

# Terms & Conditions

Welcome to MIND+, an application (hereinafter referred to as "MIND+" "APP" or "APPLICATION") owned by PROGRESSUS VITAE S.A.S company with NIT 901.088.345, which offers its services, described later in this document. Through the MIND+ app, you and all people who use MIND+, whether or not they have registered, will be referred to in this document as USER(S).

The USER(S) who uses and enjoys MIND+ must know and accept the following Terms and Conditions of Use and the Privacy Policies (hereinafter the "TERMS"). PROGRESSUS VITAE S.A.S, a company with NIT 901.088.345, is committed to protecting the USER's information in accordance with the laws, legal provisions and other Colombian regulations that regulate data protection, privacy or information management, such as Law 1266 of 2008. , the Consumer Statute Law 1480 of 2011 and other regulations that are consistent with public order.

The Website is owned by Mind+. These Terms & Conditions of Use (this "Agreement") apply to all of the products, services and websites offered by Mind+, the mobile or tablet versions thereof, any Mind+ software, and any applications created by Mind+ whether available through a social networking site or its subsidiaries or affiliated companies, and any Content (as defined herein) appearing on any of the foregoing (collectively, the "Services"). Please note that the availability of any Mind+ applications on a social networking site, mobile or tablet device, internet television or other technology platform does not indicate any relationship or affiliation between Mind+ and such social networking site, mobile or tablet device, or internet television or other technology platform.

## **PLEASE READ THIS TERMS OF USE AGREEMENT VERY CAREFULLY BEFORE USING THE WEBSITE.**

### **1. Acceptance of Terms**

This Agreement sets forth legally binding terms for your use of the Website. By using the Website, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse the Website) or you are a "Member" (which means that you have registered on the Website as a user) and you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you do not accept the terms of this Agreement, you should leave the Website and discontinue use of the Service immediately. We may modify this Agreement from time to time, and such modification shall be effective upon its posting on the Website. You agree to be bound by any modification to this Agreement when you use the Website after any such modification is posted; it is therefore important that you review this Agreement regularly.

## **2. General Registration Requirements**

If you wish to become a Member, communicate with other Members and otherwise make use of the Service, you must read this Agreement and indicate your acceptance during the registration process. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form available on the Website (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Mind+ reserves the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof) at any time. Use of the Service and membership on the Website is void where prohibited.

Content (as defined in Section 6 of this Agreement) on the Website is provided to you "AS IS" for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of Mind+. Mind+ reserves all rights not expressly granted in and to the Website and the Content.

You may access Website and Content as available: for your information and personal use; as intended through the normal functionality of the Mind+ Service; and for Streaming, ("Streaming" or "Stream" means a contemporaneous digital transmission of an audiovisual work via the Internet from the Mind+ Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user).

## **3. Health Disclaimer**

Mind+ provides various information on its Website and offers various services. The content on our Website is for reference and educational purposes, is not assured to be true, correct, or accurate, and is not intended to be complete or exhaustive or to provide any medical advice, diagnosis, or treatment. You should not consider or rely on any Mind+ information or services for any professional advice, diagnosis, or treatment, including any mental health concerns. No action should be taken, delayed, or deferred based on our Website or statements. We make no claims, representations, assurance or guarantees concerning our Website or the Services. Always consult with a qualified and licensed physician or other healthcare professional and follow their advice without delay regardless of any of the Content or the Services.

You acknowledge and agree that you have obtained the approval of your healthcare provider before using any of the Services. You bear sole and exclusive responsibility for your use of our services, and you acknowledge and agree neither we nor any of our employees, contractors or agents shall have any liability to you for any injuries arising from your use of the Services. Insofar as you participate in any of the Services, such as individual or group mediation sessions, you represent and warrant that you are in sufficient physical and mental health to engage in such Services and that you lack any disability or condition that may impair your health or otherwise put you at risk of hurting yourself. If during your participation in the Services you feel uncomfortable or pain, or otherwise think you have a medical emergency, you should immediately cease your participation and call your doctor or 911 immediately.

