

TERMS & CONDITIONS

NOTE: THIS IS AN IMPORTANT LEGAL DOCUMENT THAT MAY AFFECT YOUR LEGAL RIGHTS. PLEASE READ CAREFULLY.

If you would like to discuss anything written here, please contact be@unboundbreath.com

By purchasing products & services through the unbound breath & yoga website you are agreeing to the following terms & conditions. Any participation in this website and its services will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

unbound breath & yoga does not guarantee any specific results, changes, gains, outcomes, financial, legal or medical, through the use of our Website, Products or Services. You acknowledge and agree that use of our Website, Products or Services is purely voluntary.

Age Restrictions

The minimum age to use our site and services is 18 years of age. By using this site and its services users agree that they are 18 years or older. We do not assume any legal liability for false statements about age.

Intellectual Property

The unbound breath & yoga website and services, its original content, features, and functionality are owned by unbound breath & yoga and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Accounts

An account with unbound breath & yoga through the website is required to access memberships and class pass paid services. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and that all personal information you provide to us is accurate and up to date. We reserve the right to suspend or terminate your account if you are using our site illegally or if you violate these terms and conditions.

Services

The following services are available on our site and are governed by these terms and conditions.

- Private yoga therapy and shamanic breathwork sessions
- Online group classes
- Events

- Courses

These services are charged in Australian dollars (AUD\$) and paid for in full at the time of booking via credit or debit card. All information, descriptions or images that we provide about our services are as accurate as possible. However we are not legally bound by such information, descriptions or images. You agree to purchase services from this site at your own risk.

We reserve the right to modify, reject or cancel your purchase whenever it becomes necessary. If we cancel your purchase and have already processed payment, a refund will be given equal to the amount you paid. You agree that it is your responsibility to monitor your payment method to verify receipt of any refund.

All online services require you to have an electronic device and adequate internet connection. Equipment is not supplied by unbound breath & yoga.

Monthly Membership plans

Membership includes: Unlimited online group classes, 10% discount on private sessions, events and courses booked and undertaken during active membership (not applicable during free trial).

Excludes all other products & services.

A booking must be made for the class you wish to attend and can be made, rescheduled and canceled through your account on the website.

Memberships come with a 7 day trial period beginning on the date you select.

Your monthly membership fee will be charged to the credit card you provided upon joining on the first day following the trial period unless canceled prior. Monthly membership plans are then billed monthly on the date membership was initially charged. This occurs automatically until you cancel your membership. We reserve the right to change the billing timing, for example if your payment method has not successfully been charged.

Class passes

Class pass includes: Online group classes for the number purchased

Excludes all other services & products

A booking must be made for the class you wish to attend and can be made, rescheduled and canceled through your account on the website.

All class passes are valid for 3 months from the date of purchase.

Changes, Cancellations & Refunds

Private sessions can be rescheduled or cancelled more than 24 hrs before your booking with full refund or transfer of fees to another of our services. For cancellations within 4 hours of your private booking, 70% of fees will be refunded. No refunds are given if you do not attend the session. Email be@unboundbreath.com to arrange.

Classes booked on a 1 or 5 class pass can be rescheduled or cancelled online up to 1 hour before class start time without forfeiting a class on your pass. Class booking changes or cancellations made within 1 hour of class start time or non attendance will forfeit a class on your

class pass. Classes booked without a class pass cannot be rescheduled. Refunds are not available for class passes or individual classes purchased without a class pass.

Memberships can be cancelled anytime by you through your online account. You will have access to your membership until the end of the monthly billing period you have paid for. If you cancel within 3 days following your first billing date, you will receive a full refund. This constitutes a 10 day cooling off period with the 7 day free trial. Otherwise, memberships fees are non-refundable and there are no credits for partially unused periods.

Membership can be paused by contacting be@unboundbreath.com

PARTICIPANT WAIVER

YOGA THERAPY

Yoga therapy is the application of the principles and practices of yoga to promote health and well-being. Its aim is to eliminate, reduce, and/or manage symptoms that cause suffering; improve function; help to prevent the occurrence or re-occurrence of underlying causes of illness; and move toward improved health and well-being. I understand that the yoga consultation or class I receive is provided for the basic purpose of relaxation and relief of muscular tension. If I experience any pain or discomfort during the session, I will immediately inform the practitioner so that the technique may be adjusted to my level of comfort. I further understand that a yoga consultation should not be construed as a substitute for medical examination, diagnosis or treatment. I understand that yoga practitioners are not qualified to perform spinal or skeletal adjustments, diagnose, prescribe, or treat any physical or mental illness, and that nothing said in the course of the session given should be construed as such. Because yoga consultations should not be performed under certain medical conditions, I affirm that I will advise the yoga practitioner of all my known medical conditions prior to the beginning of class or via my Health Info form for private sessions. I agree to keep the yoga practitioner updated as to any changes in my medical profile during the session and understand that there shall be no liability on the yoga practitioner's part should I fail to do so. I understand that any illicit or sexually suggestive remarks or advances made by me will result in immediate termination of the session. I also understand that the yoga practitioner reserves the right to refuse a session to anyone whom he/she deems to have a condition for which the techniques of yoga are contraindicated.

