

The NeuroAffective Touch® Institute
Assistant Terms & Conditions

Thank you for applying to be an assistant (“**Assistant**”) in the upcoming NeuroAffective Touch® Training and its sessions, meetings, demonstrations, and/or consultations, and incidental activities and instruction thereto (collectively, “**Training**”) hosted by The NeuroAffective Touch Institute, Inc. (“**Company**”).

In consideration for attending the Training as an Assistant free of charge, please thoroughly review these Assistant Terms & Conditions (“**Agreement**”) as it is a legal agreement between you and Company, the owner of neuroaffectivetouch.com (“**Website**”). By submitting your application through the Website, you agree to be bound by all of the terms and conditions set forth in this Agreement so long as your application is accepted by Company. **IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT SUBMIT AN APPLICATION TO BE AN ASSISTANT THROUGH THIS WEBSITE.** The Agreement’s terms and conditions are subject to change at any time, effective upon notice to you (email communication accepted) unless otherwise stated herein.

BY CLICKING THE “I AGREE” BUTTON BELOW, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE AGREEMENT AS FOLLOWS:

1. **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: www.neuroaffectivetouch.com/support/privacy/ and www.neuroaffectivetouch.com/support/policy/, 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.

2. **Representations and Warranties.** You hereby represent and warrant the following:
(a) you possess the training, skills, and expertise necessary to assist with the Training in a competent and professional manner; (b) you agree to assist with the Training in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent assistants performing comparable services in the same or similar manner; (c) you either are, at all times, a fully-paid and up-to-date member of a professional association maintaining an industry-standard code of ethics; or will maintain, at all times, a fully paid and up-to-date professional license with an applicable regulatory agency or governing body prior to the commencement of the Training; (d) you have been in conformity with all applicable international, federal, state, and local laws, ordinances, and regulations, and you have not received written notice of alleged noncompliance; (e) to the best of your knowledge, you have not been or threatened to be subject to a grievance, complaint, dispute, claim, or action by any applicable licensing, regulating, associative, or legal body for any violation or misconduct of any kind; (f) you will, at all times, maintain and fully fund a comprehensive professional liability or malpractice insurance that includes massage, bodywork, or somatic work with appropriate coverage amounts in accordance with the regulations of the country/region where you practice or are involved with the Training; (g) you will abide by Company’s policies, procedures, and guidelines as posted at www.neuroaffectivetouch.com/support/policy/, 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 agrees that, nonetheless, will be bound by all such policies, procedures, and guidelines; (h) 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; (i) no information disclosed to Company either through the Website or on the application contains any untrue statement of material fact or omits to state a material fact, and such statements are not misleading; and (j) you will provide truthful, accurate, and complete information on the application submitted through this Website.

3. **Intellectual Property.** 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. 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 this 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. 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 authorized 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.
4. **License Required.** 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.
5. **Name and Likeness.** You agree that Company may record your appearance, name, likeness, image, voice, conversations, biography, photograph, and sounds (collectively, “Likeness”), during and in connection with your participation in the Training; and that Company shall be the exclusive owner of the Likeness and the Intellectual Property thereto and of the results and proceeds of such recording, with the right, throughout the universe, in perpetuity or the longest period of time allowable, to copyright and to use all or any portion thereof, in whatever medium or media, now known or hereinafter discovered, including, without limitation, digital, electronic, print, television, film, and radio (collectively, “Media”) without compensation to you. Further, you grant to

Company the irrevocable, perpetual, and unrestricted right, and any allied and ancillary rights thereto, and the results and proceeds thereof, and permits Company to take, use, re-use, disseminate, distribute, publish, republish, resell, repackage, and reproduce audio, visual, audiovisual, or other recording, still or moving, that captures your Likeness, in whole or in part, as part of Company's social media platforms; websites; marketing, advertising, and promotional materials; training materials; reports; and/or in any other Media, for any purpose, including, without limitation, publicity, illustration, publishing (including publishing in electronic form on internet websites and social media platforms), commercial art, trade and pictorial arts, editorial, advertising, marketing, exploitation, exhibition, production, promotion, and packaging for any product or service, or other lawful uses as may be determined by Company in its sole discretion. For the purposes of clarity, you expressly waive any and all moral rights you may have in connection with your appearance and participation. You also waive any right of inspection or approval of your appearance and participation or uses to which such appearance and participation may be put. You acknowledge that Company will rely on this permission and you hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

