



Terms and Conditions

This Website is operated by GAIA Insights GmbH, Basel, to provide online information about and availability to GAIA Insights' Services. By accessing and using this Website, You agree to comply with and be bound by these Terms, as applicable to You.

1. Definitions

In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:

- (a) "GAIA Insights" means Gaia Insights GmbH, St. Johannis-Ring 54, CH-4056 Basel, Switzerland (CHE-499.809.857);
- (b) "Terms" means the terms and conditions set forth herein;
- (c) "You" or "Your" refers to any person who uses the Website or whose order of Services is accepted;
- (d) "Website" refers to the website at www.gaia-insights.com including without limitation any other designated sales pages, micro-sites and other online tools, facilities, services and platforms owned or managed by or on behalf of GAIA Insights;
- (e) "Services" means the solutions, products, features, offerings, programs and related Materials provided by GAIA Insights;
- (f) "Materials" means any documentation, articles, information, data, text, content, webpages, apps, social platforms, modules, workshops, games, webinars, coaching sessions, podcasts, online tools, design elements, look and feel, formatting, graphics, images, photographs, videos, music, audio, sounds and any other materials whether printed or digital contained in or provided via the Services or otherwise made available by GAIA Insights in connection with the Services.

2. Acceptance of These Terms

2.1 GAIA Insights' Services are available (a) online through our Website by executing a registration form, and (b) offline, including without limitation, through a Letter of Engagement signed by GAIA Insights with a client. By using the Website or by otherwise agreeing to be supplied with the Services online through our Website by executing a registration form that references these Terms, You acknowledge that you have read, understood and agree to be legally bound by these Terms and that Your use of the Website and the Services will be on these Terms. Where you agree to be supplied with Services offline, and other terms are stated and agreed, both terms will apply but those terms or agreements will prevail over these Terms.

2.2 GAIA Insights reserves the right, at our sole discretion, to modify these Terms at any time without giving prior notice. You are responsible for regularly reviewing these Terms and any

amended terms posted on the Website. Your continued use of the Website and/or Services constitutes Your agreement to these Terms as in force at the time of the use of the Website.

3. Price

Except as otherwise expressly agreed by GAIA Insights in writing, the price for the Services and what the price includes shall be the price mentioned on the Website, at the date of purchase. Supply of the Services may enable You to purchase optional non-refundable related products. These are separate from the price for the Services. Sales taxes (VAT) are charged if applicable.

4. Registration and Payment

4.1 Services can be supplied via a registration form available on the Website. An order on our Website does not constitute acceptance but an offer to GAIA Insights. Payment is required in full. The possibility of offsetting is excluded. On submission You will receive an automated summary of Your order. GAIA Insights reserves the right to decline Your order for any reason prior to confirmation. GAIA Insights will accept Your order by entering your registration into GAIA Insights' database and sending You an email confirming Your registration. Your purchase is valid only for the start date or specific time and duration specified for the Services booked.

4.2 If You elect to pay via PayPal, a receipt will be sent to You by email from PayPal confirming payment. PayPal will receive the information needed to verify and authorize Your payment card and to process Your order and they are obliged not to disclose this information to third parties. Please note that if You do not provide accurate details (including type of card and number) or if Your credit card company does not authorize payment, Your order will be deemed void. GAIA Insights will not accept any liability for costs incurred as a result of orders deemed void in this manner.

5. Cancellation, Refund and Transfer

5.1 GAIA Insights will make commercially reasonable efforts to avoid cancellations. However, GAIA Insights reserves the right to cancel, in whole or in part, any Services for any reason and at any time prior to or during the Services as GAIA Insights may deem necessary in its sole discretion. GAIA Insights also reserves the right to change, suspend or discontinue any aspect of the Services including any feature, activities, online platforms, experts, dates or content at any time without giving prior notice. In such event any liability by GAIA Insights shall be limited to (i) in the case of cancellation of 100% of the Services, up to 100% of the price paid; and (ii) in the case of cancellation of only a proportion of the Services, an amount (determined by GAIA Insights in its sole and reasonable discretion) of the cost of such relative portion(s) of the Services cancelled.

