

Thank you for your interest to attend the upcoming **NeuroAffective Touch®** Training and its sessions, meetings, demonstrations, and/or consultations, and incidental activities and instruction thereto (collectively, “**Training**”) provided by **The NeuroAffective Touch Institute, Inc.** (“**Company**”) and organised by Somatic Experiencing Australia Pty Ltd (“**Organiser**”).

In consideration for attending the Training as a participant (“**Participant**”) and receiving educational credits (as applicable), please thoroughly review these Terms & Conditions (“**Agreement**”) as it is a legal agreement between you and Company, the owner of **neuroaffectivetouch.com** (“**Website**”) and Organiser, the owner of **seaustralia.com.au** (“**Website**”).

By registering for the Training through either the Company or Organiser Website, you voluntarily agree to be bound by all of the terms and conditions set forth in this Agreement. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT REGISTER TO BE A PARTICIPANT THROUGH EITHER WEBSITE.**

*By clicking the “I AGREE” button on the enrolment form or by clicking on the “YES” button when confirming your attendance for a specific Training module, you understand it is the electronic equivalent of a written signature on this document, and that you have read, understand and agree to be bound by the agreement as follows:*

## **SECTION 1: Enrolment, Tuition Fees & Cancellation Terms**

1. You understand and accept that upon registering for a Training, confirmation of a place on the Training is not made until either a non-refundable deposit (if requested) or full payment has been received by the Organiser.
2. On receiving confirmation of a place offered on any Training, commits to the Training as stated on the registration form and the fees as published, you thereby undertakes responsibility for the payment in full of the fees applicable to the Training and for making payments by the specified due date(s). You acknowledge that if Early Bird specials are not paid by the published deadline the training fee will revert to the Standard training fee.
3. You accept that all payments for tuition fees and refunds to applicants will be made in \$AUD (dollars Australian). All bank fees incurred, including FX intermediary bank transfer fees, are payable by the participant.
4. You understand and accept that any cancellation must be made in writing by email to the Organiser to the address **info@seaustralia.com.au**. It is your responsibility to ensure that the notice of cancellation has been received by the Organiser. If a confirmation of cancellation reply is not received via return email within 48 hours it is your responsibility to contact the Organiser directly by phone.
5. In the event of a cancellation by a participant after a registration acceptance acknowledgement has been sent and either a deposit or full fees are paid the following cancellation policy applies:
  - Cancellations received by the training’s Early Bird Registration deadline will receive a full refund less an administration fee of \$150.00.
  - Cancellations received after the training’s Early Bird Registration deadline and at least 28 days before the scheduled date of the event will receive a full refund less the specified deposit for the training, or where no deposit is specified, a refund of 50% of the workshop fee, unless a substitute participant is provided prior to the start of the event or a wait-listed applicant can take the place.
  - Absolutely no refunds will be given for cancellations made within 28 days of the scheduled date of the event unless a substitute or wait-listed participant is provided prior to the start of the event .
  - A substituted participant or a wait-list applicant may attend. For a participant substitute, a transfer of registration will incur an administration fee of \$150.00. For a wait-list applicant, a transfer of registration will incur an administration fee of \$250.00.

**These cancellation terms are non negotiable and shall still apply in the event of any unforeseen personal circumstance, including ill health.**

## SECTION 2: The Organiser

6. The Organiser reserves the right to cancel the Training prior to the start date due to low enrolment, an instructor's inability to attend the training where no substitute instructor is available or any other unforeseen legitimate circumstances. Should such Training be cancelled, enrolled participants will be notified as soon as possible. A full refund of the Training fee will be issued or the funds may be transferred to another Training. No liability shall be held by the Organiser to any other party or for any expenses incurred by the participant due to cancellation or postponement, including but not limited to airline cancellation fees, hotel cancellation fees and bank transfer fees.

7. The Organiser reserves the right to alter dates or venues, if required, due to any unforeseen or exceptional legitimate circumstance. In such cases, the participants shall have the option to either accept the new date or to cancel their participation in the training and have the training fee reimbursed in full. No liability shall be held by the Organiser to any other party or for any other costs incurred by the participant due to cancellation or postponement, including but not limited to airline cancellation fees, hotel cancellation fees and bank transfer fees.