6. **Confidentiality.** You agree to keep all information about any participant, assistant, instructor, faculty member, and/or student learned in relation to the Training, and all information about Company's operations, procedures, and process, strictly confidential (collectively, "Confidential Information") unless otherwise provide for in this Agreement, by law, or with Company's prior written consent to share such information as the value of the Confidential Information may be lost if such confidentiality is not maintained. This includes, without limitation, the materials and/or documents, and their Intellectual Property (as defined above) contained therein, given to you in relation to the Training; any oral or written communications sent, received, or stated by Company or any third party participating in the Training; and any copies, reproductions, compilations, or derivative information of Confidential Information. Further, you agree that you will not disclose, create, or allow to be disclosed or created any audio, video, audiovisual, or other recordings of the Training or any portion thereof; and/or that you will not duplicate, reproduce, distribute, publish or discuss any of the Confidential Information. Your obligation to protect Confidential Information attaches upon accepting this Agreement and survives beyond the expiration or termination of this Agreement. Without waiving the foregoing, Confidential Information shall not include any information that you can demonstrate through documentary evidence that (a) is publicly known through no wrongful act or breach of obligation of confidentiality; (b) is lawfully known to you prior to the time it is disclosed to, or learned by, you during the Term of this Agreement; or (c) is received by you from a third party not in breach of any obligation of confidentiality or other restrictions on disclosure attaching thereto.
7. **Disclaimer.** You understand and acknowledge that 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 module on how NeuroAffective Touch® principles are applied in practice so as to support students, therapists, and bodyworkers in their professional training and development. By accepting this Agreement and submitting your application, you agree to take full and total personal responsibility for your own actions and decisions. Further, Company is neither a regulatory nor licensing organization and therefore cannot certify, license, or otherwise bestow the legal authorization to practice as a mental health or bodywork professional. Please contact your federal, state, or local agencies and/or licensing boards that govern mental health or bodywork professionals in your geographical region for more information.

8. **No Guarantee.** Company makes no representations, warranties, or guarantees, verbally or in writing, promising or guaranteeing any outcome of or result from the submission of your application for the Training. You agree that Company cannot promise or guarantee any specific results of any kind or nature, and that no representations thereto has been made by Company to you. Company's comments about the Training and the application for 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.
9. **Temporary Interruptions.** You understand and agree that temporary interruptions of the Website may occur as normal events that are out of Company's control. You also understand and agree that Company has no control over the third-party networks or service(s) that we may use. You agree that the application available on this Website are provided "AS IS" and "AS AVAILABLE" and that Company assumes no responsibility for the timeliness, deletion, misdelivery, or failure to store any user application.
10. **Request to Leave Training.** In the event that Company or its authorized representative or agent, the Training coordinator, instructor, or faculty member requests that you discontinue your participation and involvement with the Training for any reason or no reason, you agree to immediately leave the Training and the premises upon which the Training is being held.
11. **Withdraw from Training.** If, for any reason, you withdraw from the Training, please provide Company with seven (7) days written notice.
12. **Independent Contractor Status.** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this Agreement or upon the acceptance of your application.
13. **Binding Effect.** 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.
14. **Governing Law and Venue.** You covenant and agree that this Agreement shall be construed in accordance with the laws of the State of California without regard to its internal conflicts of law principles. The parties expressly and irrevocably acknowledge and agree that the federal and state courts located in Los Angeles County, California shall be the exclusive venue, and each further agree to submit to the exclusive jurisdiction of the federal and state courts located in Los Angeles County, California, relating to any disputes, claims, and controversies between them arising either directly or indirectly out of or relating to this Agreement, the Training, or their relationship. **THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED IN CONNECTION WITH THIS AGREEMENT.**
15. **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 COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH DAMAGES WERE REASONABLY FORESEEABLE OR COMPANY WAS GROSSLY NEGLIGENT. YOUR SOLE REMEDY FOR ANY BREACH OR DEFAULT OF THIS AGREEMENT BY COMPANY OR ITS WEBSITE SHALL BE TO WITHDRAW YOUR APPLICATION TO BE AN ASSISTANT OR, IF ACCEPTED, TO WITHDRAW AS AN ASSISTANT.

16. **No Warranties.** ALL CONTENT AND TRAININGS ON OR PROVIDED THROUGH THIS WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY THAT (A) THE CONTENT OR THE TRAININGS WILL MEET YOUR REQUIREMENTS; (B) THE CONTENT, THE TRAININGS, OR THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CONTENT OR PARTICIPATION IN THE TRAININGS OFFERED WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; OR (D) THE QUALITY OF ANY CONTENT OR TRAININGS PURCHASED OR OBTAINED BY YOU FROM THE WEBSITE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, OR DEFECTS.
17. **Indemnification.** You agree to defend, indemnify, and hold harmless Company and its 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 the submission of the application, including any breach by you of this Agreement. This provision shall survive the termination and/or expiration of this Agreement.
18. **One Year Statute of Limitations.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE ACCEPTANCE OF YOUR APPLICATION MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.
19. **Severability.** Any portion of this Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining portions hereof and/or this Agreement as a whole to the full extent authorized by law.
20. **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.
21. **Force Majeure.** 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.

22. **Assignment.** Company 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.
23. **Assistant 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.
24. **Certification.** You certify that you are at least 18 years of age and that your answers to the application on the Website will be accurate and truthful. If you are under the age of 18, please do not submit your application to be Assistant with the Training.
25. **Entire Agreement; Modification.** This Agreement, along with the Company'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 if you are accepted as an assistant for the Training. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties.

YOU FURTHER UNDERSTAND AND AGREE THAT CLICKING OR PRESSING ON THE "I AGREE" BUTTON IS THE ELECTRONIC EQUIVALENT OF A WRITTEN SIGNATURE ON THIS DOCUMENT.