5.2 Notice of Your intent to cancel any Services supplied must be made by stating the reason in an email to info@gaia-insights.com. The effective date of the cancellation will be the first weekday following Your notice. For the avoidance of doubt, no refunds are applicable, unless otherwise expressly agreed in writing by GAIA Insights.

5.3 In the unlikely event GAIA Insights determines in its sole discretion that a refund is applicable, it will be processed within 60 days via bank transfer to the original payer. If You receive a refund for Services, You will have no further right to be supplied with the Services.

5.4 In the event You cannot use the Services and You have not yet accessed any of the Services or Materials, You may be permitted to transfer Your registration to another person prior to the start date. To request the transfer of Your registration, You must contact GAIA Insights at info@gaia-insights.com. GAIA Insights reserves the right to charge a transfer fee for such transfer prior to confirmation.

6. Intellectual Property Rights

6.1 Any information and/or content that can be seen, heard or otherwise experienced on the Website is protected by Swiss and international copyright, trademark and other laws, and constitute the intellectual property of GAIA Insights or its partners, affiliates or third parties. Except where expressly authorized, no Materials on the Website, provided through the Services or otherwise made available by GAIA Insights in connection with the Services may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. The GAIA Insights trademark and logo are proprietary marks and the use of those marks is strictly prohibited. Nothing herein gives You the right to use, copy, register as a domain name, reproduce or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by GAIA Insights or its partners or affiliates.

6.2 GAIA Insights or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs, whether registered or unregistered) in and related to all Services and Materials. You acknowledge that You do not own and shall not acquire any title, copyright or any other intellectual property rights in the Website and to the Services or any Materials and You shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with the applicable law.

6.3 Except as otherwise expressly stated on the Website, through the Services or in the Materials, the Services and the Materials are supplied solely for Your private information and educational, personal, non-commercial use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Services or the Materials and/or the Website is strictly prohibited without the express prior written consent of GAIA Insights.

6.4 All rights not expressly granted to You under these Terms are reserved to GAIA Insights or its licensors.

6.5 GAIA Insights or its licensors will retain copyrights on all authored Material including published images, graphics, sound files, video clips, and copy texts unless otherwise agreed. If you believe that any such copy right has been violated, please contact GAIA Insights GmbH at info@gaia-insights.com.

7. Warranties and Disclaimers

7.1 The Services and/or the Website may provide links or access to other third party websites or tools, which GAIA Insights does not monitor, give input to or have control over. You acknowledge and agree that GAIA Insights shall not be responsible in any way for the content or availability of any such websites or tools. You acknowledge that GAIA Insights provides such links or tools only as a convenience. The inclusion of any link or tool does not imply any kind of endorsement or warranty by GAIA Insights. This statement applies to all links and references made on the Website or in the Materials as well as to third party comments and additions made in online guest books, discussion and chat forums and mailing lists. GAIA Insights shall not be liable for any illegal, inaccurate or incomplete contents and especially for any sort of damages resulting from the usage or inability to use such links, tools or information presented by third parties.

7.2 GAIA Insights cannot and does not guarantee or warrant that files available for downloading through the Website, Services or Materials will be free of infection by software viruses or other harmful computer codes, files or programs planted there by third parties.

7.3 GAIA Insights makes no representation that the Service or Content is applicable or appropriate for use in locations outside of Switzerland. You agree to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.

7.4 GAIA Insights warrants that the Services and the Website shall be provided with reasonable skill and care, and that the Materials will be of satisfactory quality. Nevertheless You agree to assume total responsibility and risk for your use of the Website and Services and for evaluating the accuracy, completeness and usefulness of all content provided by the Website and/or the Services.