Meditation postures, in all its forms and with or without the use of equipment such as blocks, cushions, pillows or any other equipment that may be suggested by a Mind+ instructor, is a strenuous physical activity. All suggestions and comments relating to the Services, including the use of equipment, poses, moves and instruction, are not required to be performed by you and are carried out at your election.

By using the Website, you represent that you understand that meditation involves holding certain postures, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities from Mind+, you will not exceed your limits while performing such activity. You understand that, from time-to-time instructors may suggest physical adjustments or the use of equipment and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You understand that your physical and mental conditions may worsen after using the Services from us.

You knowingly, irrevocably, and expressly waive and release any claim you may have at any time for damages, harm, loss, or injury of any kind against Mind+, or any person or entity affiliated with Mind+, including without limitation its directors, principals, instructors, independent contractors, employees, agents, contractors, affiliates and representatives, arising from, relating to, concerning or by reason of your using the Website or our services.

OUR WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". WE MAKE NO, AND HEREBY DISCLAIM ANY, WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE AS TO THE WEBSITE, THE CONTENT THEREON AND OUR SERVICES. FURTHER, WE DISCLAIM ANY WARRANTY THAT THE SITE WILL BE AVAILABLE AT ALL TIMES OR WILL OPERATE WITHOUT INTERRUPTION OR ERROR. WE MAKE NO WARRANTY AS TO THE RELIABILITY, ACCURACY, TIMELINESS, USEFULNESS,

ADEQUACY, COMPLETENESS OR SUITABILITY OF THE SERVICES OR INFORMATION PROVIDED THROUGH THE SITE. NEITHER WE, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SERVICES PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES YOU MAY SUFFER OR CAUSE THROUGH YOUR USE OF THE SITE OR SERVICES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE SITE. THESE LIMITATIONS SHALL APPLY WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED IN CONTRACT (INCLUDING, BUT NOT LIMITED TO, BREACH OF WARRANTY), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

## **4. Minors**

Mind+'s content is not directed to persons under eighteen (18) years of age, and by visiting the Website or using the Services you are representing that you are eighteen (18) years of age or older.

## **5. Member Account, Password and Security**

If you register on the Website, you will be required to choose a password and user name, and you may be asked for additional information regarding your account, such as your e-mail address. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Mind+ of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session.

Members of Mind+ may not share, give or sell their password or username to any other person or entity. Excessive viewings or logins by any Member will be construed by Mind+ as fraudulent use of the Website. You may never use another Member's account without prior authorization from Mind+.

Mind+, at its own discretion, reserves the right to cancel, without a refund, any membership it believes has been compromised, or is being used fraudulently.

## 6. Your Content

Mind+ does not control the Content posted via the Website and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You, and not Mind+, are entirely responsible for all Content that you post, email, transmit or otherwise make available via the Website.

As such, you agree not to use the Service to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content" means the transmission of information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other materials generated by a user) that: is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person; exploits people in a sexual or violent manner; contains nudity, violence, pornography, sexually explicit material or offensive subject matter; provides any telephone numbers, street addresses, last names or email addresses of anyone other than you; promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; violates any intellectual property or other proprietary right of any third party, including Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files; involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page); furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; solicits passwords or personal identifying information from other Members; involves commercial activities and/or sales without Mind+'s prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes; includes a photograph of another person that you have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; denigrates, ridicules, or demeans another person; or contains a virus or other harmful component.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Mind+ servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

Notwithstanding the foregoing, you understand that by using visiting our Website or the Services, you may be exposed to Content that you deem offensive, indecent or objectionable.

