SPINAL FLOW TERMS AND CONDITIONS

1. ACCEPTANCE

1.1 These Terms are between the Parties set out in the Proposal, being us our successors and assignees, (referred to as "**we**", "**us**", "**our**" or "**Company**"), and you (referred to as "**you**" or "**your**"), and collectively the Parties.

1.2 You have requested the Course Offerings set out in the attached Proposal (**Course Offerings**). You agree and accept these Terms and Conditions (**Terms**), and the Proposal form, which form the agreement (Agreement) under which we will supply Course Offerings to you for the Term. **Please read the Terms carefully**. Please contact us if you have any questions.

1.3 You accept this Agreement by:

- signing and returning this Agreement;
- confirming in writing including by email that you accept the Proposal;
- allowing us to proceed with the Course Offerings; or
- making part or full payment for the Course Offerings.

1.4 **Cooling Off Period:** You must provide us with notice in writing via email to info@spinal-flow.com of any cancellation within 7 days' from the date that we receive the Deposit. If you withdraw from this Agreement under the cooling-off provisions set out in this clause 1.4, you will be entitled to a refund, however we are entitled to retain any costs incurred by us prior to the withdrawal. You will also be responsible for any fees deducted (bank fees, refund charges, credit card fees etc.) charged as a result of your chosen payment method and/or refund method. We will not be liable for bank or credit card charges charged to you, or losses in international currency fluctuations when refunds are processed.

1.5 **Refunds:** To the extent permitted by law, we do not offer refunds of any kind after expiry of the Cooling Off Period or for Course Offerings performed, unless otherwise agreed between Parties.

2. OUR COURSE OFFERINGS

2.1 The Term of the Course Offerings is 18 months.

2.2 Upon expiry of the Term, access to the Course Offerings (Excluding the Immersive Training) is available by joining the Spinal Flow Membership. The membership is available by monthly subscription and requires the Parties to enter into a separate agreement.

2.3 We will not commence the Course Offerings until you have paid the Deposit or first instalment of our Fees.

2.4 We agree to provide the Course Offerings set out in the Proposal with due care and skill for the Term.

2.5 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.

2.6 We may provide the Course Offerings to you using our employees, contractors and third-party providers and they are included in these Terms.

2.7 During the Term, provided you comply with your obligations under this Agreement, we will:

(a) provide login details to access the online Course Offerings and mark assessments and provide feedback where applicable on submitted assessment tasks;

(b) provide access to four (4) live support calls per week, on which questions may be asked directly

(c) provide office support for logistic questions via email;

(d) Issue Certification upon satisfactory completion of the Course Offerings (only if applicable based on participant performance) after marking final assessments.

2.8 We may suspend Course Offerings until we deem necessary in our sole discretion, including but not limited to where we reasonably determine that you failed to conduct yourself ethically, civilly and respectfully at all times.

3. DEFERRAL OF COURSE OFFERINGS

3.1 Course Offerings may be deferred by prior arrangement between Parties for a minimum of 1 month and maximum of 6 months. Access to the Course Offerings and any payment plan fees will be suspended during the deferral period.

3.2 While the Course Offerings are deferred, we will remove access to the Course Offerings including your allocated Immersive Training and you will need to reschedule the Immersive Training once the Course Offerings have recommenced.

3.3 If you are on a payment plan, the Course Offerings can be placed on hold any time after the first monthly payment.

3.4 After 6 months of deferral, it is possible to extend this deferral period for a further period of up to 12 months; however, the Fees will be reviewed based on factors such as recent price increases, demand, and the extension time required.

3.5 To resume the Course Offerings, you will need to select the date that you would like to resume and notify us in writing. Our team will subsequently:

(a) review the Fees based on factors such as recent price increases, demand, and the extension time required and notify you of any revised Fees (where applicable);

(b) resume the Course Offerings; and

(c) process your next payment on the selected date (where applicable if on a payment plan or additional fees are owed).

3.6 The Course Offerings will recommence from the same place that access was suspended. For example, if paused at 13 weeks, the Course Offerings would then recommence at 13 weeks.

