

PROGRAM PARTICIPANT AGREEMENT

Consisting of:

Terms and Conditions

Privacy Policy

Health Privacy Policy

TERMS AND CONDITIONS

This agreement is entered into by and between Manage Your Mind - CIC - United Kingdom on behalf of itself and its affiliates and licensors (“Organization”), and you as user of this website and potential participant in one or more programs of learning administered by the Organization (the “program” or “programs”).

I understand that any benefits derived from this program depend upon the extent of my participation. I accept full responsibility for the outcome of taking the program and I willingly agree to follow all instructions and participate fully.

I will not disclose the content of the program to anyone. I will not attempt to instruct others in the techniques used in the program unless and until I have received the relevant Organization teacher training and have been certified by the Organization to teach this program.

I acknowledge that I am not authorized to release the contents of any programs or any parts thereof provided to me by the Organization to any third party without the written authorization of the Organization. I confirm that the Organization’s techniques and exercises I learn constitute private and confidential information and I will neither (1) share this information with or teach this information to others except with the prior written permission of the Organization, nor (2) practice the techniques and exercises outside of the Organization program environment except as otherwise instructed by my Organization teacher. I further acknowledge that the contents of Organization programs constitute the intellectual property of the Organization, and that I may be liable under applicable law for any unlawful use, disclosure, copying, modification or creation of derivative works of such contents except as explicitly authorized by the Organization.

Notwithstanding anything stated to the contrary in the foregoing, nothing contained herein shall apply to any confidential information, program content or technique of Organization which is or subsequently becomes readily available to the public other than by breach by the receiving party of the undertakings in this User Agreement; or is approved for release by written authorization of the Organization.

This agreement is governed by the laws of United Kingdom and shall be subject to the exclusive jurisdiction of the Courts in United Kingdom. Any failure to enforce any provision of this agreement shall not constitute a waiver thereof or of any other provision hereof.

Refund and Transfer Policy

After the course begins, the course fee is non-refundable. If a participant attends no sessions of the course, the course registration and full course fee can be transferred to another course of the same course type within 60 days after the end of the course originally registered for. If a participant is unable to finish the course s/he can take another course of the same course type for no additional fee.

Waiver of Liability, Assumption of Risk, Indemnity Agreement, and Release

As a condition for, and in consideration of the right to participate in any way in any program provided by the **Organization** (as defined above), I, for myself, my personal representatives, assigns, heirs, and next of kin acknowledge and agree as follows:

1. The nature of Organization programs requires me to be qualified, in good health, and in proper physical condition to participate in such programs. If, at any time, I believe or am advised that the conditions of an Organization program may be unsafe for me, I will immediately discontinue further participation.
2. Organization programs involve risk of personal injury which may be caused by my own actions or inactions, the actions or inactions of others participating in the programs, the conditions in which the programs take place, or the acts or omissions of others, and that there may be other risks or social and economic losses either not known to me or not readily foreseeable at this time (“Risks”);
3. I fully accept and assume all Risks and all responsibility for losses, costs, and damages I may incur as a result of my participation in Organization programs.

I hereby release, discharge, and covenant not to sue or hold responsible in any manner whatsoever, the Organization, its affiliates, administrators, directors, agents, officers, members, volunteers, and employees, other participants, officials, owners and lessees of premises on which the programs are conducted (the “Released Parties”), from all liability, claims, demands, losses, or damages on my account caused, or alleged to be caused, in whole or in part by the acts, omissions or negligence of any of the Released Parties and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify,

save, and hold harmless each of them from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

By selecting the box marked “yes” and agreeing to this Waiver, I acknowledge that I am at least 16 years of age, have carefully read and fully understand this waiver of liability, assumption of risk, indemnity agreement and release, understand that I have given up substantial rights by agreeing to this waiver,, have agreed to it freely and without any inducement or assurance of any nature, and intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

PRIVACY POLICY

The Organization respects the privacy rights of visitors to our website and is committed to protecting those rights. To support this commitment, we have adopted this Privacy Policy that governs how we collect, use, disclose, update and protect the information you provide online to the Organization., Please read this Privacy Policy carefully before you use the Organization website. This Privacy Policy does not apply to information collected by the Organization other than through its website.

Visitors to the Organization website from outside of United Kingdom are advised that the Organization’s Privacy Policy is intended to meet the laws and requirements of United Kingdom, which may not necessarily be the same as the laws and regulations of your home country. Any information that you provide to the Organization online will be handled in accordance with the laws and regulations of United Kingdom.

Contents

This Privacy Policy will inform you as to:

- Which websites are covered by the Privacy Policy
- What types of information (if any) may be collected from you and by what means
- How such information may be used and shared
- The consequences (if any) if you choose not to provide personal information
- The measures that the Organization takes to maintain data security, quality and integrity
- How you can confirm and, if necessary, change the personal information that the Organization maintains
- Where and how to ask questions or file complaints

Websites covered by the Privacy Policy

Please note that this Privacy Policy applies only to this website and other websites maintained by the Organization. This Privacy Policy does not apply to websites maintained by other companies or organizations to which we may link.

