

TERMS AND CONDITIONS**1. ACCEPTANCE**

- 1.1 These terms and conditions (**Terms**) are between Moving Archetypes Pty Ltd (ACN 634 116 117), its successors and assignees (referred to as “**we**” and “**us**”) and you, the person, organisation or entity (referred to as “**you**”) purchasing or participating in the services, each a “**Party**” and collectively the “**Parties**”. These Terms apply to all classes, programs and events (**Services**) provided by us to you.
- 1.2 Our Services are available online through our website, available at <https://www.movingarchetypes.com.au/> and via other channels or addresses including Podia (**Platform**) and are also available in face to face.
- 1.3 You have requested the Services set out on our Platform or in the Proposal. You accept these Terms by the earlier of:
- (a) ticking a box on our Platform indicating your acceptance of the Terms;
 - (b) confirming by email that you accept these Terms and Proposal (if applicable);
 - (c) signing and returning the Proposal to us (including electronically);
 - (d) purchasing the Services; or
 - (e) participating in the Services.
- 1.4 **Where applicable, the Terms include our COVID-19 response plan set out in Appendix A of these Terms, our Proposal attached to these Terms and the Reclaiming your Sacred Self Program Details set out in Appendix B. Your acceptance of these Terms assumes acceptance of our COVID-19 response plan and any updates to this plan in response to government public health directions, our Proposal and Reclaiming your Sacred Self Program Details, where applicable.**
- 1.5 **You agree that these Terms form the agreement under which we will supply Services to you. Please read these Terms carefully.** Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and contact us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older.
- 1.6 Normally, we will not commence performing the Services until you have paid our Fees or as otherwise agreed by us.
- 2. SERVICES**
- 2.1 You may purchase the Services from us as set out on the Platform or in the Proposal.
- 2.2 Any order placed through the Platform, by email, by telephone or in person is an offer by you to purchase particular Services for the Fee.
- 2.3 We may, at our absolute discretion, accept or reject an order, including subject to class availability.

- 2.4 Each order that we accept results in a separate binding agreement between you and us for the supply of the Services in accordance with the Terms.
- 2.5 It is your responsibility to check the order details, including the selected course or event, timing and pricing and course or event duration before you submit your order.
- 2.6 When you make an order and make your initial payment and your payment has been validated, we will provide you with a confirmation email, and if applicable send a separate email with the required details to login and participate in, or book sessions for, the relevant Services.
- 2.7 We agree to perform the Services with due care and skill.
- 2.8 We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.
- 2.9 Subject to these Terms, we will provide the Services to you for the duration of time stated in the course information on our Platform, the Service Period in the Proposal or as otherwise agreed by us.
- 2.10 You acknowledge that if you make an order for a pre-recorded video, we may decide to discontinue its availability at any time, in which case, we will provide adequate notice to you for you to receive the benefit of the Services, or at our sole discretion, provide you with a refund of the Fee.
- 2.11 We may provide the Services to you using our employees, contractors and third party providers, and they are included in these Terms.
- 2.12 If we are delayed in providing Services to you due to the illness or injury of our tutor or unavailability of the venue or technical issues with online delivery platforms, we will, at your election, credit so much of the Fees as related to the cancelled class to the next course or refund the Fees to you.
- 3. PRICE, INVOICING AND PAYMENT**
- 3.1 You agree to pay us the Fees:
- (a) using the payment method, as set out on the Platform at the time you purchase the Services; or
 - (b) in accordance with the Payment Terms in the Proposal.
- 3.2 Currently we accept payment through our payment processor, Stripe on our Platform, by bank transfer, direct debit or as set out in the Proposal.
- 3.3 All amounts are stated in Australian dollars.
- 3.4 Places in our classes and sessions are limited, and will not be confirmed until receipt of payment and are not guaranteed unless confirmed by us.

3.5 If upon receipt of payment of the Fees our classes/sessions are at capacity, we will (at your election) either refund the Fees to you or will credit the Fees towards a later scheduled block of classes/session.

3.6 For group classes and events, we do not provide credit or refunds for non-attendance. If you are a Reclaiming your Sacred Self participant, you can reschedule your attendance at a scheduled session by providing us with at least 48 hours written notice (including by email). If you do not provide us with at least 48 hours' notice your attendance is deemed confirmed and so much of the Fees as related to that attendance cannot be credited towards a later session/class.

3.7 These Terms may be amended from time to time at our discretion. The changes will apply to you for Services provided to you after the date of the change. You may terminate these Terms if you do not agree with the change and we will refund any unused Fees to you.

