must have materially affected the creditor's settlement with the debtor.

In North Dakota:

You expressly waive any and all rights that you may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims, including but not limited to North Dakota Century Code Section 9-13-02, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in the creditor's favor at the time of executing the release, which if known by the creditor, must have materially affected the creditor's settlement with the debtor.

In South Dakota:

You expressly waive any and all rights that you may have under any state or local statute, executive order, regulation, common law and/or public policy relating to unknown claims, including but not limited to South Dakota Codified Laws Section 20-7-11, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Changes

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We reserve the right, at Our sole discretion, to modify or replace these Advisor Terms at any time. The latest Advisor Terms will be posted on Our website. It is your responsibility to review the latest Advisor Terms before You use the Service. Any changes to the dispute resolution provisions set out in the Mutual Arbitration Provision will not apply to any disputes for which the parties had actual notice before the date the change was posted on Our website. If You do not agree to the new Advisor Terms, please stop using the Service.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND D & M REVOLUTIONS PTY LTD – MAJIK GIFT. BY CLICKING ON THE “CONTINUE” OR “SAVE” BUTTON ON THE ADVISOR SIGNUP PAGE YOU ARE AFFIRMATIVELY STATING THAT YOU HAVE READ AND UNDERSTAND THE ADVISOR TERMS SET FORTH HEREIN AND ARE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE ADVISOR TERMS HEREOF.