

Terms and Conditions

Welcome to nlpmindcentre.com

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before using any NLP Mind Centre’s digital or downloadable resources, online course, or certification program through this third-party program and/or website, www.nlpmindcentre.com and drkamphd.com (collectively “**the Program**”). You hereby agree to comply with and be bound by the terms and conditions set out herein below and accept our privacy policy.

If you do not agree with these TOUs, you may not use the Program. By using the program, you agree to be bound by the TOU.

1. The Program

- a. You will receive as part of the Program:
 - i. All Program materials, including videos, audio, worksheets, and homework assignments (whenever available);
 - ii. Private online community (optional);
 - iii. Upon completion of all modules and homework, official certification from NLP Mind Centre and logo for certification to use in marketing materials
 - iv. Anything of relevance as approved by nlpmindcentre

Any pertinent materials that we have approved may be distributed within 12 days prior to the commencement of any activity that we have approved. In the event you have refunded and/or applying for a refund, you agree to not be given any relevant materials normally received with the Program.

You agree not to use the Program and/or website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Program and/or website.

Our rights under these Terms remain unaffected, and we reserve the right to enforce them in the future, even if we are slow to exercise them or fail to exercise them in a particular situation. We do not automatically give up our rights going forward or in general just because we choose to forego any of our rights in a certain situation.

Participations

NOTE TO MINORS: You acknowledge that your parent or guardian has reviewed, understood and agreed to the terms below. Children under the age of 13 are not permitted to use this Program. Children between the ages of 13 and 18 must ask for their parent's or guardian's permission and agreement to these TOUs before viewing our Program.

NOTE TO PARENTS/GUARDIANS OF MINORS: You acknowledge that you have reviewed, understood and agreed to the terms of this Agreement (such terms being interpreted as if they applied both to you and your minor child/ward) and have the legal authority to enter into this Agreement on behalf of your minor child/ward.

Modification

We reserve the rights to change any of the terms and conditions as set out herein at any time without any prior notice. Such modification shall become effective immediately upon the posting thereof. Your continued use of the Program and/or website following such changes shall constitute your agreement to the revised terms and conditions.

When using the nlpmindcentre platform and services, you are not permitted to access, alter, or use any of the following:

- nlpmindcentre computer systems, the technical delivery systems of nlpmindcentre service providers, or non-public sections of the platform (including content storage).
- Try to probe, scan, or test the vulnerability of any of our systems, or disable, tamper with, or circumvent any security-related aspects of the platforms.
- Modify, copy create a derivative work of, reverse assemble, reverse engineer or otherwise attempt to discover any source code of or content on the nlpmindcentre platform or Services. You are prohibited from using robots, scrape, spider webs, or any other type of automated method to gain access to the Services.
- Access, search, or attempt to search our platform by any other method—automated or not—than through the search features we now have available through our program and/or website, mobile applications, or API (and only in accordance with those terms and conditions). It is prohibited for you to use robots, scrape, spider webs, or any other type of automated method to gain access to the Services.
- Use the Services in any way to send modified, fraudulent, or false source-identifying information (e.g., sending emails purporting to be from nlpmindcentre); or disrupt, interfere with, or attempt to interfere with, the access of any user, host, or network. Examples of such actions include sending viruses, overloading, flooding, spamming, or mail-bombing the platforms or services, or engaging in any other activity that interferes with or places an excessive burden on the Services.

Accuracy

We attempt to be as accurate as possible when describing our products and services on the Program and/or website.

All information displayed on the Program and/or website, which include but shall not be limited to photographs, appearances or any other information displayed is for **information purposes** only and shall not be binding on us.

We do not warrant that any description of the product and/or service whether visual, oral and or verbal is accurate, current and free from error.

Any typographical, clerical or other error and / or omission in any quotation, invoice or other documentation/ information provided by nlpmindcentre shall be subject to correction without any liability on our part.

Disclaimers

You hereby agree that your use of the Program and/or website is at your own risk. This Program and/or website and all contents of the Program and/or website are provided on an 'as is' and 'as available' basis with no warranties expressed or otherwise implied relating to the accuracy, fitness for purpose, compatibility or security of any components of the Program and/or website. We shall not be liable for any damages of any kind related to your use of the Program and/or website.

