

TERMS OF USE AGREEMENT

This Terms of Use Agreement (this “Agreement”) is a legal agreement between you (“you” or “your”) and Health Institute Australasia Pty Ltd, its affiliates, Shanti Yoga, Nirvana Wellbeing Retreat and AyurPure, and each of their respective successors and assigns (collectively, the “Institute”) governing your use of (i) any workshop, seminar, class, conference, course, retreat, treatment, massage, or other service (collectively, the “Services”), offered or promoted by the Institute through its websites located at healthinstitute.edu.au, shantiyoga.com.au, nirvanawellbeingretreat.com.au, ayurpure.com.au, or any other domain, social media accounts or other online platform owned or controlled by the Institute (the “Site”); and (ii) any materials, content or other offline components provided by the Institute through the Site (the “Materials”).

By accessing the site or participating in any class or using any of the Institute’s services, you are agreeing that you have read, and agree to comply with and be bound by, the terms of this agreement in their entirety without limitation or qualification and all applicable laws and regulations. If you do not agree to be bound by the terms and conditions of this agreement, please do not access the site, participate in any class, or use any services, offered by the Institute.

1. Minimum Age Requirement

The services are intended for those who are 16 years of age and older. If you are under the age of 16, you may not use the services without providing verifiable consent from a parent or legal guardian. In addition, if applicable law requires that you must be older than 16 to lawfully use the services without parental consent then you must be of such older age to use the services. Creating an account with false information is a violation of our terms, including accounts registered on behalf of others or persons under the age of 16.

2. Authorisation and Release to Use Your Personal Information

If you participate in a workshop, or otherwise use the Institute’s Services, you hereby grant the Institute the irrevocable and perpetual right to (i) record your name, likeness and/or voice relating to your participation in the Services (collectively, the “Released Subject Matter”) which includes, without limitation, photographs, pictures, portraits, moving pictures, recorded voice, recorded video, and stills (the “Images”), and to edit such Released Subject Matter at the institute’s discretion; and (ii) publish, reproduce, copyright, exhibit, display, distribute, and otherwise use the Images, or any portion thereof, in all forms and media including composite or modified representations for any lawful purpose that the Institute deems appropriate, including advertising, trade, exhibition, illustration, promotion, publicity, advertising, electronic publication and any commercial purpose. You acknowledge and agree that you are not owed and will not be owed any financial consideration or royalty for such use. You understand and agree that the Institute is under no obligation to make any use of the Images or the rights granted herein.

You expressly release the Institute and its agents, employees, licensees, volunteers, successors

and assigns (and all persons acting under any of their permission or authority) from and against any and all claims arising in connection with any use of the Released Subject Matter or the exercise of the rights granted herein which you have or may have for libel, slander, invasion of privacy, infringement of moral rights, defamation, copyright or trademark infringement, rights of publicity, any other personal or proprietary right, or any other cause of action arising out of the production, distribution, broadcast, or exhibition of the Released Subject Matter.

3. Prohibition on Recording

Except as otherwise permitted in writing by the Institute, no materials or information, regardless of form (including, without limitation, oral, documentary, photographic, videographic, and electronic), provided by the Institute to you through the Services or otherwise, including at any workshop, seminar, tutorial, class, conference, course or retreat (collectively, “Content”) may be recorded, copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may use the Content for non-commercial, personal use only. You may not use, distribute, modify, transmit, or post the Content, including any text, images, audio, or video, without the Institute’s express prior written consent. All rights in and to the Content are reserved to the Institute.

4. License Grant

Subject to the terms and conditions of this Agreement, the Institute hereby grants you a limited, non-exclusive, non-transferable, license to access the Site and download the Materials solely for your own use. The license granted herein is expressly conditioned on your continued compliance with the terms and conditions of this Agreement.

This Agreement permits you to use the Site for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Site, except as follows:

- You may temporarily store copies of such materials on your computer incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of the Site for your own personal, non-commercial use and not for further reproduction, publication, or distribution; and
- You may download a single copy of the Materials to your computer or mobile device solely for your own personal, non-commercial use.

You must not:

- Modify copies of any Materials from this site;
- Use any illustrations, photographs, video or audio sequences, or any graphics on the Site

- separately from the accompanying text; or
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you wish to make any use of Material or the Site other than that set out in this section, please address your request to the contact information provided below.