4. VARIATIONS

4.1 The Fees and Course Offerings can only be varied by written agreement between us, including by email.

4.2 Variations will not invalidate these Terms or be regarded as a repudiation of these Terms by us.

4.3 If we need to charge an additional fee for a Variation (**Additional Fee**), then we will provide a written quote for the Additional Fee prior to commencing performance of the Variation. If:

(a) you accept the quote for the Additional Fee then these Terms are amended to incorporate the Variation but otherwise remain the same; or

(b) you do not accept the quote for the Additional Fee where we informed you of the need for us to perform a Variation then we may in our discretion terminate these Terms immediately.

4.4 If we are unable to accommodate a Variation requested by you, we may consult with you to find a feasible adjustment. Should a mutually agreeable solution not be reached, we reserve the right to invoice for Course Offerings provided to date and terminate these Terms.

5. IMMERSIVE TRAINING

5.1 To attend an Immersive Training event, you will need to complete a separate request.

5.2 You will have the option to select the Immersive Training date once your course Scholarship Fees have been paid in full.

5.3 The Immersive Training must be completed within the Term.

5.4 It is your sole responsibility to select the Immersive Training date and we recommend booking in as soon as possible as they can become waitlisted.

5.5 If you do not attend the Immersive Training within the Term, the Immersive Training inclusion will be forfeited and additional fees will apply to attend.

5.6 If you are unable to attend the Immersive Training date you have selected:

(a) you may transfer the Immersive Training date to another available training date within the Term at no additional cost, provided you notify us in writing at least thirty (30) days prior to your originally scheduled the Immersive Training date and we accept this transfer;

(b) if you notify us in writing less than thirty (30) days but more than seven (7) days before the scheduled Immersive Training date, you may still change the Immersive Training date, subject to the change of date fee listed in the Proposal; or

(c) if you notify us less than seven (7) days from the Immersive Training date you forfeit the Immersive Training inclusion, you will not be eligible for a refund and additional fees will apply to attend the Immersive Training. This is due to our financial commitments with event planning requirements and us not having sufficient time to refill your spot.

5.7 Before cancelling your attendance please check there are other dates available to you within your Term to attend an Immersive Training.

5.8 We may from time to time in certain circumstances deem it necessary to change the program audience capacity, venue, speaker or session hours of the Immersive Training without prior notice.

5.9 We have the right to reschedule or cancel any Immersive Training where reasonably necessary in our sole discretion. In this event, we will notify you in writing as soon as reasonably possible prior to the Immersive Training date, and if cancelled, you will be enrolled into the next available Immersive Training date. Spinal Flow will not be held liable for any expenses, including but not limited to, lost travel plans, loss of income etc.

5.10 **In-Person Immersive Training:**

(a) It is recommended to take out travel insurance when travelling to attend our events, including but not limited to the Immersive Training.

(b) All expenses including but not limited to travel, visas, flights, airport transfers, accommodation, meals, car hire, scooter hire, other adventure activities, tours etc. are at your own expense.

(c) You will receive a hardcopy training manual when you attend the in-person Immersive Training.

6. ONLINE TRAINING MODULES

6.1 From the Commencement Date, you will receive the login details for the online learning platform where the Online Training Modules will be provided.

6.2 The Online Training Modules will comprise of written materials, videos (where specified) and other learning resources.

6.3 From the Commencement Date, the initial Online Training Modules will be unlocked.

6.4 As subsequent payments are received additional Online Training Modules will be unlocked.

6.5 In the event that the online learning platform is unavailable for an extended period of time (greater than 1 week), we will use reasonable endeavours to ensure you have access to Online Training Modules via alternative modes of delivery.

6.6 Some Course Offering materials are available for download, any printing is at your own expense.

7. ASSESSMENTS AND BECOMING CERTIFIED

7.1 After successfully completing the Online Training Modules, you will be eligible to complete the assessments required to become Certified.