We do not guarantee uninterrupted availability of the Program and/or website and cannot provide any representation that using the Program and/or website will be error free.

Association Between Us

We both agree that there is no employer, contractor, joint venture, partnership, or agency connection between us.

Comments / Feedback

All comments and feedback posted on the Program and/or website shall belong to us.

You are under no obligation to supply nlpmindcentre with any feedback, comments, or recommendations you may have about nlpmindcentre or the Services; we shall be allowed to use them anyway we see fit.

You hereby agree and acknowledge that no comment(s) submitted to the Program and/or website will violate any rights of any third party, including copyrights, trademarks, privacy of other personal or proprietary right(s) or shall be in breach of any laws or regulations.

You hereby further agree that there shall be no unlawful, defamatory, abusive, and/or obscene material(s) published on the Program and/or website towards us, our products and services or any of our employees, affiliates and/or other members of the community.

Without prejudice to our rights to seek legal redress against such actions, we shall be entitled to refuse services to anyone found to be in breach of this terms as provided for within the clauses below.

You license nlpmindcentre to use and share this content with anyone, distribute it and promote it on any platform and in any media, and to make modifications or edits to it as we see fit when you post content, comments, questions, reviews, and when you submit to nlpmindcentre ideas and suggestions for new features or improvements.

In technical terms, you grant nlpmindcentre a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute your content **(including your name and image)** in any and all media or distribution methods (now in use or later developed) by submitting or posting content on or through the platforms. This includes granting access to your material to other businesses, groups, or people who collaborate with nlpmindcentre in order to use it for marketing initiatives and for the syndication, broadcasting, distribution, or publication of content on other media. To the extent permitted by relevant law, you also waive any rights of publicity, privacy, or other similar rights applicable to any of these uses.

To the extent permitted by relevant law, you also renounce all rights of publicity, privacy, or other similar rights with regard to all of these uses. You guarantee and indicate that you possess all the necessary authorization, power, and authority to allow nlpmindcentre to utilize any content you provide. Additionally, you consent to any such uses of your content without paying you any money.

By downloading, printing, or otherwise using the Program or Content for personal use, you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorised use of any materials found in the Program or Content shall constitute infringement.

You must receive our written permission before using any of the Program or Content for your own commercial use or before sharing with others.

Indemnity

You hereby agree to indemnify and hold nlpmindcentre and our employees harmless from any and all claims, demands, actions, proceedings, liabilities made by any third party due to or arising from your use of the Program and/or website and / or your breach of the terms and conditions of the use of the Program and/or website. You use the material and/ or content from nlpmindcentre at your own risk.

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with (i) your use of the Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's program and/or

website or any third-party forum or program and/or website operated by the Company, (iv) your use of materials or features available on the Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

You might be exposed to content that you find offensive, obscene, or objectionable while using the Services. To the extent permitted by relevant law, nlpmindcentre disclaims any duty for your access to or enrolment in any course or other content, as well as any obligation to keep such content hidden from you. This also holds true for any material about fitness, wellness, and health (mental and/or psychological). You accept that there are risks and hazards associated with the demanding nature of these kinds of content, and that by viewing them, you knowingly undertake all such risks, including the possibility of disease, physical and/or mental harm, disability, or death. You take complete responsibility for the decisions you make in advance of, during, and following your access to the material.

You have to exercise caution about what personal information you provide when you engage in direct communication with other students. For your own protection, you shouldn't divulge your email address or any other personal information with other students.

Force Majeure

The Company will not be deemed to have breached these TOU for any delay or failure in performance caused by events out of its reasonable control, including acts of God or a public enemy; natural disasters or calamities; epidemic or pandemic; failure of a third party to perform; changes in the laws or regulations; actions or executive orders of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Company.

Link to other sites

We may from time to time display links to other third party Program and/or program and/or website on the Program and/or website for the purposes of advertising, recommendations and/or general information relating to the product and/or service being sold.

You hereby agree and acknowledge that any access via links to third party Program and/or websites are done at your own risk and we shall not be liable for any loss/ damages arising from the connection with any third party Program and/or website.

Cookies Policy

By accessing the Program and/or website, you are hereby deemed to have read and accepted our cookies policy. Through cookies, we are able to collect information that we use to improve our services and product(s), keep count of return visits to our Program and/or website or our advertisers' or partners' Program and/or website, collect and report on aggregate statistical information, authenticate your login credentials, or manage multiple instances of our services and products(s) in a single browser.