## SECTION 3: Confidentiality, Privacy and Commercial Boundaries

8. **Privacy Policy and Website Terms and Conditions of Use.** Please review Company's Privacy Policy and Website Terms and Conditions of Use, which can be found at the following addresses respectively: [neuroaffectivetouch.com/support/privacy/](http://neuroaffectivetouch.com/support/privacy/) and [www.neuroaffectivetouch.com/support/privacy/](http://www.neuroaffectivetouch.com/support/privacy/), both of which are incorporated herein by this reference. The Privacy Policy governs Company's processing of all personal information that may be collected from any person through the use of the Website. The Website Terms and Conditions of Use governs your use of the Website in general. Should there be any conflict between the Website Terms and Conditions of Use and this Agreement, this Agreement controls. Should there be any conflict between the Privacy Policy and this Agreement, the Privacy Policy controls.

9. You agree that all personal information of any participant relayed within the Training is strictly and completely confidential. This confidential information shall not be disclosed to any other person or entity under any circumstances nor shall a participant duplicate, reproduce, distribute, publish, or discuss any of the confidential information contained in or related to the Training.

10. You agree that under the Australian National Privacy Principles from the Privacy Act of 1988, as relates to Principle 1- Collection (of information) and Principle 2 - Use and Disclosure, that any participant's personal data has been collected by the Organiser from the individuals themselves for the use of the Organiser and for the primary purpose of communicating information relating to the Training or other events between the Organiser and the registered participant.

You agree that due to the nature of the Training, their telephone number and/or email address may be shared with the Training Team for the sole purpose of providing support if required. Training team members are not permitted to contact the participant for the marketing of goods or services, neither before, during or after completion of the Training.

11. You agree that they will not disclose another participant's personal data to any other individual or entity. You agree that the personal data will not be used by yourself or on behalf of any other individual or entity for any purpose, including but not limited to, any form of promotion for the publicity of trainings, seminars or workshops, newsletters or any other goods and services.

12. You agree, whilst in in-person or online attendance at the Training or at any other event presented by the Organiser, that you will not advertise or promote trainings, seminars, workshops, newsletters or any other goods and services for yourself or on behalf of any other individual or entity, be it by verbal means or by the use of any other form of promotional material, including but not limited to flyers, leaflets, CDs and DVDs.

#### **SECTION 4: Audio/Video Recordings**

13. You understand that the class lectures, question and answer sections and the class demonstrations between the Instructor and participants will be filmed and retained on video. You give permission for the filmed material to be viewed for teaching purposes only, on the understanding that the distribution of the material is limited to participants on the Training cohort where the participant is registered; unless written permission is requested by the Company or Organiser and expressly given by the participant for their personal material to be viewed by others.

14. You agree that you shall not make any audio, video, audiovisual, or other recordings of any portion of the Training nor of any portion of the filmed or audio material that is viewed outside of the training be it supplied on DVD, video, digitally online, or in any other format. Nor shall they duplicate, reproduce, distribute, publish or discuss any of the confidential information contained in the material or related to the Training.

15. Due to privacy and confidential reasons, you agree that if a participant is seen or reported as having made any form of recording they will be asked to immediately leave the Training.

16. You agree that neither the Company, nor the Organiser shall be liable or responsible for any unauthorised recording of any Training. Nor shall the Company or Organiser have any liability or responsibility for the use or exploitation of any unauthorised recordings.

#### **SECTION 5: Intellectual Property**

17. The term "Intellectual Property" shall mean (a) any and all trademarks, service marks, trade dress, trade names, slogans, or logos, including, without limitation, **NeuroAffective Touch**® and **NATouch**™; (b) any and all ideas, inventions, designs, developments, devices, methods, and processes (whether or not patented or patentable, reduced to practice or included in the Confidential Information as defined below) and all patents and patent applications related thereto; (c) all copyrights, copyrightable works, and mask works, including, without limitation, materials, lesson plans, worksheets, exercises, guidelines, syllabuses (whether or not included in the Confidential Information as defined below), and all applications for registration related thereto; and (d) any and all other proprietary rights contributed to, or conceived or created by Company or anyone acting on behalf of Company (whether alone or jointly with others) in connection with or related to the Training.

18. You acknowledge and agree that any and all Intellectual Property provided to you by Company and the rights, title, and interest thereto as well as the goodwill associated therewith, are exclusively owned or licensed by Company, and you shall have no right, title, or any interest whatsoever in and to the Intellectual Property. By accepting this Agreement, you agree that all Intellectual Property presented to you on the Company or Organiser Website or through the Training is protected by any and all intellectual property rights and/or other proprietary rights under applicable international, federal, and state laws, regulations, and rules. No license to sell, reproduce, publish, or distribute Company's Intellectual Property is granted or implied by this Agreement.