7.2 In order to become Certified, you must successfully complete the following requirements:

(a) 10 client feedback forms;

(b) 3 video recordings; and

(c) enter into a separate licence agreement that includes key licensing obligations such as:

(i) follow Brand and Copyright Guidelines and Ethical Code of Conduct;

(ii) adhere to our written directions;

(iii) include an "About Spinal Flow" page on your website;

(iv) follow agreed sales/marketing plans;

(v) avoid damaging our Intellectual Property and reputation; and

(vi) allow us to organise training/healing events using the Intellectual Property.

7.3 You must submit your assessments within the Term.

7.4 If your assessments are not submitted within the required timeframe set out in clause 7.3 you will be required to either pay the late/resubmission fee listed in the Proposal or re-attend the Immersive Training at your expense.

7.5 The assessment criteria for Certification is subject to change at any time in our sole discretion.

7.6 All assessments must be submitted online, instructions will be provided.

7.7 If your assessments are not recorded in English, it is imperative that you include a translation. This ensures that our team can accurately evaluate your work and provide meaningful feedback.

7.8 If your assessments do not meet the requirements to pass, you will receive notification from us (typically via email) with specific feedback on the video(s) and a request to re-submit them. This may include recommendations to revisit certain modules. You will have 3 months to redo and re-submit the assessments.

7.9 If your re-submitted assessments do not meet the requirements to pass for a second time, to re-submit a third time you can choose to:

(a) pay the resubmission fee listed in the Proposal within 3 months from the date of our last feedback; or

(b) attend the Immersive Training refresher and then re-submit - the cost of the re-submission is included in the Immersive Training refresher fee.

8. YOUR OBLIGATIONS

8.1 You warrant that throughout the Term that:

(a) the information you provide to us is true, correct and complete and you will notify us in writing of any changes to contact details (email, phone, address etc.);

(b) you will actively participate and engage in the Course Offerings;

(c) where sessions are being held live, your involvement and collaboration throughout the sessions may be recorded and accessible by other participants in the sessions. Please notify us in writing if you do not wish for your participation and collaboration to be shared with others. By not providing such notification, you grant us permission to use any images or videos captured;

(d) there are no legal restrictions preventing you from agreeing the Terms;

(e) you will conduct yourself ethically, civilly and respectfully at all times;

(f) you will at all times comply with our Requirements;

(g) you will comply with the Admin Portal;

(h) you will comply with the Marketing Guidelines;

(i) you will comply with the Ethical Code of Conduct;

(j) you will not submit, present, or claim any Course Offering materials, work derived from other sources, or work completed by another person as your own original work;

(k) you will cooperate with us and provide us with information and comply with requirements in a timely manner, as requested by us from time to time, that are reasonably necessary to enable us to provide the Course Offerings;

(l) you will not infringe any third-party rights in working with us and receiving the Course Offerings; and

(m) you are responsible for obtaining any consents, and permissions from other parties necessary for the Course Offerings to be provided and used, and for providing us with the necessary consents and permissions (rules and regulations differ in every country).

8.2 You warrant that you will not canvass, employ, induce or attempt to employ, induce, solicit or entice away from us, any employee or contractor that was employed by or contracted to us during the term that we provide Course Offerings to you or the prior twenty four (24) month period.

9. PRICE, INVOICING AND PAYMENT

9.1 You agree to pay us the amounts set out in the Proposal. All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable unless stated otherwise). Payment may be made by way of our Payment Providers or payment methods as set out in our Proposal when purchasing our Course Offerings.

9.2 From time to time, we may offer discounts, event specials, part-scholarships, and competition prizes at discounted prices. By accepting these Terms in accordance with clause 1.3, you acknowledge that the Fees agreed upon at the time of acceptance are fixed and will not be subject to any future changes in the event of additional discount offerings.

9.3 **Deposit:** If the Proposal indicates that we require a Deposit, we will not commence providing the Course Offerings until you have paid the Deposit or the first instalment of our Fees.

9.4 We may use third-party payment providers (**Payment Providers**) to collect payment of the Fees. The processing of payments by the Payment Provider will be, in addition to the Fees, subject to the terms and conditions and privacy policies of the Payment Provider. We are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct the Payment Provider to correct, any errors or mistakes in collecting any Fees.