5. Restrictions on License Grant

Your use of the Site is limited to the scope of the license granted in this Agreement and this Agreement does not permit you to use the Site other than as provided herein. You acknowledge that the Site constitutes a valuable asset of the Institute. You acknowledge and agree that except as otherwise authorised under this Agreement or otherwise specified in writing between the parties:

1. You shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, grant a security interest in, or otherwise transfer any rights to, or commercially exploit, the Site or the Materials or use the Site to run, or as part of, a service bureau, outsourced, or managed services arrangement;
2. You shall not copy, reproduce, republish, upload, post, transmit or distribute the Site or the Materials in any way;
3. You shall not modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the Site or the Materials;
4. You shall not knowingly or negligently permit other individuals or entities to use or copy the Site, or create Internet “links” to the Site or “frame” or “mirror” the Site on any other server or wireless or Internet-based device;
5. You shall not access the Site for any reason, including without limitation, in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Site, (c) copy any ideas, features, functions or graphics of the Site, (d) monitor its availability, performance or functionality, or (e) for any other benchmarking or competitive purposes;
6. You shall not attempt to use or gain unauthorised access to data, accounts, hosts, systems or networks of the Institute or any of its customers or suppliers, or those of any other party; breach the security of another user or system, or attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you or logging into or making use of a server or account you are not expressly authorised to access;
7. You shall not attempt to probe, scan or test the vulnerability of a system, account or network of the Institute or any of its customers or suppliers;
8. You shall not interfere, or any attempt to interfere, with service to any user, host or network including, without limitation, mail-bombing, flooding, and attempting to deliberately overload the system or distribute programs that “crack,” or make unauthorised changes to, the software which operates the Site;

9. You shall not forge any TCP-IP (Transmission Control Protocol/Internet Protocol) packet header or any part of any header information, falsify, alter or remove address information or other modification of e-mail headers; collect responses from unsolicited bulk messages, falsify references to the Institute or the Site, by name or other identifier, in messages; impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;
10. You shall not restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Site (except for tools for safety and security functions), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
11. You shall not restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Site or any of the Institute's host, server, backbone network, node or service, or otherwise cause a performance degradation to the Institute's facilities used to deliver the Site; and
12. You shall not create or use any program, tags, markers, bots, mousetraps, highjackers or other similar computer routines or sub-routines to automatically access or manipulate the Site.

Because of the difficulty associated with quantifying damages, in addition to any other damages to which the Institute may be entitled, if actual damages cannot be reasonably calculated then you agree to pay the Institute liquidated damages of AUD\$25,000 for each violation of this Section 5 or the maximum liquidated damages permitted under law, whichever is greater; and you agree to pay the Institute's actual damages, to the extent such actual damages can be reasonably calculated.

6. Privacy

Information collected by the Institute is subject to the Privacy Policy available *here*. By using the Site, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

7. User Content

You represent and warrant that any material you post to the Site (collectively, "User Content") does not infringe another party's proprietary rights, including copyright, trademark, patent, right of publicity or other intellectual property right, or any applicable national or local law that may apply regarding the posting of material. You also agree that any User Content will not slander, defame, libel or invade the right of privacy or publicity of any other person. If you submit any User Content to the Site (presentations, instructional videos, questions, comments or any other content) you understand and agree that it may be used by the Institute for any reason throughout the world without requirement or consent, and that the Institute may edit your User Content.

You hereby grant the Institute a worldwide, non-exclusive, royalty free and perpetual, non-revo-

cable license to use your User Content, in whole or in part, in whatever way the Institute deems appropriate throughout the world, in any media platforms available now or developed in the future. If you post User Content in a way that infringes on another party's intellectual property rights, or this Agreement, you acknowledge that the Institute may remove the posting and that you agree to indemnify the Institute based on the indemnification provided below.

8. Intellectual Property Ownership

All right, title and interest in the Site, the Materials and the User Content (other than your own User Content), including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, shall belong solely and exclusively to the Institute or its licensors, and you shall have no rights whatsoever in any of the foregoing other than the limited rights granted herein.

You acknowledge that information on the Site may constitute a valuable trade secret and/or is the confidential information of the Institute or its licensors.

Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in the Site, the Materials or the User Content (other than your own User Content), in whole or in part.

All content on the Site, such as text, graphics, logos, button icons, images, audio clips, information, data, forms, photographs, graphs, videos, typefaces, graphics, music, sounds, and other material, and software (the "Works") are the property of the Institute or its content suppliers and is protected by copyrights, trademarks, trade secrets, or other proprietary rights and these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

All Works are copyrighted as individual works and as a collective work under the Australian copyright laws and international treaty provisions, and the Institute owns a copyright in the selection, coordination, arrangement and enhancement thereof.