Third Party Cookies

Should there be any advertisers and third-party advertising partners that deliver ads to you through the Program and/or website and place or recognize a unique cookie on your hard drive for data collection and advertising purposes, we do not have access to or control over such cookies placed by advertisers and other third parties and shall not be liable for any damage and/or loss which may be suffered by you while accessing our Program and/or website.

Unauthorized Use

Use of any materials found in the Program or Content other than that expressly authorised in this agreement or by a separate written assignment is prohibited ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000, whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

Request for Permission to Use the Content

If you wish to use any of the Content or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by emailing nlpmindcentre@gmail.com.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Program and Content.

Privacy Policy

All Personal Data provided to nlpmindcentre will be handled, stored, and processed according to our Privacy Policy as set out in our program and/or website ("Privacy Policy"). By accepting these Terms and Conditions, you acknowledge that you have read and agree with the Privacy Policy and consent to our collection, use and disclosure of your Personal Data as set out in the Privacy Policy.

Assets and Copyrights

All materials, including images, illustrations, designs, icons, photographs, video clips, and written and other materials accessible on or through the Company program and/or website, any third-party program and/or website the Company may use to distribute or host the Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws. In other words "Contents of the Program" are copyrights, trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by nlpmindcentre.

We own the nlpmindcentre platform and Services, which include the program and/or website, any current or upcoming apps and services, as well as assets including our code, logos, APIs, and staff-generated material. They cannot be altered, nor used without permission.

nlpmindcentre and its licensors own all right, title, and interest in and to the nlpmindcentre platform and Services, including our program and/or website, our current and future applications, our APIs, databases, and the content our partners or employees submit or provide through our Services (but not content provided by instructors and students). Copyright, trademark, and other laws from Malaysia and other countries protect our platforms and services. The use of the nlpmindcentre name or any of its trademarks, logos, domain names, and other distinguishing brand elements is prohibited.

Enrolment and Access Terms and Conditions

Order and Specifications

You may purchase our product(s) and/or services as displayed on the Program and/or website by completing our order form attached hereto and emailing and/or Whatsapping the completed order form back to **nlpmindcentre.com**. We reserve the right to not accept any offer to purchase any of our product(s) and/or services if the order form is not complete or for any reason whatsoever. In particular if you fail to furnish nlpmindcentre your full name (in accordance with your NRIC or passport), address, contact number and whether the product

and/or service ordered shall be delivered by nlpmindcentre or collected by you at our outlet.

All orders shall be subject to our acceptance at our sole and absolute discretion and we shall be entitled to refuse or cancel any orders without giving reasons to you prior to our confirmation by email or Whatsapp of our acceptance of your offer to purchase. Our acceptance shall be emailed and/or Whatsapped to you via the contact details provided by you in the order form.

In the event, after accepting your order but before delivery / collection of your order, the product(s) and/or service you ordered becomes unavailable, we reserve the right to cancel your order. Any payment made by you shall be refunded.

We may use prominent methods to alert you of any significant changes course content and anything relating to the course, like publishing a notice on our services or sending an email notice to the email address. Unless otherwise indicated, modifications take effect on the day they are posted. Once modifications go into effect, you will be deemed to have accepted them if you keep using our services. All prior Terms shall be superseded by any amended Terms.

Delivery / Collection

We will state in our acceptance email and/or Whatsapp the estimated time of delivery / collection of the product(s) and/or services ordered by you.

Nlpmindcentre is the content licensor; as a student, you are obtaining a license from nlpmindcentre to see the content via the nlpmindcentre platform and Services when you enroll in a course or other content, whether it is free or paid content. Instead of being sold to you, content is licensed. You may not resell the work in any way under the terms of this license, including by disclosing information to a buyer or downloading it unlawfully and posting it to pirate program and/or websites.

In fuller, legally-mandated language, nlpmindcentre grants you (as a student) a limited, non-exclusive, non-transferable license to access and view the content for which you have paid all applicable fees through the Services, only for your own personal, non-commercial educational purposes, subject to these Terms and any limitations or conditions pertaining to the specific feature or content of our Services. Any other usage is strictly forbidden. In a written agreement signed by an authorized nlpmindcentre representative, you will not be permitted to reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sublicense, or use any content in any other way unless we specifically grant you permission to do so. This also holds true for any content that you can access using one of our APIs.