SHAMANIC BREATHWORK

I realise that SHAMANIC BREATHWORK is a powerful experiential tool for accessing my own inner healer and can greatly intensify my transformational process. Through the process of deep core breathing and chakra-attuned music I will embark on a journey into the soul. Because this process can bring up intense emotions and strong physical experiences, I have been advised that it is not recommended for those with certain types of cardio-vascular problems, epilepsy, recent

surgery, pregnancy, or psychosomatic, mental health, other physical limitations, or emotional problems.

I hereby acknowledge that I have no such problems or conditions as listed above, or any other physical, mental or emotional conditions that would prevent me from participating in SHAMANIC BREATHWORK. I have fully disclosed my physical, emotional, and mental background to unbound breath & yoga prior to my participation in the process. I realize that the staff, assistants, agents and/or volunteers of unbound breath & yoga is here only as a guide to my process, and none of the staff, assistants, agents and/or volunteers is here to replace any form of traditional mental or physical health treatment or spiritual modalities. I have talked with any and all mental and physical health care professionals that I believe would be necessary to assess whether I would be an appropriate person to participate in the SHAMANIC BREATHWORK Process, based upon my physical, emotional, and mental health history and current condition(s). I attest that there is no reason why I should not be able to participate.

To this purpose, I voluntarily participate in the SHAMANIC BREATHWORK Process and I release and hold harmless unbound breath & yoga, including members of the staff individually and any assistants, agents and/or volunteers for any and all acts or omissions which may be grounds for legal action, including but not limited to acts or omissions which may constitute ordinary negligence. This release is intended to apply to all acts or omissions whether they be related to the grounds, premises, staff, assistants, agents and/or volunteers and any related individuals or groups. I accept full responsibility for my own physical, mental, emotional and spiritual wellbeing. I know of no physical or mental health reason why I should not participate in this workshop and I have fully explored this issue with unbound breath & yoga as well as any other medical and/or legal advisors I deem appropriate. I have asked all the questions I may have and have received answers adequate so that I freely and knowingly waive all liability as set forth above without reservation of any kind. I further attest and acknowledge that this release is intended and shall apply to my heirs, beneficiaries and assigns.

ONLINE SESSIONS

I voluntarily participate in unbound breath & yoga session in an online format that may have limitations to the degree of support that can be given by the facilitator to me. I acknowledge that it is recommended to keep my camera on throughout the online class to enable the facilitator to provide adequate and safe instruction and I take full responsibility for my health and participation if I choose to turn my camera off.

IN-PERSON SESSIONS ONLY

In person Yoga Therapy and Shamanic Breathwork sessions may include the use of appropriate touch to support your breathwork journey or improve range of motion, alignment, and body awareness during yoga therapy.

If I give consent to touch I will indicate my preference on my health info form and I agree to communicate with my practitioner about any particular techniques involving touch that I would prefer to drop or discontinue. I understand that I can inform the practitioner of my change in preference in this or future sessions, and that this change in preference will be documented.

If I prefer a touch-free session I will indicate my preference on my health form. If the practitioner absolutely feels they must engage touch for safety, I understand they will ask permission to assist first. I understand that I can inform the practitioner of any change in preference in this or future sessions, and that this change in preference will be documented.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the Competition and Consumer Act 2010 , or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these terms and conditions will not limit your legal rights and remedies under that legislation. These terms and conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these terms and conditions and that legislation, the mandatory provision of that legislation will apply.

Indemnity & Limitation of Liability

Except where prohibited by law, by using this site you indemnify and hold harmless unbound breath & yoga and our directors, officers, agents, employees, subsidiaries and affiliates who will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of our website and services.

This site and its components are offered for informational purposes only; this site shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site, and shall not be responsible or liable for any error or omissions in that information.

Consent to Electronic Communications

By using this service you consent to electronic communications from us. These communications may include notices about your account and information about the services. You agree that any notices, disclosures, agreements or other communications that we send to you electronically will satisfy any legal requirements including that such communication be in writing.

Changes

Changes to these terms and conditions may be amended when required. We will notify users of these changes or post a notice on our website.