By posting, displaying, publishing, transmitting or otherwise making available any Content on or through the Website or the Service, you hereby grant to Mind+ a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, adapt, translate, create derivative works, publish, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through the Website, in print, or in any other format or media now known or hereafter invented, without prior notification, compensation, or attribution to you, and without your consent. If you wish to remove any Content from the Service, your ability to do so may depend on the type of Content, the location and manner in which it is posted, displayed, published, transmitted or otherwise made available, as well as other factors. You may contact us to request the removal of certain Content you have posted, displayed, published, transmitted or otherwise made available, but Mind+ has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. Notwithstanding the foregoing, a back-up or residual copy of any Content posted, displayed, published, transmitted or otherwise made available by you may remain on Mind+'s servers after the Content appears to have been removed from the Website, and Mind+ retains the rights to all such remaining copies. You represent and warrant that: (a) you own all right, title and interest in all Content posted by you on or through the Website or the Service, or otherwise have the right to grant the license set forth in this section, and (b) the Posting of your Content on or through the Website or Service does not violate the privacy rights, publicity rights, copyrights, publishing, trademarks, patents, trade secrets, contract rights, confidentiality, or any other rights of any third party.

## **7. Interactions Between Members**

You are solely responsible for your interactions with other Members. Mind+ reserves the right, but has no obligation, to monitor or mediate disputes between you and other Members.

## **8. Rejection/Removal of Content**

You acknowledge that Mind+ may or may not pre-screen Content posted on the Website, that Mind+ is not responsible for behavior or comments of professionals and/or students and/or music on the Website, but that Mind+ shall have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Service, for any reason. Without limiting the foregoing, Mind+ shall have the right to remove from the Website any Content that violates this Agreement or is otherwise objectionable in the sole discretion of Mind+.

If you become aware of misuse of the Service by any person, please contact Mind+.

In addition to the foregoing, Mind+ reserves the right in its sole discretion to immediately suspend and/or terminate access to the Service or the Website by any user who is alleged to have infringed on the intellectual property rights of Mind+ or of a third party, or otherwise violated any intellectual property laws or regulations. Mind+'s policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Mind+ to delete, edit, or disable the material in question, you must provide Mind+ with all of the following information:

(a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;

(b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

(c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Mind+ to locate the material;

(d) information reasonably sufficient to permit Mind+ to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted;

(e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to Mind+ by e-mail with a return receipt acknowledgement.

## **9. Termination or Suspension of Account**

Mind+ reserves the right to terminate your account or your access to the Website immediately, with or without notice to you, and without liability to you, if Mind+ believes that you have breached any of the terms of this Agreement, furnished Mind+ with false or misleading information, or interfered with use of the Website or the Service by others.

## **10. Preservation/Disclosure**

Mind+ may access, preserve and disclose any Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to:

- (a) comply with legal process nationally or internationally;
- (b) enforce this Agreement;
- (c) respond to claims that any Content violates the rights of third parties;
- (d) respond to your requests for customer service; € protect the rights, property or personal safety of Mind+, its Members and the public; or
- (f) pursuant to the terms of the Privacy Policy.

## **11. Security Components**

You understand that the Website and software embodied within the Website may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Mind+ and/or content providers who provide content to Mind+. You may not attempt to override, disable, circumvent or otherwise interfere with any such security components and usage rules embedded into the Website.

## **12. Proprietary Rights**

All materials on the Website, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software and other elements (collectively, "Material") are protected by copyrights, trademarks and/or other intellectual property rights owned and controlled by Mind+ or by third parties that have licensed or otherwise provided their material to Mind+. You acknowledge and agree that all Materials on the Website are made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere on the Website, no Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Mind+'s prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorized attempt to modify any Material, to defeat or circumvent any security features, or to utilize the Website or any part of the Material for any purpose other than its intended purposes is strictly prohibited.



## **13. Non-commercial Use**

The Service may not be used in connection with any commercial purposes, except as specifically approved by Mind+. Unauthorized framing of or linking to any of the Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles and Content without notice and may result in termination of membership privileges.

## **14. Third Parties & Third Party Content**

Our Website contains Content of Mind+, and Content of third party licensors to Mind+ (including content provided by users of the Website, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. Mind+ owns and retains all rights, title and interest in the Mind+ Content. Mind+ hereby grants to you a limited, revocable, non-sublicensable license to Stream and/or view the Mind+ Content and any third party Content located on or available through the Website or Service (excluding any software code therein as set forth above) solely for your personal, non-commercial use in connection with viewing the Website and using the Service. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through the Website or Service.