When you click on a link displayed on our website, you may be leaving the Organization's website and entering another website for which this Privacy Policy does not apply. You may not be specifically informed of this fact, although in most instances a new browser window will be opened when a hyperlink is redirecting you to a website which we do not operate or control. This may not always be the case, however. Therefore, before providing any personal information which may be requested from you, you should first verify the Uniform Resource Locator (URL) or the hypertext transfer protocol (http) address displayed by your web browser to confirm whether or not you are still accessing a website operated by the Organization. If not, this Privacy Policy will not apply to your visit.

You should carefully review the privacy statements or policies of any other website that you visit or wish to send email to because those privacy statements or policies will apply to your visit and email sent to that site and may be very different from the Organization's Privacy Policy.

Our website is not intended for children under 16 years of age. No one under age 16 may provide any personal information on our websites, and we do not knowingly collect personal information from children under age 16. If you are under age 16, do not use or provide any information on this website, make any purchases through this website, use any interactive or public comment features of this website, or provide any information about yourself to us. If we learn that we have collected or received personal information from a child under age 16 without verification of parental consent, we will delete that information. If you believe that we might have any information from or about a child under age 16, please contact us at kent@iahv.org.uk

Collection of Personal Information and Its Use and Purpose

Data Storage and Transfer

Your personal data will be securely stored by and accessible to us, including our affiliated organizations and our technology outsourcing partners, on servers which may be located in countries with different data protection regulations than apply in your home country, for the purpose of providing information technology services on our behalf for the administration of the programs and offerings described on our website. The data on the servers may also be accessed by us or our technology development outsourcing partners from outside your home country for system development

and support purposes.

Electronic Marketing

By accepting our privacy policy, you agree that your personal data may also be made available to our carefully selected partner organizations located within and outside your country of residence for the purpose of offering you information regarding products and services related to our programs and offerings, and that we may also directly inform you of such products and services when they become available in your country or anywhere else in the world.

If you decide you do not wish to be informed of related products or services in the future, you will be given the opportunity to be removed from our database in our communications, and may request to unsubscribe at any time by contacting us at kent@iahv.org.uk

Demographic and Aggregate Information

In order to provide you with the best possible experience on our website, the Organization may also collect demographic and aggregate information from online visitors who access its websites. “Demographic information” is anonymous information such as age, gender and geographic location. “Aggregate information” is data about a group or category of services or users from which individual identities have been removed. Demographic and aggregate information is not considered personal information, as it does not permit the identification of an individual.

User Comments and Email

Our websites will sometimes invite users to provide us with their comments on our services or on certain programs. Users who wish to provide us with their comments will sometimes have the option of also providing us with their name and email address. We do not require users to provide us with such information, however. Comments provided to the Organization by users may be posted on our websites. Alongside such comments, we may also post the user's first name and last initial as well as the city and province that this user has indicated he or she is from. However, we will take measures to prevent such postings from containing any personal information.

If an online form or an email submitted by a user contains personal information, we will only use such personal information to the extent necessary to respond to any comment or question from such user. We will limit access to such personal information and will keep such personal information in a secure system. Although most

online forms and email messages submitted by users are deleted after we respond, in certain cases hard copies or data extracts may be kept on file. Any such copy or any such information, to the extent it is personal, will also be stored in a secure location.

Disclosure of Your Personal Information

We may disclose demographic and aggregate information about our users and information that does not identify any individual.

We may disclose personal information that we collect or you provide as described in this Privacy Policy:

- To our subsidiaries and/or affiliates.
- To contractors, service providers and other third parties we use to support our business and who are also bound by contractual obligations to keep personal information confidential and use it only in accordance with applicable data protection laws for the purposes for which it is authorized under this Privacy Policy.
- We contractually require these third parties to keep personal information confidential and use it only for the purposes for which it is authorized under this Privacy Policy.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.

We may also disclose your personal information:

- To comply with any court order, law or legal process, including to respond to any government or regulatory request.
- To enforce or apply our Terms of Use and other agreements, including for billing and collection purposes.
- If we believe disclosure is necessary or appropriate to protect the rights, property or safety of the Organization, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Accessing and Correcting Your Personal Information

You may send us an email at kent@iahv.org.uk to request access to, correct or delete any personal information that you have provided to us. We cannot delete your personal information except by also deleting your user account. We may not accommodate a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

Safeguards to Protect Your Personal Information

The Organization maintains reasonable safeguards in an effort to ensure the security, integrity and privacy of the personal information we collect. We also have implemented reasonable security measures in an effort to protect

against the loss, misuse and alteration of the information under our control. Personal information collected by the Organization is stored in secure operating environments that are not available to the public (e.g., locked rooms), and access to that information is limited to employees who need the information to provide you with our products or services.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal information, we cannot guarantee the security of your personal information transmitted to our website. Any transmission of personal information is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the website.

