

Buteyko Plus™ Terms and Conditions

CLIENT RESPONSIBLE FOR OWN HEALTH

1. I understand that the Buteyko Plus™ Program (*the Program*) is a broadly inclusive process that may include different areas of my life including and not limited to physical health, mental health and emotional health. I acknowledge that it is my decision and choice how to utilize the information provided in these areas in *the Program*. It is my responsibility.
2. I understand and agree that I am responsible for my physical, mental and emotional well-being. Any choices I make or injuries that I incur from recommendations made in *the Program* are fully my responsibility.
3. I understand that *the Program* is designed and intended for adults only and I guarantee that I am twenty-one years old or older.
4. *The Program* courses or counselling are not intended to substitute for informed medical advice. You should not use any information contained in them to diagnose or treat a health problem or condition. ***Always check with your doctor before changing your diet, altering your sleep habits, taking supplements, or starting a new fitness or health routine.***
5. I understand that *the Program* is intended for individuals who want to take action and make behavioral changes in the service of their goals for life, health, well-being or work. *The Program* does not involve the diagnosis or treatment of physical or mental disorders and I will not use it in place of any other diagnosis, therapy or treatment or other advice given me by medical, legal, financial or other qualified professional. *The Program* may not be appropriate for everyone.

TERMS OF PAYMENT, CANCELLATION OR TERMINATION

6. I agree and understand my instructor or I can terminate or discontinue *the Program* or an individual course at any time. If *the Program* or a course is terminated by the instructor you will receive a prorated refund of any fees paid for *the Program* or course. To request a termination please send an email to admin@buteykoplus.com ***Subject: Termination***, and we will respond with a link to the Termination Request Form.
7. I understand that If I elect to terminate a course or courses within 30 days of enrollment I will receive a full refund of fees paid for the course or courses terminated. After 30 days the fees are not refundable.
8. If I book a Skype or office consultation I understand I need 24 hours notice in order to cancel or change the time of an appointment. In the event of cancellation, with advance notice of more than 24 hours the fee paid will be refunded.

NON-DISCLOSURE and INTELLECTUAL PROPERTY

9. I understand that the teaching material, methodology, coaching techniques and strategies used, as well as assignments, documents or emails are proprietary to Dermod Wood Associates LLC dba Buteyko Plus™ and I understand that and agree that they may not be used for any other purposes other than my improving my own health without written consent from *the Program* administrator (admin@buteykoplus.com). I understand that information is held as confidential for my own use only.
10. Notwithstanding the above, the information provided by *the Program* may be shared with my medical practitioner.

By continuing to the Buteyko Plus™ site and making use of the material provided I agree to be bound by these Terms and Conditions with full legal force and effect.

LIMITATION OF LIABILITY

11. Total liability under this Agreement shall be limited to the total amount actually paid by myself to *the Program*. In no event shall *the Program*, Dermod Wood Associates LLC, its principal, Dermod Wood or its Associates be liable for any consequential or indirect damages alleged to result from *the Program*.
12. I understand, acknowledge and agree that limited liability is a fundamental part of this agreement. The fees charged reflect the risk agreed upon by both myself and Program.
13. No action, regardless of nature arising from participation in *the Program* may be brought by myself or my representative more than one (1) year after services rendered.

LEGAL STATUS OF THIS AGREEMENT

14. I understand that these Terms and Conditions are a legally binding contract (Agreement) between myself and Dermod Wood Associates LLC dba Buteyko Plus™. By continuing to the Buteyko Plus™ site and making use of the material provided I agree to be bound by these Terms and Conditions with full legal force and effect.
15. This Agreement is not assignable to a third party. If any clause is declared void the remainder shall continue with full force and effect.
16. This Agreement is available as a PDF on the Buteyko Plus™ website. In the event of a discrepancy between this Agreement on the Sendowl Payment Gateway site and the PDF, the PDF shall govern. It is recommended that you download and save a copy of the Terms and Conditions PDF from the site.
17. The Terms and Conditions may be amended from time to time without notice. In the event of a discrepancy between the new Terms and Conditions and the Terms and Conditions at the time of your enrollment the Terms and Conditions at the time of your enrollment shall govern.
18. This Agreement shall be governed by the laws of the State of New Jersey, USA.

PRIVACY POLICY

19. I understand that in order to protect my privacy, if I terminate my participation in *the Program* I will have the option of one or both of the following:
 - a. Request that all personal name-linked data be immediately removed from our servers
 - b. Request that a copy of all all personal name-linked data be supplied to me in a readable form (PDF or CSV electronic files).In the event that I choose not exercise these options immediately my personal name-linked data will be maintained on our servers for a period of one year following the termination and then removed.
20. I agree that I consent to using e-mails to sometimes transmit sensitive information. I acknowledge the risks involved and waive any rights against *the Program* made in these transmissions.
21. GDPR Compliance. For clients in the EU or UK, we follow the rules of the General Data Protection Regulation (GDPR). We do not actively solicit business in the EU or UK so we do not maintain a GDPR Representative in the EU or UK.

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