9.5 In addition to our Fees, you agree to reimburse us for any additional expenses incurred due to refunds, incorrect payments or card failures. This includes, but is not limited to, bank fees, administrative costs, and any related charges imposed by any Payment Providers.

9.6 You agree to pay our Invoices by the payment date set out on the Invoice. If you do not pay by the payment date (including any other services we have provided to you), we may cease to provide the Course Offerings to you until we receive payment.

9.7 **Chargeback Waiver**: you agree not to initiate any chargeback request with your credit card provider or file a dispute through any Payment Providers, including PayPal. Should you attempt to circumvent this policy by filing a chargeback request or dispute, we reserve the right to dispute the claim and recover any additional costs or fees incurred as a result of such action.

9.8 **Payment Plans:**

(a) If you opted for a payment plan, the subsequent payments after the initial deposit will be deducted from your chosen payment method at the specified payment frequency for the specified number of payments as set out in the Proposal.

(b) If you have an issue with your payment plan, please contact us via the email address set out in the Proposal or through your dashboard.
(c) If there are delays in payments, subsequent payments will be rescheduled to maintain the original payment plan dates.
(d) If you fail to pay in full by the agreed payment plan completion date set out in the Proposal and require an extension of time, the payment plan amount will be adjusted accordingly after consultation between Parties. For example: If a person signs up under the upfront fee but cannot complete the payment within the 2 weeks from the deposit date as scheduled, their total fees will then be adjusted to the 12-month payment plan price.
(e) Finance Applicants: Once your finance is approved and the funds are received you will be given access to the Course Offerings. Your cooling off period will begin with your course offering access.

10. OUR INTELLECTUAL PROPERTY

10.1 We own all Intellectual Property rights in:
- our pre-existing Intellectual Property, including but not limited to copyright which subsists in all creative and literary works incorporated into our pre-existing Intellectual Property; and
- any intellectual Property that we create during the course of the Course Offerings, including but not limited to copyright which subsists in all creative and literary works in all Intellectual Property that we create during the course of the Course Offerings;

unless we explicitly assign or transfer these rights to you in writing, this Intellectual Property is protected by Australian and International laws.

10.2 Nothing in these Terms constitutes an assignment or transfer of our Intellectual Property rights, or a right to use our Intellectual Property, whether registered or unregistered, except as expressly stated in these Terms or with our prior written permission.

10.3 You must not breach, and must take all reasonable steps to protect, our Intellectual Property rights by, including but not limited to:
(a) altering or modifying our Intellectual Property;
(b) creating derivative works from the Intellectual Property; or
(c) using our Intellectual Property for commercial purposes including but not limited to on-sale to third parties.

10.4 You agree to immediately notify us in writing of any breach of our Intellectual Property rights that you become aware of, and to provide all necessary assistance to us in pursuing or defending any such breach.

10.5 This clause will survive the termination or expiration of these Terms.

11. FEEDBACK AND DISPUTE RESOLUTION

11.1 Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Course Offerings, please contact us.

11.2 If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
(a) The complaining Party must tell the other Party in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet (virtually) in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
(b) If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, the complaining Party will ask the Law Society of Queensland to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute and will be equally responsible for the costs of the mediator.

11.3 Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

12. CONFIDENTIAL INFORMATION

12.1 We, including our employees and contractors, agree not to disclose your Confidential Information to any third-party (other than where necessary, to third-party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.

12.2 You, including your employees and contractors, agree not to disclose our Confidential Information to any third-party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.

12.3 These obligations do not apply to Confidential Information that:
(a) is authorised to be disclosed;
(b) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
(c) is received from a third party, except where there has been a breach of confidence; or
(d) must be disclosed by law or by a regulatory authority including under subpoena.

12.4 This clause will survive the termination or expiration of these Terms.

13. TERMINATION

13.1 If either Party commits a remediable breach of these Terms and does not remedy the breach at its cost within a reasonable time after receiving written notice of the breach from the other Party, then the Parties

agree to engage in the dispute resolution process set out in clause 11.2 in the first instance. If the dispute is not resolved after following that process, then either Party may terminate these Terms at any time upon written notice to the other Party.