You may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Works, in whole or in part. Any use other than as contemplated herein, including the reproduction, modification, distribution, transmission, adaptations, translation, republication, display, or performance, of the Works, except as specifically permitted herein, is strictly prohibited. You understand and acknowledge that unauthorised disclosure, use or copying of the proprietary products and services provided pursuant to this Agreement may cause the Institute and its licensors irreparable injury, which may not be remedied at law, and you agree that the Institute and its licensors' remedies for breach of this Agreement may be in equity by way of injunctive or other equitable relief.

9. Trademarks

The HIA logo, Shanti Yoga logo and the related names, design marks, product names, feature names and related logos (collectively, the “SG Marks”) are trademarks of Shanti Gowans, and are used by the Institute under license.

The names, logos and the related names, design marks, product names, feature names and related logos (collectively, the “SG/HIA/SY Marks”) are trademarks of Shanti Gowans and are used by the Institute under license.

Neither the SY Marks nor the SG/HIA/SY Marks may be used, copied or imitated, in whole or in part, without the express prior written consent SG or SG/HIA/SY, as applicable.

In addition, the look and feel of the Site (including all page headers, custom graphics, button icons, and scripts) constitutes the service mark, trademark and/or trade dress of the Institute and may not be copied imitated or used, in whole or in part, without the express prior written consent of the Institute.

10. License to Third Party Content

The Institute displays certain Content via the YouTube embedded player accessible through the Site. Any Content that is provided by YouTube is subject to their terms of use and license requirements. Please review their terms of use that apply for license and usage terms. Additionally, the Site may use YouTube API services to allow users to view videos from youtube.com. In order to use this app, you need to consent to be bound to YouTube’s terms of service <https://www.youtube.com/t/terms>.

11. Term; Termination; Suspension of Access

The term of this Agreement commences the first time you access the Site and continues through any subsequent use of the Site thereafter. Any unauthorised use of the Site will be deemed a material breach of this Agreement. The Institute, in its sole discretion, may terminate your password, account or use of the Site if you breach or otherwise fail to comply with this Agreement.

12. Medical Disclaimer

The Institute makes its Services available to all seekers, including individuals who may be dealing with personal health issues.

The services provided by the Institute are not a substitute for professional medical advice, diagnosis or treatment.

All information provided by The Institute is for informational purposes only, and you hereby assume all of the risk in participating in any of the Institute's services, including by way of example and not limitation, any risks that may arise from the Institute's negligence.

The Institute strongly advises that you seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice because of information received from the Institute.

If you believe you may have a medical emergency, call your doctor, go to your local emergency room, or call the local emergency phone number supported by governmental authorities (example 000 in Australia, or 911 in the United States) immediately.

On behalf of your executors, administrators, heirs, next of kin, successors, and assigns, you hereby:

(A) waive, release, and discharge from any and all liability for your death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to you, the following entities or persons: the institute, its affiliated entities, its and their direct and indirect owners, and each of its and their directors, officers, employees, volunteers, representatives, and agents; and

(B) indemnify, hold harmless, and promise not to sue the entities or persons mentioned above from any and all liabilities or claims made as a result of participation in any of the services. This release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

13. Disclaimer of Warranties

Except as otherwise expressly provided in this agreement,

(A) the site is provided "as-is" and "with all faults", and, to the maximum extent permitted by applicable law, the Institute, including its affiliates, subsidiaries, licensors, subcontractors, distributors, services partners, agents and marketing partners) and each of their respective employees, directors and officers (collectively, the "Institute Parties") disclaim all representations, warranties and conditions of any kind, express or implied, regarding the site, or otherwise relating to this agreement, including non-infringement and accuracy;

(B) neither the Institute nor any Institute Party warrants that the site is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations;

(C) you assume the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of the Institute's gross negligence or wilful misconduct;

(D) the Institute and the Institute Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, usefulness, or effectiveness of the information obtained, generated or otherwise received by you from accessing and/or using the site or otherwise relating to this agreement, and

(E) use of the site is entirely at your own risk and neither the Institute nor any of the Institute Parties shall have any liability or responsibility therefor.

14. Limitation of Liability

Notwithstanding anything to the contrary in this agreement, in no event whatsoever shall the Institute be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, lost time or good will, even if the Institute has been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise. The Institute shall not be liable for any claims against you by third parties.

