

terms of service

1. General

Introduction. UMA Academy B.V. (**UMA Academy, we, us, our**) provides its services (described below) to you through its website located at www.uma-institute.com/academy (the **Website**) and through its mobile applications and related services (collectively, such services, including any new features and applications, and the Website, the **Service(s)**), subject to the following Terms of Service (the **Terms of Service**).

Modifications to Terms of Service. We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, depending on the nature of the change, we will post the changes on this page and indicate at the top of this page the date these terms were last revised and/or notify you, either through the Services' user interface, in an email notification or through other reasonable means and as required by applicable law.

Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service. In addition, when using certain Services, you will be subject to any additional terms applicable to such Services that may be posted on the Service from time to time.

Privacy. At UMA Academy, we respect the privacy of our users. For details please see our Privacy Policy at www.uma-institute.com/academy/privacy. By using the Service, you consent to our collection and use of personal data as outlined therein.

2. Access and use of the Service

Use description. The UMA Academy Service, and any content viewed through our Service, is solely for your personal and non-commercial use. With your UMA Academy purchase we grant you a limited, non-exclusive, non-transferable, license to access the UMA Academy content and view your Master Course(s) through the Service on a streaming-only basis for that purpose.

Except for the foregoing limited license, no right, title or interest shall be transferred to you. You agree not to use the Service for public performances. UMA Academy may revoke your license at any time in its sole discretion. Upon such revocation, you must promptly destroy all content downloaded or otherwise obtained through the service, as well as copies of such materials, whether made in accordance with these Terms of Service or otherwise.

Your registration obligations. You may be required to register with UMA Academy in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy.

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Member account, password and security. You may never use another's account, and you may not provide another person with the username and password to access your account. You are fully responsible for any and all activities that occur under your password or account, and it is your responsibility to ensure that your password remains confidential and secure. You agree to (a) immediately notify UMA Academy of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. UMA Academy will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service. UMA Academy reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that UMA Academy will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. We have no obligation to retain any of your account content for any period of time beyond what may be required by applicable law.

General practices regarding use and storage. You acknowledge that UMA Academy may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on UMA Academy's servers on your behalf. You agree that UMA Academy has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that UMA Academy reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that UMA Academy reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile services. The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Website from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the **Mobile Services**).

To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices.

In using the Mobile Services, you may provide your telephone number. By providing your telephone number, you consent to receive calls and/or SMS, MMS, or text messages at that number. We may share your phone numbers with our affiliates or with our service providers (such as customer support, billing or collections companies, and text message service providers) who we have contracted with to assist us in pursuing our rights or providing our Services under these Terms of Service, our policies, applicable law, or any other agreement we may have with you. You agree these parties may also contact you using autodialed or prerecorded calls and text messages, as authorized by us to carry out the purposes we have identified above, and not for their own purposes. In the event you change or deactivate your mobile telephone number, you

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agree to promptly update your UMA Academy account information to ensure that your messages are not sent to the person that acquires your old number.

Money back guarantee. Unless otherwise noted during your purchase of the Service you choose, as required by applicable law in your jurisdiction, or as set forth in the refund policy applicable to any Service you purchase through a third-party marketplace (see Section 3.3 below), should you become dissatisfied with the Service within the first 14 days after purchase, UMA Academy will refund the full amount of your purchase and subsequently terminate your access.

Refunds are not available for customers 14 days after a purchase. Refunds are not available for accounts which have violated the terms of service; violations are determined at UMA Academy's sole discretion. If UMA Academy determines that you are abusing our refund policy, we reserve the right to suspend or terminate your account and refuse or restrict any and all current or future use of the Service without delivering a refund. To request a refund or to ask a question regarding the 14-day money back guarantee, email us at academy@uma-institute.com.

3. Conditions of use

User conduct. You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (**content**) that you upload, post, publish or display (hereinafter, **upload**) or email or otherwise use via the Service. UMA Academy reserves the right to investigate and take appropriate legal action against anyone who, in UMA Academy's sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:

- email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of UMA Academy, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose UMA Academy or its users to any harm or liability of any type;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

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- violate any applicable local, state, national or international law, or any regulations having the force of law;
- impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; solicit personal information from anyone under the age of 18;
- harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
- further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

Fees. To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide UMA Academy information regarding your credit card or other payment instrument. You represent and warrant to UMA Academy that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

You agree to pay UMA Academy the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and this Terms of Service. You hereby authorize UMA Academy to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) until you terminate your account, and you further agree to pay any charges so incurred.

If you dispute any charges you must let UMA Academy know within sixty (60) days after the date that UMA Academy charges you. We reserve the right to change UMA Academy's prices. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with use of the Services.

Recurring subscriptions. If you select a Service with an auto renewal feature (a **Recurring Subscription**), you authorize UMA Academy to maintain your account information and charge that account automatically upon the renewal of the Service you choose with no further action required by you. In the event that UMA Academy is unable to charge your account as authorized by you when you enrolled in a Recurring Subscription, UMA Academy, may, in its sole discretion: (i) bill you for your Service and suspend your access to the Service until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you.

UMA Academy may change the price for Recurring Subscriptions from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those

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changes. Price changes for Recurring Subscriptions will take effect at the start of the next subscription period following the date of the price change. As permitted by local law, you accept the new price by continuing to use your Recurring Subscription after the price change takes effect. If you do not agree with the price changes, you have the right to reject the change by cancelling your Recurring Subscription before the price change goes into effect. Please therefore make sure you read any such notification of price changes carefully.