7.5 GAIA Insights will endeavor to make the Website and the Services available but does not warrant that the Website and/or the Services will operate continuously or will be uninterrupted, timely, secure or error-free, or that defects in the Website and/or the Services will be corrected, which could affect use of the Website and/or the Services.

7.6 The Website and/or the Services are provided on an “as is” and “as available” basis, and do not constitute professional advice, including but not limited to therapy. GAIA Insights does not accept any responsibility or liability for any loss which may arise from reliance on information contained on the Website and/or through the Services. Further, GAIA Insights does not warrant or make any representations concerning the accuracy, completeness, likely results or reliability of the use of the Services or the Materials, that You will successfully complete the Services or that any particular level of knowledge will be attained by You.

7.7 The above warranties are GAIA Insights only warranties and GAIA Insights makes no warranties, express or implied, and hereby expressly disclaims and negates all other warranties of any kind, express, implied, statutory or otherwise, including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property or other violation of rights.

8. Limitation of Liability

8.1 GAIA Insights shall not be liable to You or any third party acting as a result of information or views expressed in its Services.

8.2 To the maximum extent permitted by law, GAIA Insights will not be liable for any loss of, damages or costs whatsoever, including, but not limited to:

- (a) Any direct, incidental, consequential, exemplary or indirect damages arising out of the use of or inability to use the Website and/or the Services;
- (b) Any claim attributable to errors, omissions or other inaccuracies in the Website and/or the Services;
- (c) Loss of data or unauthorized access to or alteration of transmissions or data;
- (d) Statements or conduct of any third party on the Website and/or the Services;
- (e) Failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including loss of profits, anticipated profits, revenues or anticipated savings, goodwill or business opportunity);
- (f) Any other matter relating to the Website and/or the Services;

regardless of whether any of the matters listed above are foreseeable, known, foreseen or otherwise.

8.3 The maximum liability of GAIA Insights arising out of or in connection with any agreement made pursuant to these Terms or any collateral contract, whether in contract, tort (in each case concerning negligence) or otherwise shall in no circumstances exceed the amount paid by You to GAIA Insights.

8.4 Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Terms (except for a failure by You to pay for Your order of any Program) caused by unforeseen events beyond that party's reasonable control.

9. Indemnity

You understand and agree that You are personally responsible for Your behavior on the Website or when using the Services. You agree to protect, indemnify, defend and hold harmless GAIA Insights, its affiliates, business partners, licensors, employees, officers, current or future directors, owner(s), assigns and agents from and against all claims, suits, demands and causes of action of every kind and character without limit (including any costs, losses, expenses, liabilities or damages (including but not limited to direct, incidental, consequential, exemplary and indirect damages)), and including reasonable legal fees incurred by GAIA Insights resulting from or arising out of Your conduct. Your indemnity obligations include, but are not limited to, any third party claim against GAIA Insights for liability for payments for, damaged caused by, or other liability relating to You.

10. Privacy Policy

For information on data privacy, including the data disclosures we reserve the right to make, please refer to the data [Privacy Policy](#).

11. Use of the Website and Services

11.1 You are responsible for ensuring that Your computer system meets all relevant technical specifications necessary to use the Services and/or the Website, is compatible with the Services and/or the Website and is capable of running the Services and/or the Website content.

11.2 You must not attempt to interfere in any way with the proper working of the Website and/or the Services and in particular You must not attempt to circumvent security, tamper with, hack into, or otherwise cause damage to or disrupt any computer system, server, website, router or any other internet connected device.

12. Information, Registration, User Name, Password

12.1 If You supply any information or material to GAIA Insights or others via the Website or Services, You guarantee that You have the legal right to supply, post, or store such information or material and that doing so will not violate any law or the rights of any person or entity. You also agree to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Website or Services.