In no event shall the maximum cumulative liability of the institute in connection with the site and/or this agreement, regardless of the form of action, exceed AUD \$100. No action, regardless of form, arising from or pertaining to the site may be brought by you more than one (1) year after such action has accrued. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

15. Release

You knowingly, and voluntarily do hereby indemnify, release, acquit, waive, forever discharge, and covenant not to sue the Institute and the Institute Parties from and against any and all liabilities, costs and expenses (including without limitations, any reasonable fees and expenses of its attorneys and consultants) relating to or arising out of any claims, demands or causes of action of every kind and character arising out of or relating to your posting of User Content and your use of the information and Materials offered by the Institute through the Site.

16. Account Access

If use of all or any part of the Site is contingent on you and your users accessing an “account” and/or inserting a “user-identification” and/or “password”, you agree that you will be solely responsible for the user-ids and passwords that are provided to you (as such passwords may be changed from time to time in accordance with features of the Site) to log-in to the password protected Site.

If non-authorised individuals have access to your systems or to your users’ user-id and password, they may be able to use the Site.

You shall keep any correspondence you receive relating to or through the use of the Site (including, but not limited to, your user-id, passwords, and other registration or sign-in information) confidential and in a safe place and not disclose it to any third party.

You will be responsible and liable for all communications and actions that take place through the use of your user-ids, including without limitation, any actions that occur without your authorisation. Accordingly, it is your responsibility to take appropriate actions immediately if any password has been stolen, leaked, compromised or otherwise used without proper consent.

17. Modification to Terms

The Institute may revise and update this Agreement from time to time in its sole discretion. All changes are effective immediately when posted, and apply to all access to and use of the Site thereafter. However, any changes to the dispute resolution provisions set out below will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Site. Your continued use of the Site following the posting of revised Agreement means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

18. Dispute Resolution

Any dispute relating in any way to your use of the Site shall be submitted to confidential arbitration except that, to the extent you have in any manner violated or threatened to violate the Institute's intellectual property rights, the Institute may seek injunctive or other appropriate relief in any court, and you consent to exclusive jurisdiction and venue in such court. Arbitration under this Agreement shall be conducted under the rules then prevailing of the Australian Arbitration Association. The arbitration proceedings shall be conducted in English. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

19. Digital Millennium Copyright Act

The Institute has adopted the following policy towards copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). If you believe any User Content or the Institute's Content infringes upon your intellectual property rights, please submit a notification alleging such infringement ("DMCA Takedown Notice") including the following:

- A physical or electronic signature of a person authorised to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list

of such works;

- Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorised by the copyright owner, its agent, or the law; and
- A statement that, under penalty of perjury, the information in the notification is accurate and you are authorised to act on behalf of the owner of the exclusive right that is allegedly infringed.

Any DMCA Takedown Notices should be sent to: admin@healthinstitute.edu.au

20. General

a. This Agreement shall be governed by Queensland and controlling Australian federal law, without regard to the choice or conflicts of law provisions of any jurisdiction or the United Nations Convention on the International Sale of Goods, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Site, with the exception of claims for injunctive relief, shall be subject to the exclusive jurisdiction of the state and federal courts located in Brisbane, Queensland, Australia.

b. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.

c. It may be necessary for the Institute to perform scheduled or unscheduled repairs, maintenance, or upgrades and such activities may temporarily degrade the quality of the Site or result in a partial or complete outage of the Site. The Institute provides no assurance that you will receive advance notification of such activities or that access to the Site will be uninterrupted or error-free.

d. No joint venture, partnership, employment, or agency relationship exists between you and the Institute as a result of this agreement or use of the Site. The failure of the Institute to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Institute in writing.

e. If you have not entered into another agreement with the Institute regarding the subject matter contained herein, then this Agreement comprises the entire agreement between you and the Institute and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding such subject matter. However, if

you and the Institute have entered into another agreement regarding the subject matter set forth herein that is a written and signed agreement between you and the Institute, then this Agreement should be read and interpreted in conjunction with such agreement and, in the event of a conflict between this Agreement and a written, signed agreement between the parties, the written, signed agreement shall govern and control.

f. Reference to any political activity, commercial or non-commercial product, process, or service by trade name, trademark, manufacturer or otherwise does not constitute or imply an endorsement or recommendation by the Institute.

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to admin@healthinstitute.edu.au

