

Terms of Service

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE USING OUR SERVICES.

Your access to and use of services by Prosper Kinesiology, ABN 65 200 580 816 (collectively the “Services”) is subject to the following terms and conditions (“Terms of Use”) and all applicable laws. Clients who use, access, and/or subscribe to Prosper Kinesiology’s Services must do so under the following Terms (this “Agreement”). This Agreement constitutes a legally binding agreement between Prosper Kinesiology, including all staff and you. Please read it carefully and contact us if you have questions or concerns. The Services, including all intellectual property and confidential information, is owned and operated by Prosper Kinesiology. Our privacy policy is located at prosperkinesiology.com.au (“Privacy Policy”). By using or accessing and/or subscribing to the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree to this Agreement, then please cease using the Services immediately. We recommend that you save a copy of this Agreement for your records.

By completing the financial transaction for your chosen Service (including event), and/or accessing and using the Services, you acknowledge and agree to the following:

- You acknowledge that you are participating in a Service to inspire personal growth and healing. You accept responsibility for your own wellbeing and actions during and following the Service.
- The Services are not intended to serve as medical advice or a replacement for medical care.
- If you are prescribed or regularly take medications, or have any medical conditions, you will discuss participating in the Services (specifying which activity you wish to undertake) with your doctor and the facilitator of the Services prior to commencing any Services.
- You engage with the Services at your own risk and responsibility.
- You acknowledge that any exercise is physically demanding and your participation in some activities and physical positions may pose a risk to your health and wellbeing.
- You are solely responsible for any physical activity and for suitability of that exercise for your body.
- Certain medical conditions can be contraindications to healing techniques using while engaging in the Services. You are solely responsible to bring any medical equipment that you anticipate may be required for your safe participation in the Services. For example, an inhaler. It is recommended that those with the following contraindications should NOT participate in Services that involve Spinal Energetics or holotropic breathwork – are pregnant, have a diagnosed severe mental health condition, are currently taking medication that alters brain chemistry, have a history of seizures or heart conditions or who have recently been hospitalised.
- You will follow all reasonable directions and instructions by Prosper Kinesiology staff for your safety and wellbeing.
- If you experience any difficulty, pain or uncertainty concerning any activity whilst engaging in the Services, you will immediately cease that activity.
- You agree that images and footage may be taken during the Services event and agree to it being used for marketing purposes only. Please see our [Privacy Policy](#) for more information.

Client Responsibility

Prosper Kinesiology gives no guarantee as to the safety or suitability of the Services. The Client releases Prosper Kinesiology and its staff from any liability for the loss caused by fault of Services. If there is a failure with the Services, the Client must immediately stop using the Services and notify Prosper Kinesiology. The Client must take all necessary steps to prevent injury occurring to persons or property as a result of the Services.

Should the Client need to cancel or reschedule a Service (including events), they will do so with 48 hours' notice to Prosper Kinesiology via phone, email or private message. In this instance, a credit will be issued for another Service. No refunds will be given. Should 48 hours' notice not be given, Prosper Kinesiology has the right to retain 50% of the Service price.

Should the Client not attend a scheduled Service and does not give the required prior notice the Client may be charged 50% of the Service price as a cancellation fee.

Intellectual Property

You agree that all content, videos, training materials, products, services and/or other materials, made available in person, in print or via the Prosper Kinesiology website (the Site) made by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the "Content") are maintained for your personal use and information by Prosper Kinesiology, (the "Company") and are the property of the Company and/or its third party providers. You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide.

Subject to your compliance with these Terms of Use, the Company hereby grants you a limited licence, which is non-exclusive, non-transferable, and non-sublicensable, to access, view, and use the Company Content for your personal purposes. No Company Content may not be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content, including any and all software, tools, graphics and/or sound files, for public or commercial purposes without the express written permission of the Company.

All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site, including without limitation the name and trademark "Prosper Kinesiology", are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. The Company respects the copyright, trademark and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify the Company at 2/84 Herries Street, East Toowoomba, Qld. 4350. Please provide your name

and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.

Privacy

Our [privacy policy](#) sets out how we will use your information. You can find our privacy policy on our [website](#) or request a copy at the email address provided below.

General

Prosper Kinesiology reserves the right to refuse access to Services, the associated websites and/or content, products and/or services to anyone in its sole discretion.

The Client agrees to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of Services or any services that Prosper Kinesiology may provide via the Site, and (v) your conduct in connection with the Site or the Services or with other users of the Site or the services. Prosper Kinesiology reserves the right to assume the exclusive defence of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide Prosper Kinesiology with such cooperation as is reasonably requested by them.

The provisions of these Terms of Use are for the benefit of Prosper Kinesiology, its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

The Agreement is governed by the laws of the State of Queensland and each party submits to the exclusive jurisdiction of the Queensland Courts for all purposes.

For any questions, please contact us through the following methods:

Name: Prosper Kinesiology

Address: 2/84 Herries Street, East Toowoomba, Qld. 4350

Email: vanessa@prosperkinesiology.com.au

Website: <https://www.prosperkinesiology.com.au>