

Terms & Conditions – The Spur Way

We here at The Spur Way, (the “Company”) are excited to be working with you as you participate in our courses and masterclass (the “Course” and the “masterclass”). By enrolling in the Course or accessing or using any materials associated with the Course (“Course Content”), you agree to all the terms and conditions set forth below, without modification. If you do not agree to all the terms and conditions as set forth below, you should not enrol in the Course.

1. **The Course.** The Course is a virtual experience conducted virtually over Facebook and Zoom. HypnoBreathwork® and energy work combines the power of breathwork to clear suppressed emotions and energetic patterns, with hypnotherapy for visualization and subconscious reprogramming.

2. **Course Fees.** The fee for the Course is payable at the time of enrolment. No refunds will be issued once payment is made.

Course Access. When you pay the enrolment fee, you will receive a password that will allow you to access our Course Content at the end of the course. Course participation is personal to you and you may not share your enrolment with any other person. You agree to keep your password confidential and to immediately notify us of any authorized use of your password or any other breach of security. Access to the course is for up to 15 days after enrolment. Access to the masterclass is for up to 12 months

3. **Recording.** You agree that the Company may record the Course and use such recordings for marketing and promotion purposes. The Company will not use your stories or shares without your prior consent.

4. **Intellectual Property.**

You are only permitted to use the Course Content solely for your educational benefit in connection with the Course.

- The Company is the sole worldwide owner of all rights, title and interest in the Course and all Course Content, including without limitation all copyrights, trademarks, service marks, and all other intellectual property rights contained in, arising out of, or related to the Course and Course Content (collectively, the “Company IP Assets”).
- The Company IP Assets are protected by the copyright, trademark, and/or other intellectual property laws of both the United Kingdom and other countries. Nothing in this Agreement grants you, either expressly or implicitly, any right or licenses in the Course or Course Content, including without limitation any of the Company IP Assets contained therein, except for the limited rights of review set forth in this agreement.
- Unauthorized use of any Course Content or Company IP Assets is strictly prohibited and you may not provide copies of, or otherwise share, the Course Content with any other person.
- Without limiting the foregoing, you are specifically prohibited from (i) downloading, duplicating or making copies of Course Content (including without limitation, making copies for other people) or in any way recording Course sessions; (ii) revising, altering, modifying, making derivatives of, or otherwise amending the Course Content in any way; or (iii) removing or obscuring any of the Company’s trademark, copyright or other proprietary notices that are in the Course Content.
- During the Course, participants and the class facilitator may share information about themselves or their experiences with the Course participants. To the extent that any information shared during the Course sessions is not otherwise protected pursuant to the above, you must hold

any information received through the Course, including information shared during Course sessions or on the community platform, in confidence and use such information solely in connection with Course participation.

- You shall promptly advise the Company if you become aware of any possible breach or violation of these provisions.

5. Course Participants. The Company has the sole right and discretion to determine whether to enrol any participant and may reject enrolment of any individual with or without explanation. The Course is deeply experiential and may involve intense and energetic emotional release. As such, the Course may not be appropriate for certain participants. By enrolling in the Course, you represent:

- o You are at least age 18 years of age or older.
- o You are in good health physically, mentally, psychologically and emotionally. If you have any concerns regarding participation in the Course, you should consult your physician or mental health professional.
- o You do not use a pacemaker or have a history of cardiovascular disease, including angina or heart attack, high blood pressure, glaucoma, retinal detachment, osteoporosis, or significant recent physical injuries or surgery.
- o You do not have a personal or family history of aneurysms.
- o You are not pregnant, or if pregnant, you have gotten approval from your physician.
- o You do not have asthma, or if you have asthma, you have gotten approval from your physician.
- o Persons with asthma should have their inhaler accessible during Course sessions.