4. YOUR OBLIGATIONS AND WARRANTIES

4.1 You warrant that throughout the term of these Terms that:

- (a) there are no legal restrictions preventing you from agreeing to these Terms;
- (b) in attending sessions and/or group classes forming part of the Services you will conduct yourself in a respectful, courteous and non-judgmental manner;
- (c) the information you provide to us is true, correct and complete;
- (d) you will not tamper with or modify our Platform, knowingly transmit viruses or other disabling features, or damage or interfere with our Platform, including using by using trojan horses, viruses, piracy or programming routines that may damage or interfere with our Platform;
- (e) you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns; and
- (f) you will comply with our COVID-19 response plan set out in Appendix A and any updates to the plan as required by government public health directions.

5. OUR INTELLECTUAL PROPERTY

5.1 All intellectual property (including choreography and movement techniques) developed, adapted, modified or created by us or our personnel, including but not limited to our Services, the Platform and all other materials (**Materials**) contain material which is owned by or licensed to us and is protected by Australian and international laws. We own the Intellectual Property rights in the Materials

including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.

5.2 You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.

5.3 Your use of our Materials does not grant you a licence, or act as a right to use any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.

5.4 You must not breach our Intellectual Property rights by, including but not limited to:

- (a) altering or modifying any of the Materials;
- (b) creating derivative works from the Materials; or
- (c) using our Materials for commercial purposes such as on-sale to third parties.

5.5 We grant you a non-perpetual, non-exclusive, revocable, worldwide and non-transferable licence to use the Materials for your own personal non-business use and for no other purpose for the duration of the Term, on full payment of our Fees.

5.6 This clause will survive the termination of these Terms.

6. DISPUTE RESOLUTION

In the event of any dispute arising from, or in connection with, these Terms (**Dispute**), the party claiming there is a Dispute must give written notice to the other party setting out the details of the Dispute and proposing a resolution. Within 7 days after receiving the notice, the parties must meet at least once to attempt to resolve the Dispute or agree on the method of resolving the Dispute by other means, in good faith. All aspects of every such conference, except the fact of the occurrence of the conference, will be privileged. If the parties do not resolve the Dispute or (if the Dispute is not resolved) agree on an alternate method to resolve the Dispute, within 21 days after receipt of the notice, the Dispute may be referred by either party (by notice in writing to the other party) to litigation.

7. TERM AND TERMINATION

7.1 These Terms will commence on the date you accept these Terms in accordance with clause 1.3, and will continue until the date we consider the Services to be supplied to you or for the Service Period, unless terminated earlier in accordance with these Terms.

7.2 For Services other than the Reclaiming your Sacred Self Program, either Party may terminate these Terms without cause by

- providing the other Party with notice, in writing, with 7 days' notice.
- 7.3 If you wish to cancel the Reclaiming your Sacred Self Program and terminate these Terms, please see 7.7 b..
- 7.4 Either Party may terminate these Terms immediately if there has been a material breach of these Terms.
- 7.5 We may terminate these Terms immediately, at our sole discretion, if:
- (a) we consider that a request for the Services is inappropriate, improper or unlawful;
 - (b) you fail to provide us with clear or timely instructions to enable us to provide the Services;
 - (c) we consider that our working relationship has broken down including a loss of confidence and trust; or
 - (d) for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe.
- 7.6 Subject to these Terms, applicable law and your rights under the ACL, on termination of these Terms you agree that any payments made are not refundable to you.
- 7.7 You agree that:
- (a) if you wish to terminate these Terms you are liable to pay for all Services provided prior to termination; and
 - (b) if you wish to cancel the Reclaiming your Sacred Self Program and terminate these Terms prior to the expiry of the Service Period, you will be liable to pay us the Early Termination Fee, unless otherwise agreed by us. You agree that the Early Termination Fee is a genuine pre-estimate of loss, suffered or incurred by us as a result of your termination of these Terms due to rejecting potential clients for the Reclaiming your Sacred Self Program and our investment in preparing for your participating in the Reclaiming your Sacred Self Program. Where there are extenuating circumstances and you have provided us with evidence of such at our request, we may agree to not charge you the Early Termination Fee, at our discretion.
- 7.8 On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 7.9 The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

8. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

- 8.1 **ACL:** If you are a consumer as defined in the ACL, the following applies to you: *You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure.* To the extent we are able to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.
- 8.2 **Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out in the course information on the website where it is affected by your delay in response, or supply of incomplete or incorrect information.
- 8.3 **Warranties:** To the extent permitted by law, we exclude all express and implied warranties representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind, either express or implied. We expressly exclude all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.
- 8.4 **Refund:** we do not provide refunds for change of mind.
- 8.5 **Disclaimer and releases:** You acknowledge and agree that you are aware of the inherent risks of injury or ill health resulting from use of the Services and from participating in meditative and reflective exercises and/or strenuous exercise and warrant that you have medical clearance to participate in and receive the Services. You acknowledge it is your responsibility to ensure you will not exceed your limits while performing any activities, and you will select the appropriate Services for your skills and abilities, as well as any mental or physical conditions and/or limitations you may have. It is your responsibility to ensure that your own practice conditions are suitable for the Services you purchase and participate in, including finding a safe space with the appropriate floor and/or ensuring that you do the practice taking into account the conditions in your practice space. You acknowledge and agree to release us, our agents, affiliates, employees, members, sponsors, promoters and any person or body directly or indirectly

associated with us against any liability (including liability for their negligence and the negligence of others), claims, demands, and proceedings arising directly or indirectly from a breach of that warranty. Any advice we provide to you in connection with the Services whether on our Platform or otherwise is general, provided to you in good faith and relied on by you at your own risk and should not be used as a substitute for medical advice or treatment. You release us from any harm, loss and/or damage that you suffer whether directly or indirectly as a result of any advice that is inaccurate, incomplete, unsuitable or incorrect. In the event that you become aware of any medical, physical or psychological condition, injury or impairment that may; affect your proper and safe use of the Services; be detrimental to your health; reasonably endanger the health and well-being of third party Service recipient or reasonably affect third party Service recipients' use and enjoyment of the Services, if you continue to use the Services, you must immediately cease to use our Services and (if relevant) seek medical clearance before re-commencing to receive the Services. You are solely responsible for determining the suitability of any of our Services.

- 8.6 **Recreational Services:** If you have undertaken to participate in our Services for the purposes of recreation, enjoyment or leisure, the participation in our Services will be considered a recreational activity under the ACL and this clause will apply to you. By accepting these Terms, you agree that you have read the disclaimer and releases clause above and you are aware that your participation in the Services may be a recreational activity and that it can be inherently dangerous. You agree to release us and any affiliates and all parties associated with organising the Services from any responsibility or legal liability for:
- (a) death;
 - (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) the contraction, aggravation or acceleration of a disease;
 - (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs;
 - a. that is or may be harmful or disadvantageous to you; or
 - b. that may result in harm or disadvantage to you or the community.

This release does not apply to significant personal injury caused by our reckless conduct.

- 8.7 **Liability:** To the extent permitted by law, we exclude all Liability for:
- (a) your acts or omissions;
 - (b) any use or application of the Platform or Services by a person other than you, or other than as reasonably contemplated by these Terms;
 - (c) any works, services, goods, materials or items which do not form part of the Platform (including third party service providers such as video conferencing software), or which have not been provided by us;
 - (d) loss of, or damage to property, or any injury or loss to any person;
 - (e) any event outside of our reasonable control;
 - (f) any Claims (whether direct, indirect, incidental, special, consequential and/or incidental) for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services, the Services being unavailable or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage; and
 - (g) the coronavirus ("**COVID-19**"), severe acute respiratory syndrome coronavirus 2 ("**SARS-CoV-2**") (or any mutation or variation thereof), including the outbreak or contraction of COVID-19, SARS-CoV-2 (or any mutation or variation thereof).

- 8.8 **Limitation:** To the extent permitted by law our total liability arising out of or in connection with the Services, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the 12 month period prior to the event giving rise to the liability, or \$100 if no such payments have been made.

- 8.9 This clause will survive the termination of these Terms.

9. INDEMNITY

- 9.1 You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- (a) any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;