Cookies, Web Beacons and Log Files

Some of our sites use cookies. Cookies are small text files placed on your hard drive when you visit a website. These files identify your computer and record your preferences and other data about your visit so that when you return to the site, the site knows who you are and can personalize your visit. The cookies used on our websites are not linked to any personal information about you.

We use cookies to collect information so that we can determine how to improve our websites by seeing which areas, features and products are most popular, to personalize the website and make recommendations based on products you have examined while visiting our website and to improve the website experience. As noted, the information collected by the cookies we use is not personal information, as it is not identifiable to you specifically. As technology advances and cookies provide more functionality, we expect to utilize them in different ways. If so, we will update this Privacy Policy to identify such new uses of cookies.

Most browsers are automatically set to accept cookies. You can disable cookies or set your browser to alert you when cookies are being sent. However, some areas of our website may not function properly if you do so. There are many sources for additional information about Internet cookies, and we encourage anyone concerned about the use of cookies to do more research on the topic so you can make an informed decision about accepting them from any site.

The Organization also uses "web beacons" (also known as "web bugs," "action tags," "pixel trackers," or "clear GIFs"), which are small, graphic images on a web page, web-based document or in an email message that are designed to allow us or a third party to collect certain information and monitor user activity on our sites. Web beacons are invisible to the user because they are typically very small (only 1-by-1 pixels) and have the same color as the background of the web page, document or email message. We may use web beacons to collect non-personal information such as the IP address of the computer that the web beacon is sent to, the URL of the page the web

beacon comes from, and the time it was activated (such as when you view the web page, advertisement or email that contains the web beacon). Web beacons can be linked to personal information, but we do not use web beacons that link to personal information. We may permit third parties to place web beacons on our sites, but these web beacons are not linked to personal information either.

The Organization maintains log files, which contain Internet Protocol ("IP") addresses. An IP address is a numeric address that is assigned to your computer by your Internet Service Provider. We do not link IP addresses to personal information. In general, we only use log files to monitor traffic on our websites and to troubleshoot technical problems. In the event of abuse, however, we may block certain IP addresses.

Changes to this Privacy Policy

We reserve the right to make changes to this Privacy Policy. If we make such changes, we will post the changes and change the date at the top of the policy. Please check back from time to time to ensure that you are aware of any changes to this Privacy Policy.

Where and how to ask questions or file complaints

By providing personal information on this website you consent to the collection, use and disclosure of such information by the Organization in such manner as set out in this Privacy Policy, including but not limited to the sharing of such information with third parties in accordance with the terms described above.

If you have any questions, complaints, or comments regarding this Privacy Policy, please send an email to the following address: uk@artofliving.org.

HEALTH PRIVACY POLICY

This notice describes how health-related information that you provide to us will be used. Please review it carefully.

The **Organization** (as defined above) understands that your health-related information is personal and confidential. This is a notice of our privacy policy with regard to any health-related information that you provide to us (the "**Policy**"). This Policy will be followed by all Organization teachers, employees, staff, volunteers, agents and service providers. Please note that while you may deal with the local entity providing programs in your country, the Organization is the data controller in respect of your information and the local entity is acting as a service provider/agent on behalf of the Organization.

Our pledge to you

We will maintain the confidentiality of your health-related information as follows:

- We will take such measures as may be required under the applicable law to maintain the security of your health-related data
- Except as expressly set out in this Policy, we will not disclose your health-related information to any third party except with your prior written authorization, as required by law or in case of a medical emergency, as described below.

How we may use health-related information about you

For medical reasons, it is recommended that individuals with certain health conditions not participate in certain programs. Information collected via the Organization health information questionnaire assists the Organization in determining your suitability for particular programs. This information may also be used in case of a medical emergency, in which case we may disclose medical information about you to medical personnel directly involved with your care. From time to time the Organization may disclose your medical information to agents and service providers acting on its behalf. Such agents and service providers may be located in your own country or overseas. The Organization has appropriate contractual arrangements in place with such agents and service providers to ensure that your medical information remains adequately protected in accordance with applicable laws. The Organization's agents and service providers will only use your medical information for the purposes set out in this Policy.

Your responsibility

The Organization is committed to teaching simple and effective techniques for reducing stress, resolving conflict and improving health. However, we are not medical professionals or specialists. Therefore, the health-related information we collect from you is supplementary to determining how our programs can be most beneficial for you. If you have any health questions and/or pre-existing health conditions, please consult your physician prior to participating in any of our programs. You are entitled to receive a copy of any health-related information that the Organization holds about you and to have any inaccurate information amended or erased.