13.2 We may terminate these Terms immediately upon written notice to you, if:
- (a) you commit a non-remediable breach of these Terms;
- (b) you fail to provide us with clear or timely instructions to enable us to provide the Course Offerings;
- (c) for any other reason outside our control which has the effect of compromising our ability to perform the Course Offerings within the required timeframe; or
- (d) you fail to pay an invoice by the due date.

13.3 You may terminate these Terms immediately upon written notice to us if we commit a non-remediable breach of these Terms.

13.4 To the extent permitted by law, on termination of these Terms in accordance with clause 13.2 or clause 13.3 you agree that any payments made are not refundable to you to the extent of all Course Offerings provided prior to termination, including Course Offerings which have been performed and have not yet been invoiced to you.

13.5 If you terminate this Agreement, you must pay for all Course Offerings provided prior to termination (and until completion of the then current billing cycle if applicable as per clause 13.4, including any Course Offerings which have been performed and have not yet been billed to you.

13.6 On termination of these Terms you agree to promptly return (where possible) or delete or destroy (where not possible to return), our Confidential Information and Intellectual Property, and/or documents containing or relating to our Confidential Information and Intellectual Property.

13.7 On completion of the Course Offerings, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to the Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.

13.8 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

14. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

14.1 **Service Standard**: We will use our reasonable endeavours to provide the Course Offerings with due care and skill, the Course Offerings will be fit for the purpose that we advertise, and we will supply the Course Offerings within a reasonable time.

14.2 **ACL:** Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Course Offerings by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).

14.3 **Statutory Rights**: Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for the Course Offerings is governed solely by the ACL and these Terms.

14.4 **Warranties:** Except for your Statutory Rights, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind.

14.5 **Delay:** Where the provision of Course Offerings depends on your information or response, we have no liability for a failure to perform the Course Offerings, where it is affected by your delay in response or supply of incomplete or incorrect information.

14.6 **Referrals**: We may provide you with contact details of third-party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third-party advice or provision of services, and we disclaim all responsibility and liability for the third-party advice or provision of services, or their failure to advise or provide services.

14.7 **Availability:** To the extent permitted by law, we exclude liability for:
- (a) the Course Offerings being unavailable; and
- (b) any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Course Offerings or the late supply of Course Offerings, even if we were expressly advised of the likelihood of such loss or damage.

14.8 **Disclaimers**: To the extent permitted by law we (including our subsidiaries, affiliates, licensors, service providers, content providers, employees, agents, officers, and directors) disclaim all responsibility and liability for:
- (a) any incidental, direct, indirect, punitive, actual, Consequential Loss, special, exemplary, or other damages, including Loss of revenue or income, pain and suffering, emotional distress, or similar damages, even if we have been advised of the possibility of such damages;
- (b) any damage or personal injury caused by reasons our of our control;
- (c) any time lost as a result of you entering the session late;
- (d) any errors or omissions in the Course Offerings;
- (e) products or services you purchase from a third party;
- (f) any inaccurate or misleading information provided during the Course Offerings and any reliance by you on any such information;
- (g) any technical difficulties that may affect the online sessions and/or recordings;
- (h) any lost or corrupted recordings. We recommend that you also take notes during any live sessions; and

(i) your results, the results experienced by each client may significantly vary.

14.9 **Limitation:** To the extent permitted by law, our total liability arising out of or in connection with the Course Offerings, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Course Offerings to you, or, at our option, us refunding to you the amount you have paid us for the Course Offerings to which your claim relates. Our total liability to you for all damages in connection with the Course Offerings will not exceed the price paid by you under these Terms and pursuant to the Proposal for the 12-month period prior to the act which gave rise to the liability, or one hundred dollars (AUD$100) if no such payments have been made.

14.10 This clause will survive the termination or expiration of these Terms.

15. INDEMNITY

15.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

(a) any information provided by you to us that was not accurate, up to date or complete or was misleading or a misrepresentation;
(b) your breach of these Terms;
(c) any misuse of the Course Offerings by you, your employees, contractors or agents; and
(d) your breach of any law or third-party rights.