- (b) any breach of these Terms by you;
- (c) any misuse of the Services by you, your employees, contractors or agents; and
- (d) your breach of any law or third party rights.
- 9.2 You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 9.3 This clause will survive the termination of these Terms.
- 10. GENERAL**
- 10.1 **Good faith:** The Parties must at all times act toward each other with good faith.
- 10.2 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 10.3 **Publicity:** We will ask for your consent before advertising or publicly announcing that we have provided Services to you, including mentioning you on our Site and in our promotional material. If we want to use images of you in our advertising we will ask you to give us your verbal consent prior to taking the images and we will tell you the way in which we intend to use the images.
- 10.4 **Live online videoconferencing of face to face sessions:** In response to COVID-19 regulations, some face to face classes will be videoconferenced live to online participants in real time. The camera will focus on the instructor only. However it is possible that voices and incidental details may be captured on camera. The sessions are not recorded or stored in any other manner. Your participation in face to face classes assumes agreement to this arrangement.
- 10.5 **Order of precedence:** To the extent there is any ambiguity, discrepancy or inconsistency in or between these Terms, the Proposal or any Appendix, the following order of precedence will apply:
- (a) these Terms;
- (b) the Proposal;
- (c) Appendix A; and
- (d) Appendix B.
- 10.6 **Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 10.7 **GST:** If and when applicable, GST payable on the Fee for the Services will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.
- 10.8 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate these Terms with you by giving you 5 Business Days' notice in writing.
- 10.9 **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address at the bottom of these Terms. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 10.10 **Jurisdiction & Applicable Law:** These Terms are governed by the laws of the Australian Capital Territory and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in the Australian Capital Territory.
- 10.11 **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- 11. DEFINITIONS**
- 11.1 **ACL** means the Australian Consumer Law.
- 11.2 **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in the Australian Capital Territory, Australia.
- 11.3 **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a Party to this Agreement or otherwise.
- 11.4 **Early Termination Fee** means the remainder of the Fee at the date we accept your termination, payable by you to us as a lump sum.
- 11.5 **Fee** means the price notified for the Services at the time you place your order on the Platform or as specified in the Proposal.

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- 11.6 **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- 11.7 **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs, any corresponding property rights under the laws of any jurisdiction, discoveries, circuit layouts, trade names, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data or formulae, business names, company names or internet domain names, and any confidential information.
- 11.8 **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.
- 11.9 **Payment Terms** means the terms set out in the Proposal.
- 11.10 **Proposal** means the proposal attached to these Terms.
- 11.11 **Reclaiming your Sacred Self Program** means the program as set out in Appendix B.
- 11.12 **Service Period** means the duration set out in the Proposal.

For any questions and notices, please contact us at:

Moving Archetypes Pty Ltd (ACN 634 116 117)

Email: info@movingarchetypes.com.au

Last update: 12 February 2021

Appendix A**Moving Archetypes- COVID-19 response plan**

This COVID-19 response plan is only applicable for our face to face Services.

Vulnerable cohorts

- If you are identified as a member of the vulnerable cohorts as defined by the Australian Department of Health and ACT Health or if you have any doubts about your participation in Moving Archetypes activities, you must assure yourself of your safety to participate in face to face sessions by seeking medical advice. Your attendance at Moving Archetypes activities assumes that you have sought medical clearance to participate.

Safe capacity

- The studio is about 90 square metres with an estimated 80 square metres available for dancing. Under social distancing regulations of 4 square metres per person this equates to 20 patrons who can be in the building at any one time. This accommodates most of the current class numbers.

Participants' etiquette

- Participants must maintain social distancing in class (the floor will be marked accordingly) which includes physical distancing of at least 1.5 metres.
- Participants must sanitise hands and feet pre and post class.
- Coughs and sneezes should be covered by a tissue or a flexed elbow; tissues should be disposed of in a closed bin and hands sanitised following sneezing/coughing. Extra tissue boxes will be provided in the studio.
- Participants should not share water bottles and all unclaimed water bottles will be disposed of.
- Participants will only be admitted at the time of their class and will have to leave the studio immediately after their class so that the next class can enter.
- Participants should not attend classes if they are unwell or if they have been asked to self-isolate.
- Participants should minimise belongings brought into the studio and come dressed ready for class.
- Class start times will be staggered and more time scheduled between classes to allow for cleaning and exit of students before others enter.
- Mats and cushions will no longer be available in the studio—please bring your own should you require these for classes.
- Participants' contact details (first name and phone number) will be collected and recorded with a date and time of attendance and stored for at least 28 days in case contact tracing is required.
- No food will be shared or consumed in the studio.

During class

- Participants should stay 1.5 metres apart.
- The floor will be marked to show appropriate distances.
- The teacher will maintain a distance of 1.5 metres from students.
- If participants go to the bathroom during class they must sanitise their hands and feet before returning to the studio.

If you are unwell

- Participants must not attend classes when they are unwell.
- If a participant is diagnosed with COVID-19, please advise Moving Archetypes immediately so we can seek advice from the relevant authorities about our response.