Payments are nonrefundable and there are no refunds or credits for partially used periods. You may cancel a Recurring Subscription at any time, but if you cancel your subscription before the end of the current subscription period, we will not refund any subscription fees already paid to us. Following any cancellation, however, you will continue to have access to the service through the end of your current subscription period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our users ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

If you purchase any Service through a mobile purchase or third-party marketplace (e.g., through the Apple App Store or Google Play Store), the refund policy applicable to that third-party marketplace will apply, unless otherwise explicitly stated by UMA Academy. Except as otherwise explicitly stated by UMA Academy, the third-party marketplace will be solely responsible for making refunds under its refund policy, and UMA Academy will have no refund obligations. UMA Academy disclaims any responsibility or liability related to any third-party marketplace's refund policy or the third party's compliance or noncompliance with such policy.

If you subscribed on our website, you can cancel by contacting us at academy@uma-institute.com or by going to Settings in your account, selecting Cancel under the Subscription box and then following the onscreen instructions to continue and cancel subscription.

Commercial use. Unless otherwise expressly authorized herein or by UMA Academy in writing, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

4. Intellectual property rights

Service content, software and trademarks. You acknowledge and agree that the Service may contain content or features (the **Service Content**) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by UMA Academy, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part.

In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by UMA Academy from accessing the Service (including blocking your IP address), you agree not to implement any

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measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address).

Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of UMA Academy, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by UMA Academy.

The UMA Academy, UMA Research and UMA Institute names and logos are trademarks and service marks of UMA Academy (collectively the **UMA Academy Trademarks**). Other UMA, product, and service names and logos used and displayed via the Service may be trademarks or service marks of owners affiliated with or connected to UMA Academy. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of UMA Academy Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of UMA Academy Trademarks will inure to our exclusive benefit.

Third party material. Under no circumstances will UMA Academy be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

You acknowledge that UMA Academy does not pre-screen content, but that UMA Academy and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, UMA Academy and its designees will have the right to remove any content that violates these Terms of Service or is deemed by UMA Academy, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User content transmitted. Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, **User Content**), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein, and that you have all required rights to post or transmit such content or other materials without violation of any third—party rights. By uploading any User Content you hereby grant and will grant UMA Academy, its affiliated companies and partners (including but not limited to UMA Academy faculty, (independent) practitioners and other third parties providing instructional information through the Services, collectively **Partners**) a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, adapt, perform, publish, distribute (through multiple tiers of distribution and partnerships), store, modify and otherwise use and fully exploit your User Content in any and all media, form, medium,

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technology or distribution methods now known or later developed and for any and all purposes (commercial or otherwise).

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information relevant to the Service (the **Submissions**), provided by you to UMA Academy, its affiliated companies or partners are non-confidential and UMA Academy, its affiliated companies and partners will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that UMA Academy may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of UMA Academy, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Copyright complaints. UMA Academy respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify UMA Academy of your infringement claim in accordance with the procedure set forth below.

You may also contact us by mail at:

UMA Academy B.V.
Falckstraat 51
1017 VV Amsterdam
The Netherlands

To be effective, the notification must be in writing and contain the following information: an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; a description of the copyrighted work or other intellectual property that you claim has been infringed; a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service; your address, telephone number, and email address; a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

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5. Third party websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. UMA Academy has no control over such sites and resources and UMA Academy is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that UMA Academy will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that UMA Academy is not liable for any loss or claim that you may have against any such third party.

6. Social networking services

You may enable or log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (**Social Networking Services**). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and UMA Academy's use, storage and disclosure of information related to you and your use of such services within UMA Academy (including your friend lists and the like), please see our Privacy Policy.

However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and UMA Academy shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, UMA Academy is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, UMA Academy is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. UMA Academy enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

7. Indemnity and release

To the fullest extent permitted by law, you agree to release, indemnify and hold UMA Academy and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any

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User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

8. Disclaimer of warranties

Your use of the Service is at your sole risk. The Service is provided on an “as-is” and “as-available” basis. Except as otherwise expressly provided herein, UMA Academy expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

UMA Academy makes no warranty that (i) the Service will meet your requirements, (ii) the Service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the Service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations.

9. Limitation of liability

You expressly understand and agree that UMA Academy will not be reliable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss or profits including but not limited to, damages for loss of goodwill, use, data, or other intangible losses (even if UMA Academy has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; or (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; or (v) any other matter relating to the Service. In no event will UMA Academy’s total liability to you for all damages, losses or causes of action exceed the amount you have paid UMA Academy in the last six (6) months.

Some legal jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you. If you are dissatisfied with any portion of the Service or with these Terms of Service, your sole and exclusive remedy is to discontinue use of the Service.

10. Termination

You agree that UMA Academy, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if UMA Academy believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service.

Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. UMA Academy may

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also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that UMA Academy may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that UMA Academy will not be liable to you or any third party for any termination of your access to the Service.

11. Miscellaneous

These Terms of Service constitute the entire agreement between you and UMA Academy and govern your use of the Service, superseding any prior agreements between you and UMA Academy with respect to the Service. You also may be subject to additional terms and conditions that may apply for example but not limited to the participation in Master Courses or when you use affiliate or third party services, third party content or third party software.

These Terms of Service will be governed by the laws of the Netherlands. With respect to any disputes or claims, you and UMA Academy agree to submit to the exclusive jurisdiction of the competent courts of Amsterdam, The Netherlands.

The failure of UMA Academy to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You may not assign this Terms of Service without the prior written consent of UMA Academy, but UMA Academy may assign or transfer this Terms of Service, in whole or in part, without restriction.

The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. Under no circumstances shall UMA Academy be held liable for any delay or failure in performance resulting directly or indirectly from an event beyond its reasonable control. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.