19. You agree that such Intellectual Property is solely for use during the Training and in your private practice and is, therefore, granted a limited, single-user license. You are not authorised to use any of Company's Intellectual Property for any type of commercial purpose. Any dissemination, distribution, reproduction, publication, display, or creation of a derivative work of such Intellectual Property to a third-party outside of the scope of this Agreement is strictly prohibited and will be considered an infringement of the rights and privileges of Company in and to its Intellectual Property.

## SECTION 6: License & Scope of Practice

20. You acknowledge and agree that a separate, written licensing agreement is required by Company if you want to present the Training or any associated Intellectual Property thereto in a public format. Please contact Company at victor@neuroaffectivetouch.com for more information for licensing.

21. The Training may make reference to the principles and theory of Somatic Experiencing (SE)™. You agree that participants are not permitted to present Somatic Experiencing™ in a public format, unless they are a presenter approved by the Foundation of Human Enrichment (FHE), as per the guidelines posted on the FHE website, and have on file written approval from a faculty member approved by the FHE.

22. You acknowledge that the workshop or training or seminar teaches concepts for the resolution of trauma. The training event is not a stand-alone psychotherapeutic or bodywork therapy nor does attending the workshop or training or seminar provide a participant with a licence to practice psychotherapy or bodywork or allow the participant to advertise themselves in such a way. The participant is responsible for ensuring they have the necessary certification to use the modality being taught within their professional practice.

23. You agree that you may only commence using the title **NeuroAffective Touch®** Practitioner and any abbreviation in reference to yourself and your skills and qualifications after you have met all certificate requirements as described on the **NeuroAffective Touch®** Website and have received a **NeuroAffective Touch®** Practitioner Certificate that is endorsed by the official seal of the Company.

## SECTION 7: Personal Responsibility & Liabilities

24. **Representations and Warranties.** You hereby represent and warrant the following: (a) you understand and agree that you will be solely and exclusively liable for all of your acts and omissions at the Training, and/or through your private practice; (b) you will accept full responsibility for using any technique or methodology taught during the Training in your own practice and, thereby, will be solely and exclusively liable for all acts and omissions associated therewith; (c) you possess the training, skills, and expertise necessary to participate in the Training and all released activities in a competent and professional manner; (d) you understand and agree that the primary purpose for participating and receiving the Training is educational—to observe and experientially learn how the Training’s principles are applied in practice so as to support your professional training and development; (e) you will abide by Company’s policies, procedures, and guidelines as posted at [neuroaffectivetouch.com/support/privacy/](http://neuroaffectivetouch.com/support/privacy/), which may be amended from time to time without notice to you; as such, you agree that it is your responsibility to check the Website for any and all updates and agree that, nonetheless, you will be bound by all such policies, procedures, and guidelines; (f) no information disclosed to Company or Organiser either through the Website or on the registration contains any untrue statement of material fact or omits to state a material fact, and such statements are not misleading; and (g) you will provide truthful, accurate, and complete information when registering through either the Company or Organiser Website.

25. **Discontinuation of Training:** In the event that the Company or the Organiser requests that a participant discontinues their involvement with the Training, the participant will immediately leave the Training and the premises upon which the Training is being held. The participant shall receive a full refund for any portion of the training not completed. The participant hereby releases any and all claims against the Company or the Organiser related to any discontinuation of my participation or involvement in the Training.

26. **Health:** You agree to assume personal responsibility for your physical and psychological wellbeing during the Training. You agree to notify the Organiser of any health issues, including pregnancy, which may be affected by your attendance at the training. You understand that participation in or involvement with the training may present a health risk to yourself and/or, if pregnant or may be pregnant, to the unborn child. Illness, stress and other periods of significant personal difficulty can present a health risk.

27. You acknowledge that it is possible that due to health issues, and after joint discussion with the Organiser and the Company, you may be asked to postpone attendance at the Training. If you may suffer from any health risk or be pregnant and elect to continue with the Training you do so at your own risk. You accept full liability for your participation and involvement with the training. If you withdraw from the Training due to any health risk or pregnancy, the Organiser refund policy applies.

28. **Demonstration Subject:** You agree that if you participate in the Training as the subject of a demonstration, you are doing so voluntarily and at your own risk. The participant understands that the demonstration session may include questions about their personal trauma history and emotional, psychological, and physical symptoms they may be experiencing. You further understand that you are under no obligation to participate in the demonstration and that you may refuse to answer any question and may pause or discontinue your participation in the demonstration at any time at your own discretion. Neither the Company nor the Organiser has any liability or responsibility for a participant's involvement in any demonstration and the participant accepts that any result or no result may occur due to their participation or involvement.