15.2 We are liable for and agree to indemnify, defend and hold harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

(a) any information provided to you by us that was not accurate, up to date or complete or was misleading or a representation;
(b) our breach of these Terms;
(c) any defect or omission in the Course Offerings from or by us, our employees, contractors or agents;
(d) our breach of any law or third-party rights in connection with our provision of the Course Offerings to you.

15.3 The Parties agree to co-operate with each other (at their own expense) in the handling of disputes, complaints, investigations or litigation that arises as a result of these Terms.

16. GENERAL

16.1 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines. See our Privacy Policy at: https://spinalflowtechnique.com/website-terms-of-use/

16.2 **Publicity:** You consent to us stating that we provided Course Offerings to you, including but not limited to using any content from your emails, session recordings, photographs or videos and mentioning you on our website, newsletters, social media platforms and in our promotional material, unless you give us written notice that you withdraw your consent in this regard. We may use your surname, initials and your city, however we will endeavour to conceal your identity.

16.3 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

16.4 **GST:** If and when applicable, GST or other foreign equivalent payable on our Course Offerings will be set out on our Invoices. By accepting these Terms, you agree to pay us an amount equivalent to the GST or other foreign equivalent imposed on these charges.

16.5 **Relationship of parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, employer-employee or psychologist-patient.

16.6 **Assignment:** The Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).

16.7 **Severance:** To the extent permitted by law, if any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.

16.8 **Force Majeure:** Neither Party will be liable for any delay or failure to perform its obligations under these Terms if such delay is due to any circumstance beyond their reasonable control.

16.9 **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address in the Proposal. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

16.10 **Jurisdiction & Applicable Law:** These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.

16.11 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any

prior agreement, understanding or arrangement between you and us, whether oral or in writing.

17. DEFINITIONS

17.1 **Brand and Copyright Guidelines** means the 'brand and copyright guidelines' or equivalent which are made available to you, including via our Website;

17.2 **Business Modules** means the business coaching course material provided in the Online Training Modules;

17.3 **Certified/Certification** means a certification received by a student who has successfully completed the Course Offerings, thereby qualifying to practice as a certified practitioner;

17.4 **Claim** means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

17.5 **Confidential Information** includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential";

17.6 **Consequential Loss** means any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, goodwill, reputation, publicity, date or use;

17.7 **Course Offerings** means the course offerings set out in the Proposal;

17.8 **Ethical Code of Conduct** means the 'ethical code of conduct' or equivalent which are made available to you, including via our Website;

17.9 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations, or other foreign equivalent;

17.10 **Spinal Flow Foundations** means the self healing course material in the Online Training Modules;

17.11 **Immersive Training** means the In-Person Immersive Training as part of the Course Offerings;

17.12 **Intellectual Property** includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names, course materials and Course Offerings;

17.13 **Laws** means acts, ordinances, regulations, rules, code and by-laws of the Commonwealth or any state or territory;

17.14 **Liability** means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

17.15 **Marketing Guidelines** means the 'guidelines of marketing Spinal Flow as a student' or equivalent which are made available to you, including via our Website;

17.16 **Online Training Modules** means the comprehensive digital educational content provided to participants through an online platform, including written materials, videos, and other learning resources;

17.17 **Spinal Flow Membership** means an ongoing subscription which gives continued access to the Course Offerings available after the completion of the Term;

17.18 **Admin Portal** means the applicable modules provided to participants through an online platform, or equivalent which is made available to you, including via our Website;

17.19 **Requirements** means any instructions, directions, guidelines or other instructional information provided to you by us;

17.20 **Term** means the term set out in the Proposal;

17.21 **Variation** means:

(a) when advised by us to you, necessary amended or additional services, including but not limited to changes to the Proposal, Course Offerings, Fees or Expenses; or

(b) amended or additional services as requested by you; and

17.22 **Website** means https://spinalflowtechnique.com.