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# **Healthy Brain, Healthy Kid: terms and conditions**

## **1. Introduction**

- 1.1. These terms and conditions govern the course “*Healthy Brain, Healthy Kid*” (‘The Course ’), as written and delivered by Dr MaryAnne Shiozawa, and offered by Quirkafleeg Ltd.
- 1.2. By signing up for this course, you accept these terms and conditions in full. Accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, then don’t sign up.
- 1.3. You must be at least 18 years of age to sign up for this course. By doing so, you warrant and represent to us that you are at least 18 years of age.
- 1.4. It is intended that first session of The Course will be on Friday 16<sup>th</sup> November 2020, though it is not impossible that it could be delayed by circumstances beyond our control.

## **2. Refunds**

- 2.1. If a refund is requested on or before 23:59 Wednesday 14<sup>th</sup> November 2020 (London time), then the amount refunded will be the amount paid less £50.
- 2.2. If the deadline in the immediately previous § is missed, but a refund is requested no later than 72 hours after the end of the first session of The Course (§1.4), then the amount refunded will be 90% of the amount paid.
- 2.3. If the deadline in the immediately previous § is missed, no refund will be paid.

## **3. Copyright**

- 3.1. The Course is copyright © 2020 Quirkafleeg Ltd.

## **4. Licence to use The Course**

- 4.1. As a paying subscriber, you may, you may view each session of The Course for twelve months from its delivery.
- 4.2. In that time period you may
  - 4.2.a. view pages from The Course in a web browser;
  - 4.2.b. download Course pages from our website for caching in a web browser;
  - 4.2.c. stream Course audio and video files from our website.
- 4.3. Except as expressly permitted by §4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 4.4. You must not access the website if your doing so would be unlawful for you.
- 4.5. Your jurisdiction might have rules about advice re health or matters it deems medical. You must not access the website if your doing so would be unlawful for us.
- 4.6. You may only use The Course for your personal purposes; you must not use The Course for any business purposes.

- 4.7. Unless you own or control the relevant rights in the material, you must not:
- 4.7.a. republish material from The Course (including republication on another website);
  - 4.7.b. sell, rent to others or sub-license to others material from The Course;
  - 4.7.c. show any material from The Course in public;
  - 4.7.d. exploit material from The Course for a commercial purpose; or
  - 4.7.e. redistribute material from The Course.
- 4.8. However, though the wording and presentation of The Course are protected, that is not enforced for the ideas in it. We encourage that:
- 4.8.a. these techniques be used to help the healing of others;
  - 4.8.b. others be taught how to see in this way, and how to heal in this way;
  - 4.8.c. the world be made a better place.

## **5. Limited warranties**

- 5.1. We do not warrant or represent:
- 5.1.a. the completeness or accuracy of the information published on The Course;
  - 5.1.b. that the material on The Course is ever updated; nor
  - 5.1.c. that The Course will remain available.
- 5.2. To the maximum extent permitted by applicable law and subject to §6.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **6. Limitations and exclusions of liability**

- 6.1. Nothing in these terms and conditions will:
- 6.1.a. limit or exclude any liability for death or personal injury resulting from negligence;
  - 6.1.b. limit or exclude any liability for fraud or fraudulent misrepresentation;
  - 6.1.c. limit any liabilities in any way that is not permitted under applicable law; or
  - 6.1.d. exclude any liabilities that may not be excluded under applicable law.
- 6.2. The limitations and exclusions of liability set out in this §6 and elsewhere in these terms and conditions:
- 6.2.a. are subject to §6.1; and
  - 6.2.b. govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 6.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

- 6.4. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 6.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 6.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 6.7. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

## **7. Variation**

- 7.1. We may revise or vary these terms and conditions from time to time.
- 7.2. The revised terms and conditions shall apply to the use of The Course from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 7.3. Your agreement is not needed for any revised or varied terms and conditions to take effect. Our publication suffices.

## **8. Assignment**

- 8.1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 8.2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **9. Severability**

- 9.1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, then:
  - 9.1.a. the relevant provision shall continue in effect to that extent that it may;
  - 9.1.b. the other provisions will continue in effect.
- 9.2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **10. Third-party rights**

- 10.1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 10.2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.π

## **11. Entire agreement**

11.1. Subject to §6.1, these terms and conditions[, together with [our privacy and cookies policy],] shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **12. Law and jurisdiction**

12.1. These terms and conditions shall be governed by and construed in accordance with English law.

12.2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **13. Us**

13.1. The provider of The Course is Quirkafleeg Ltd, UK company number 08731572.

13.2. For *bona fide* purposes only, you can contact us via [Dr.MaryAnne@ShiozawaWellness.com](mailto:Dr.MaryAnne@ShiozawaWellness.com), or via +44 7710 500 908.