## SECTION 8: Company & Organiser Liabilities

29. **Binding Effect:** The Organiser or its agent, the Company and the Training Team (assistants and others) accept no responsibility or liability towards the participant for any adverse affects that may occur during the training program, including but not limited to those of a psychological, physical or financial nature. It is your express intent that this Agreement binds you and your family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on your behalf to the extent that any such individual is actually acting on your behalf.

30. **Limitation of Liability:** To the extent allowed by law, you agree that the indemnified parties (as defined below) will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special exemplary, or other damages, including loss of revenue or income, pain and suffering, emotional distress or similar damages, even if the Company or Organiser has been advised of the possibility of such damages, such damages were reasonably foreseeable or the Company or Organiser was grossly negligent. Your sole remedy for any breach or default of this agreement by Company, Organiser or either's website shall be to withdraw your registration to be a participant.

31. You agree to defend, indemnify, and hold harmless Company, the Organiser and their subsidiaries, affiliates, licensors, licensees, service providers, employees, contractors, agents, officers, directors, and contractors, and its Website (collectively, "**Indemnified Parties**") for any losses, costs, liabilities, and expenses (including, without limitation, court costs, attorneys' fees, awards, and settlements) relating to or arising out of your use of the Website and/or your registration for the Training, including any breach by you of this Agreement. This provision shall survive the termination and/or expiration of this Agreement.

32. **Disclaimer:** The participant understands and acknowledges that the Company's approach is educational and informational in nature only and should not be construed as a substitute medical, therapeutic, or any other professional advice as the Training offers experiential learning modules on how the modality's principles are applied in practice so as to support students, therapists, and body-workers in their professional training and development. By accepting this Agreement and registering for the Training, you agree to take full and total personal responsibility for your own actions and decisions

33. **No Guarantee.** The Company or Organiser makes no representations, warranties, or guarantees, verbally or in writing, promising or guaranteeing any outcome of or result from the Training. You agree that Company or Organiser cannot promise or guarantee any specific results of any kind or nature, and that no representations thereto have been made by the Company nor Organiser to you. Company's or Organiser's comments about the Training are expressions of opinion only. You acknowledge and understand that the outcome and results from the Training will vary from participant to participant. By accepting below, you acknowledge and agree that there is no guarantee that you will reach your goals as a result of participation in the Training. Further, Company or Organiser is neither a regulatory nor licensing organisation and therefore cannot certify, license, or otherwise bestow the legal authorisation to practice as a mental health or bodywork professional.

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## SECTION 9: Entire Agreement

34. You acknowledge that if any clause within this agreement is in whole or in part invalid or unenforceable, or loses its validity or enforceability, the validity of the remaining clauses shall not be affected. Instead of requiring that an invalid or unenforceable clause be replaced with a valid clause, the general purpose and meaning of the clause will be adhered to by the contracting parties to the full extent that it is legally possible to do so.

35. **Waiver:** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

36. **Assignment:** Company or Organiser may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion and without your consent. You may not assign any of your rights or delegate any of your duties hereunder at any time without Company's prior written consent in each instance, and any attempt to do so shall be null and void.

37. **Force Majeure.** The Organiser and Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including, without limitation, war, weather, strikes, floods, lockouts, fires, acts of God, terrorism, and/or delivery, vendor, supplier, or other third party delays, non-performance, or failures of any kind.

38. **Student Acknowledgment.** You acknowledge and agree that you have read and fully understand this Agreement, and understand that you have given up substantial rights by signing it. You certify that you have reached the age of majority, have signed under your own free will, and are not suffering under any legal duress (including without limitation undue influence or coercion to sign), or is not under the influence of alcohol or drugs. You acknowledge that you have had reasonable time to consider the terms hereof.

You certify that you are at least 18 years of age and that your answers on the registration on the Website will be accurate and truthful. If you are under the age of 18, please do not register to be Student with the

39. **Entire Agreement:** This Agreement, along with the Company's or Organiser's Privacy Policy and Website Terms and Conditions of Use, and any Release forms you execute, all of which is incorporated herein by this reference, is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies, guidelines, or rules that may apply for the Training. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorised representatives of the parties.

***By ticking the 'I Agree' button on the Registration Form, you acknowledges that you have read and understood the above terms and conditions and agree to the terms stated.***

***By clicking the "I AGREE" button on the enrolment form, you understand it is the electronic equivalent of a written signature on this document, and that you have read, understand and agree to be bound by the agreement as follows:***