

General terms and conditions for BRAIND® Cohort online courses offered by BRAIND d.o.o., Skrjancevo 99, 1235 Radomlje, Slovenia (»BRAIND«)

Read this carefully before accessing any BRAIND® Cohort program and using BRAIND's proprietary materials, which includes any audio and/or visual presentations and/or offerings used within the program. By accessing and/or buying into the BRAIND® Cohort program you acknowledge that:

- 1. You have read these terms and conditions**
- 2. You understand them, and**
- 3. With the purchase of the program you accept and agree to be bound by its terms**

When you place an order for the BRAIND® Cohort program you are offering to purchase these services on the terms and conditions defined hereafter. The fees for the selected service shall be as set out on the website www.braind.co/cohort at the time you placed an order for them. Unless otherwise specified at the time you purchase the services the fees are exclusive of VAT or other local taxes. By entering into this agreement, you agree and understand that you have to pay upfront the indicated fee for the services of the BRAIND® Cohort program you have selected. This agreement will commence upon your order of it and the upfront payment of the fee has been confirmed.

A strict no-refunds policy applies to the BRAIND Cohort program and by ordering the selected program of the BRAIND® Cohort you agree, that you will not request a refund from **BRAIND**. In no event will **BRAIND** be liable to you or any third party related to you for any damages occurring directly or indirectly from your purchase of a BRAIND® Cohort program.

Subject to the terms and conditions is that only you are being granted access to the BRAIND Cohort program. During the Program you will also be exposed to **BRAIND's** proprietary and/or confidential information. You shall not use, teach, sell, disclose, reveal, provide or make available to any third party any of **BRAIND's** confidential information.

The dates of the BRAIND® Cohort program you have selected are proposals. **BRAIND** is free to change these dates without giving reasons. However, you are entitled to the number of cohort sessions that you have selected in your chosen program. Under certain circumstances these may also take place in another BRAIND® Cohort program with similarly qualified participants or in exceptional cases as 1:1 Personal sessions.

Although **BRAIND** publishes a notice on the qualification of participants in a program on www.braind.co/Cohort, **BRAIND** cannot guarantee the quality of the individual participants and the content of the respective **BRAIND** Cohort. The quality of the discussion and content of the Cohort is determined by the participants. **BRAIND** only provides the framework for the events and moderates them.

You acknowledge that any intellectual property you are exposed to during the BRAIND® Cohort program is intellectual property of **BRAIND** or other BRAIND® Cohort participants. This agreement doesn't grant you any ownership or other right or interest to any intellectual property of **BRAIND**. All rights and obligations under this agreement are personal to you and you may not assign or transfer any rights.

You will, at your own expense, defend, indemnify and hold **BRAIND** and its legal representatives free from any and all claims, actions, costs and expenses, including attorney fees, arising out or in connection with this agreement and/or your purchase and participation in any BRAIND® Cohort program.

These terms and conditions are the entire agreement between the parties and supersede any prior agreements and arrangements, written or oral.

BRAIND shall not be liable to you for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanoes and other Acts of God, terrorism, strikes, delay caused by transport disputes, failure to provide a course caused by a death in the trainer's family, illness of the trainer, Government edict or regulation. This also expressly applies to all technical problems before or during a cohort session and in particular to all issues arising in connection with the COVID-19 pandemic such as, but not limited to, lock-downs, limited access to required technologies or necessary postponements of dates.

The nature of the services provided by **BRAIND** means that we will obtain, use and disclose certain information about you ("Data"). By purchasing the services, you agree to this use. When you register with us you will need to provide certain data such as your contact details or other demographic information. We will store this data and use it to contact you, provide you with details of the services you have purchased and otherwise as required during the normal provision of the BRAIND® Cohort program.

Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

By ordering a service from the BRAIND® Cohort program you acknowledge that you understand and agree to all of the aforementioned terms, including those related to the program fee, the no refund policy, the Intellectual property and confidentiality of all **BRAIND** materials. This Agreement is subject to Slovenian law and the parties submit to the exclusive jurisdiction of the Slovenian courts in connection with any dispute hereunder.

Ljubljana, November 2020

Tomas Vucurevic
Managing Director

This document has been created electronically and is also valid without signature