

## TERMS OF SERVICE

This agreement and the terms of service contained therein are a legally binding contract (Agreement) between you and each of your heirs, assigns, and successors (“You”) and **Pacific Center of Somatic Sexology** (“PCSS”), LLC, and each of its principals, owners, shareholders, directors, agents, and employees, and each of their respective heirs, assigns, and successors.

### Acceptance of Agreement

Read this Agreement in its entirety. You should review this Agreement prior to subscribing to, purchasing, or participating in any Program. By using the PCSS websites or purchasing or participating in any Program offered by PCSS, You are agreeing to be bound by this Agreement. The term “Program” is defined to include any class, session, product, training, workshop or service and whether online or in person. It specifically includes the PCSS websites and their contents.

### Indemnification

You agree to indemnify, defend and hold PCSS harmless from any and all liability, loss, damages, claim and expense, including reasonable legal fees, related to:

- your violation of this Agreement
- your use of the PCSS websites or contents; or
- your participation or enrollment in any Program offered by PCSS

### Assumption of Risk

You acknowledge that you are responsible for your choice to take part in the Program and for your own health and well-being before, during and after the Program. PCSS makes no representations or warranties.

You assume all risk of mental, physical and personal injury, serious injury, property loss, or death which may occur in engaging with PCSS or any of its Programs or products.

If you have specific concerns or a situation in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist, such as a licensed psychologist, physician or other health professional.

Never disregard the medical advice of a psychologist, physician or other health professional, or delay in seeking such advice, because of information offered or provided within a Program.

### **Waiver of Legal Rights and Release**

To the maximum extent permitted by law, You unconditionally and forever release, discharge, hold harmless, and indemnify PCSS from any and all actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, losses, and demands of every kind or nature whether existing, contingent, or future, known or unknown, suspected or unsuspected, whether in law or equity under the laws of any jurisdiction ("Claims"), including without limitation any Claims caused by the negligence of PCSS or of any other participant in any class, program, or session hosted or supported by PCSS, that relate to, arise out of, or concern any Programs, whether or not you pay anything for such Programs or products and whether or not your Claims arise from the action or inaction of other users of such Programs, other participants in the Programs, or anyone else. You agree and intend that this waiver, release, and indemnification shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

### **Dispute Resolution Agreement**

You and PCSS agree that any and all disputes of any type that are not resolved through discussion and mutual agreement, be referred to Alternate Dispute Resolution (ADR) by a practitioner accredited by the National Association of Certified Mediators.

In the event that the matter cannot be resolved by mediation then You and PCSS agree to refer the matter to arbitration by a mutually approved arbitrator, such as can be found through the American Arbitration Association.

Prior to referring to ADR You and PCSS agree to attempt to resolve the matter through at least one, good faith in-person or telephone discussion without lawyers present..

### **Governing Law**

This Agreement shall be construed and governed exclusively under the laws of the State of Hawaii, U.S.A.

### **Cancellation of Enrollment**

PCSS reserves the right to cancel Your enrollment in any Program at any time, if at the discretion of the facilitators it is decided that You are unsuitable for the Program or that the Program is unsuitable for You.

### **Cancellation of Programs**

PCSS reserves the right to postpone or cancel any of their Programs. This may happen without notice and for any reason.

While reasonable effort will be made to complete any Program, it is unlikely but not impossible that events such as, but not limited to, death, pandemics, war, natural disaster or, illness may cause a Program to be postponed or cancelled.

## PACIFIC CENTER OF SOMATIC SEXOLOGY

### **PCSS Postponement**

If the Program or part of the Program cannot happen on the scheduled dates, it may be postponed to the next available dates.

You agree to the need to be flexible and attend on the rescheduled dates.

### **REFUND POLICY**

#### **PCSS Cancellation**

If the Program is cancelled by PCSS you will receive a refund proportional to how much of the course you have completed.

For example, for the purposes of calculating refunds, if we cancel a course:

- before you have access to teaching materials, your fees will be refunded in full.
- After receiving access to materials and before completion of Module 1, 80% of your tuition fees will be refunded.
- after having met the course requirements for completing Module 1, 70% of your tuition fees.
- after having met the course requirements for completing Modules 1 & 2, 30% of your fee will be refunded.

Refund or deferment of any fees other than PCSS course fees such as travel and accommodation is not the responsibility of PCSS.

#### **Student Cancellation**

##### *Refunds:*

If You cancel up to one month before the program begins: A full refund less the non-refundable deposit (\$500 for CSB / \$250 for CSSE) will be given.

If You cancel 30 days or less before the program begins: No refund will be made. You can request to defer to the next available training.

#### **Illness**

When there is an in-person component to a Program, You commit to not knowingly attending the in-person component with an infectious illness. If You cannot attend due to an infectious illness, You agree to attend as soon as is medically possible, and to work with the facilitators to catch up on what You have missed.

If You cannot attend, You will need to defer to the next available training. You will provide a medical certificate to PCSS in support of this. The fee for deferring is \$500.

Refund or deferment of any fees other than PCSS course fees such as travel, accommodation or venue fees is not the responsibility of PCSS.

**Maximum liability**

Notwithstanding the Indemnity, Dispute Resolution Agreement and the other terms of this Agreement, maximum liability of PCSS under this Agreement shall be the greater of \$100 or refund of monies paid for the Program to which any Dispute applies.

**Confidentiality**

You agree to hold the names, identities and information of all Program participants in strict confidence. No information you hear about a fellow participant during a Program may be revealed, spoken of or written about in any way that would disclose the identity of said participant to people outside the Program, unless they give explicit permission to do so.

**Copyright**

The content, organization, photos, videos, audio, graphics, design and other matters produced by PCSS or used in any PCSS Programs are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. The copying, recording, reproduction, use, modification or publication by You of any such matters or part thereof is strictly prohibited without the express prior permission of PCSS. When permission is given, you agree to acknowledge PCSS as the source.