6. Course Limitations. You agree and acknowledge:

- The Course is deeply experiential and may involve intense and energetic emotional release. There is a risk of physical, mental, psychological or emotional injury, disability, death or property damage, and although personal discipline or compliance with the guidance of a breathwork class facilitator may reduce this risk, the risk of such injury nevertheless does exist. Notwithstanding these risks, you are voluntarily participating in the Course with knowledge of the dangers involved and agree to accept and assume all risks of injury, illness, disability, death and property damage, arising from the Course, whether caused by the ordinary negligence of the Company, the class facilitator or otherwise.
- If at any time you believe conditions to be unsafe, or that you are no longer in proper physical condition to participate in the Course, you must immediately discontinue further participation in the Course.
- The Company cannot guarantee and does not promise any specific results from participation in the Course.
- The Course is for informational and educational purposes only. Class facilitators are NOT physicians, psychologists, therapists or healthcare professionals, and the activities being offered are NOT intended to treat or diagnose, and the Course does NOT include treatment for or diagnosis of, any illnesses, disease or disorders whether physical, mental, psychological or emotional. The information contained in the Course, including any interactions with the class facilitator or any other participants, shall not be understood or construed as professional advice. We make no representations, guarantees or warranties that the information or exercises in the Course are

appropriate for you. You must use their own judgment in applying the information provided in the Course to your own personal circumstances and may wish to get additional professional advice where appropriate.

- The content provided in the course is provided “as is,” “as available,” with “all faults”. To the maximum extent permitted by applicable law, the Company disclaims all representations, warranties and/or covenants, either express or implied, statutory or at common law, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, validity, and/or non-infringement.
- The Company may use a third party course-hosting platform to provide you with access to the Course. The Company provides no representations or warranties that the operation of the course-hosting platform will be uninterrupted or error-free, that the course hosting platform will be free from viruses, malware, worms or other harmful components, or that communications to or from the course hosting platform will be secure and/or not intercepted.
- The Course Content may contain references or links to materials from third-parties. The Company is not responsible for examining or evaluating the content or accuracy and the Company does not warrant and will not have any liability or responsibility for any third- party materials or websites, or for any other materials, products, or services of third- parties.

7. Release. You expressly waive and release, to the greatest extent legally possible on behalf of yourself, your spouse, children, parents, wards, relatives or other persons under your care, next of kin, heirs, assigns, agents, personal representatives and estate, any and all claims, now known or hereafter known, against the Company, and its officers, directors, managers, employees, agents, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury or illness (whether physical, mental, psychological or emotional), disability, death, or property damage arising out of or attributable to your participation in the Course, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. You agree not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

8. Limitations on Liability. In no event will the Company, its employees, contractors, vendors, affiliates or agents be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages arising from your use or misuse of the Course or the Course Content whether such damages arise in contract, tort, negligence, equity, statute or by way of any other legal theory regardless of whether such damages could have been foreseen. Notwithstanding anything to the contrary contained herein, the Company' liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us for the Course we provide prior to the event giving rise to liability.

9. Indemnification. You will defend, indemnify and hold harmless the Company and its owners, employees, consultants, and agents from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees), incurred by any of them, whether or not caused by their negligence, due to or resulting from your participation in the Course or otherwise relating to this agreement (including any breach by you thereof).

10. Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by final and binding arbitration in the city of London by a sole arbitrator agreed upon by both parties. The award rendered by the arbitrator shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction. You agree that the Company shall have the right, without the need to post bond and without the necessity of showing actual damages or that monetary damages would not afford an adequate remedy, to seek and obtain immediate injunctive relief from breach or threatened breach of this agreement, in addition to any other rights and remedies under applicable law.

11. **Termination.** The Company reserves the right in its sole discretion, to terminate your participation in the Course and your access to Course Content, if you become disruptive to the Course or other Course participants, fail to follow any Course guidelines, or in any way breach this agreement.

12. **Miscellaneous.** This agreement is the final, complete and exclusive agreement between you and the Company relating to the subject matter hereof, and supersedes all prior or contemporaneous understandings and agreements relating to such subject matter, whether oral or written. Should any part of this agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. The Company's failure to enforce any provision of this agreement shall not be considered a waiver of such provision nor of the right to enforce such provision. The Company's rights under this agreement shall survive any termination of this agreement.

BY ENROLLING IN THE COURSE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT YOU ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.