Any dealings with third parties included within or on the Website involving the delivery of and payment for goods and services, or any other terms, conditions, warranties, or representations associated with such third parties, are solely between you and that third party. Mind+ is neither responsible nor liable for any part of such dealings or promotions. Any reference to any third party or the products or services of any third party on the Website does not constitute an endorsement or recommendation of such third party or the product or services of such third party by Mind+ or any of its employees, officers, independent contractors, agents or other representatives. Any reference to any third party on the Website is provided to you for informational purposes only. Mind+ encourages you to conduct your own research and due diligence regarding such third parties and their products and services. While Mind+ works to ensure the information on the Website is current and accurate, Mind+ does not warrant the accuracy of any information contained on the Website (including information provided by instructors) or its fitness for any particular purpose.

The Website and the Services, including the Content, may contain links to other sites owned by third parties (i.e., advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their website. Mind+ does not assume any responsibility or liability for the actions, product, and

content of any such website. Before you use any third party website, you should review the applicable terms of use and policies for such website. The inclusion of a link in any of the Website does not imply Mind+'s endorsement of such third party website. If you decide to access any such linked website, you do so at your own risk.

## **15. International Use**

Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **16. Free Trial, Pricing & Billing**

Mind+'s free trial is available to all new users. We require that you provide a valid credit or debit card ("Payment Source") at the time you register for a free trial to ensure that you have continued access to your membership after the expiration of the free trial period ("Free Trial"). Mind+ will not bill your account until the Free Trial has expired and provided that you have not cancelled your account during the Free Trial period. You may only use a Free Trial once. Mind+ reserves the right to terminate any account that is using or trying to use more than one Free Trial.

Following the free trial, to ensure uninterrupted service, all Mind+ subscriptions are renewed automatically using the credit card on file. Billing continues on a monthly or yearly basis based on the selected option during signup until the subscription is canceled. All sales are considered final and refunds will not be issued.

Special prepaid memberships will be recurring and will renew automatically on the expiry date.

When you purchase a membership subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe. If Mind+ later increases the price of the subscription, Mind+ will notify you. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

You may cancel your subscription at any time under the My Account tab in the web or through iTunes or Google Play settings and subscriptions.

If membership is terminated due to a violation of this Agreement, Mind+ will not reimburse the Member for the remainder of any paid month or year, nor will reimbursements be made for membership cancellations prior to any monthly or yearly renewal date.

## **17. Limitation on Liability**

In no event shall Mind+, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (I) errors, mistakes, or inaccuracies of content, (II) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Website, (III) any unauthorized access to or use of Mind+ secure servers and/or any and all personal information and/or financial information stored therein, (IV) any interruption or cessation of transmission to or from the Website, (V) any bugs, viruses, Trojan horses, or the like, which may be transmitted to or through the Website by any third party, and/or (VI) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Mind+ is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Mind+ shall not be liable for content posted by users or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

No communication of any kind between you and Mind+ or a representative of Mind+ shall constitute a waiver of any limitations of liability hereunder or create any additional warranty not expressly stated in the terms of use.

## **18. Indemnity**

You agree to defend, indemnify and hold harmless Mind+, its subsidiaries, affiliates, subcontractors, officers, directors, employees, consultants, representatives and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees and costs) arising from: (i) your use of and access to the Website; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your submissions of Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Website.

## **19. Modification and Discontinuation**

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently the Service or any of the Website (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Service or the Website.

## **20. Waiver and Severability of Terms**

The failure of Mind+ to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement 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 this Agreement remain in full force and effect.

## **21. Statute of Limitations**

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 Website, the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## **22. Governing Law and Venue**

This Agreement shall be governed by the laws of Colombia, without respect to its conflict of laws principles. Any claim or dispute between you and Mind+ that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Colombia.

You agree that: (a) the Website shall be deemed solely based in Colombia; and (b) the Mind+ Website shall be deemed a passive website that does not give rise to personal jurisdiction over Mind+, either specific or general, in jurisdictions other than Colombia.

## **23. Questions**

If you have any questions or comments regarding this Agreement or the Website, feel free to contact us by e-mail.