12.2 As a user of the Website and the Services, You may be required to create account/s with GAIA Insights. You warrant that the information You provide GAIA Insights is truthful and accurate, and that You are not impersonating another person. You are responsible for maintaining the confidentiality of any password/s You may use to access Your user account/s, and You agree not to transfer Your password/s or user names/s, or lend or otherwise transfer Your use of or access to Your user account/s, to any third party. You are fully responsible for all transactions with, and information conveyed to GAIA Insights under Your user account/s. You agree to immediately notify GAIA Insights of any unauthorized use of Your password/s or User name/s or any other breach of security related to Your user account/s. You agree that GAIA Insights is not liable, and you will hold GAIA Insights harmless, for any loss or damage arising from Your failure to comply with any of the foregoing obligations.

13. Termination and Access Restriction

GAIA Insights reserves the right, in its sole discretion, to terminate Your use of and access to the Website/and or the Services, in whole or in part, at any time without notice for any reason, including if You have breached or violated any of these Terms. GAIA Insights may discontinue the Website and/or Services or any portion of the Website and/or Services at any time for any reason.

14. General

14.1 GAIA Insights is committed to diversity and inclusion. If, in order to use the Website and/or Services, You have accessibility requirements such as large print or audio recording, please contact us via email: info@gaia-insights.com. GAIA Insights however does not guarantee to be able to meet Your request.

14.2 The Website and/or Services may contain typographical errors or other errors or inaccuracies and may not be complete or current. GAIA Insights therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Website and/or Services at any time without prior notice. GAIA Insights does not however guarantee that any errors, inaccuracies or omissions will be corrected.

14.3 Your use of the Services means that the terms and conditions set forth in the [Media Form](#) provided to you by GAIA Insights concerning Your informed consent and copyright of Your image, voice and other information are granted and accepted by You and You acknowledge and agree to such terms and conditions with respect to the Services.

14.4 GAIA Insights shall provide such experts and/or business partners to contribute to and/or deliver the Services as it, in its sole discretion, deems fit and GAIA Insights shall be entitled at any time to substitute any expert and/or business partner with any other person who, in GAIA Insights' sole discretion, deems suitably qualified.

14.5 There will be no replacement sessions or extra Materials for participants who miss a session provided via the Services or otherwise made available by GAIA Insights in connection with the Services.

14.6 You acknowledge and agree to assume total responsibility and risk for Your use of the Services, including any actions and consequences during or after the Services. If applicable, You acknowledge and agree that You have sufficient insurance coverage (including but not limited to health and accident, travel and personal liability) for the duration of the Services and that Your insurance coverage is valid and applicable in any relevant locations. If applicable, You must comply with all safety rules and regulations and any other reasonable security requirements that apply at any premises at which any part of the Services are provided. GAIA Insights reserves the right to remove the Services from You or anyone else whose behavior is deemed inappropriate by GAIA Insights, experts or business partners. In these circumstances, for the avoidance of doubt, no refunds are available.

14.7 Subject to clause 5.4, the benefits and obligations conferred by these Terms upon You are personal to You and shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of GAIA Insights.

14.8 These Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of their clauses.

15. Notices

15.1 Notices to GAIA Insights should be sent to info@gaia-insights.com or by post to the address mentioned in clause 1(a).

15.2 Notices to You may be sent by email. Notice will be deemed received twenty four (24) hours after the email is sent.

16. Law, Disputes and Jurisdiction

16.1 Every clause of these Terms will be construed, to the extent possible, so as to be valid and enforceable. If any clause so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such clause will be construed as closely as possible so as to affect the original intent of these Terms, and the remainder of the Terms will remain in full force and effect.

16.2 These Terms and any and all disputes, whether contractual or otherwise, arising out of or in connection with them are governed by and will be interpreted in accordance with the laws of Switzerland and are subject to the exclusive jurisdiction of the Courts of Switzerland (and venue in Basel City), to which jurisdiction You hereby irrevocably submit.

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