Payments

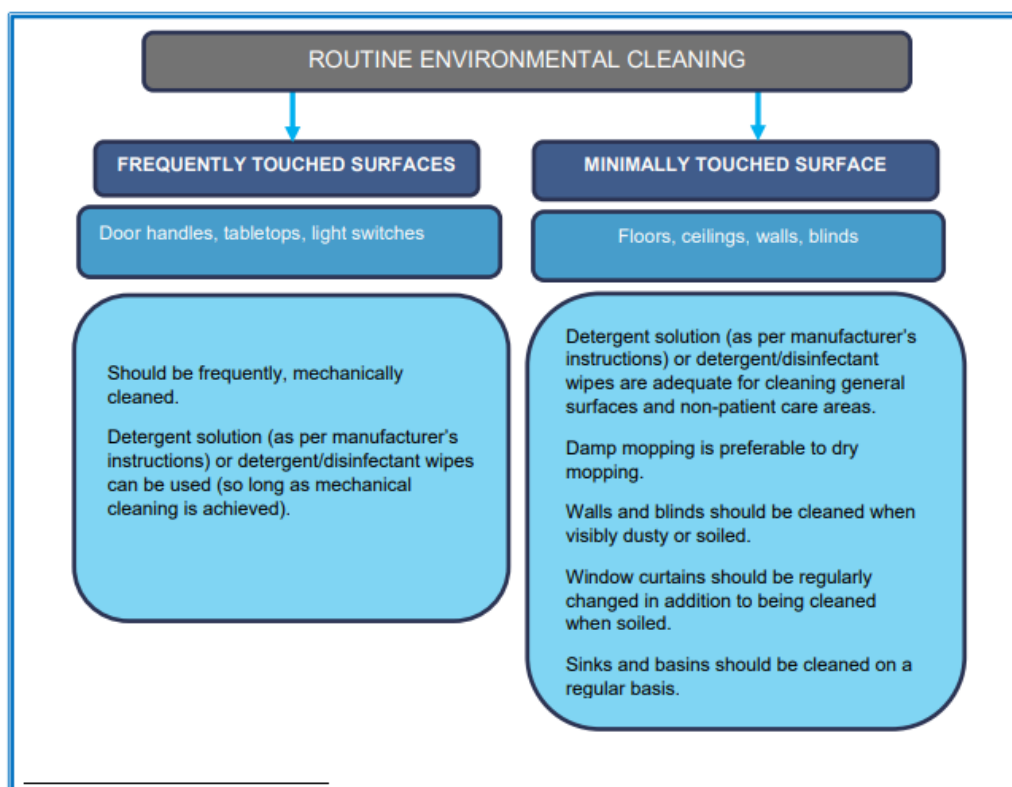
- All payment must be made online via the website or through bank transfer arrangements. Cash payments will not be accepted.

Cleaning of studio

- All frequently touched surfaces will be cleaned between classes (as a result there will be a 15 minute gap between each class). For example, door handles will be wiped down and disinfected.

- The studio will be professionally cleaned after classes.
- The studio kitchen and change-room will not be available for use.
- The toilet will remain open with social distancing measures in place.
- There will be antibacterial hand soap in bathrooms and hand sanitiser in studios and other areas.
- Participants are encouraged to regularly clean their own personal equipment including sunglasses and mobile phones.
- Please see chart below from the Australian Government Department of Health that informs the above approach to cleaning:

Routine environmental cleaning requirements can be divided into two groups¹:



¹ Adapted from Australian Guidelines for the Prevention and Control of Infection in Healthcare, Canberra: National Health and Medical Research Council (2019).

Risks:

The table below sets out some identified risks and mitigation measures.

Issue	Rating	Response	Additional measures	Who
A participant shows symptoms in class	Medium	The instructor will request the participant to leave the class and recommend testing for COVID-19.	Follow up with participant to confirm result of test. In case of positive result, take the necessary steps as per regulations.	Padma
A participant tests positive for COVID-19	Low as there is currently no community transmission in Canberra	The details of other participants in the class will be provided to the appropriate authorities for	All classes will be delivered as live online sessions as Padma will also have to self-	Padma

		contact tracing.	isolate.	
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Terms for Online participation in classes

- You are participating in these sessions at your own risk.
- You must avoid activities if you have, or suspect you may have any current health concerns, injuries, aches and pains.
- You must avoid the use of blades, weapons or sharp instruments of any description.
- Participants can see each other on the screen, so please be aware of this when you are in class and when you choose a space.
- Please ensure you have a suitable, non-slip floor and that any potential obstructions in the vicinity are removed before you participate. We will modify the class to accommodate the fact that you will not be dancing on a sprung floor- so please avoid strong stamping, etc. However, you need to decide if the floor situation is okay for your body and seek professional advice if you have pre-existing injuries that may be affected.
- The online classes are video-conferenced through Zoom. You may need to download the software on your devices to use this platform. You agree that this will be at your own risk.
- To make the virtual session safe and transparent, all participants are required to have their videos turned on for the duration of the workshops.
- Participants are not permitted to record the classes in any format.

Appendix B