These Terms, along with the permissions and rights granted hereunder, may not be assigned or transferred. It is not possible to transfer the course content

and anything relating to the course to another person. We may without restriction assign these Terms to another business or individual, together with the rights and licenses granted under them. Nothing in these Terms grants any third-party person or entity any privilege, right, or remedy. You acknowledge that no rights under these Terms, including those related to the course content and anything relating to the course, are transferable and that they expire upon your death.

In the event that we decide or are required to disable access to the material for legal or policy reasons, we reserve the right to revoke any license to access and use any content at any time. We maintain the right, at any moment, to discontinue offering Q&A or instructional support related to the content.

THE ISSUANCE OF THE COMPLETION CERTIFICATE SHALL BE AT THE SOLE DISCRETION OF THE NLP MIND CENTRE AND ITS AGENTS, WHO SHALL ACT AS THE FINAL JUDGE OF SATISFACTORY PERFORMANCE AND ATTENDANCE. THE NLP MIND CENTRE RESERVES THE RIGHT TO WITHHOLD THE COMPLETION CERTIFICATE IF IN THEIR OPINION, THE STUDENT'S PERFORMANCE FALLS SHORT OF THE REQUIREMENT. SUCH JUDGMENT SHALL BE FINAL AND BINDING.

We occasionally have content specials and promotions, offering some content at a discount for a predetermined amount of time. The cost that applies to the material will be the one that appears when you check out and finish your purchase of the content.

All charges for goods and/or services will be made in **Ringgit Malaysia (RM)**, and we retain the right to alter the stated currency at any time and without prior notice.

You consent to pay the fees associated with the content you purchase, and you give nlpmindcentre permission to charge your credit card, debit card, or other payment method for those fees. In order to give you the most practical payment options available in your nation and to protect your payment information, nlpmindcentre collaborates with payment service providers. Your method of payment options may be changed at any time at our discretion.

By completing a purchase, you consent to refrain from using a fraudulent or unapproved payment method. Payment is only recognised when there is a credit in the nlpmindcentre financial account(s) for the required amount. If we do not receive sufficient payment for any content, we reserve the right to disable access to it.

Other Product(s)

With regards to other product(s) sold by us, you have the option of either collecting the product(s) ordered from our outlet or have the product(s) ordered delivered to you.

In the event you opt to collect the product(s) yourself, you shall hereby agree to the terms and conditions as stated above with regards to the collection of the product(s).

In the event that you opt for delivery of other product(s) and/or services to you, all delivery timelines quoted for the product(s) and/or services ordered are merely estimates and may be subject to delays. The time for delivery of the product(s) and/or services ordered are not of essence and we shall not be liable for any delay in the delivery whatsoever.

There will be a delivery charge for the delivery of the physical product(s) to your address. This is not applicable if the physical product(s) ordered is collected by your good-self at our outlet.

You are entitled to return the product(s) only on grounds that they are substantially damaged (provided that such damage is not caused by you) and within seven (7) days upon receipt of the product(s). Any such return shall be made by you at our outlet.

In exchange of the substantially damaged product(s) and free gifts(s) (if any), we will refund you the purchase price of the said damaged product(s) in cash. Under no circumstances shall we be liable to refund you more than the purchase price paid or for any other loss and damages suffered by you.

Purchase Price

All prices listed on the Program and/or website shall be deemed to be final and non-negotiable unless as stated otherwise.

Kindly note that we reserve the right to vary the price of the products and/or services displayed at the Program and/or website and any other details of the product and/or services without any prior notice.

Method of Payment

In the event that you are collecting any product(s) from the outlet, payment of the purchase price shall be made by you to nlpmindcentre at the outlet upon inspection of the product(s).

Payment for the product(s) and/or services made by way of delivery shall be made by you to nlpmindcentre on or before the date of delivery as stated in our acceptance email / WhatsApp. All payment must be made before the despatch of the product(s) and/or services to you.

Payment in advance shall be made by funds transfer to our financial account as stated in our acceptance email / WhatsApp. Any relevant charges for the transfer payment shall be borne by you.

Payment, Substitutions and Refunds

We provide a flexible substitution approach in case you are unable to attend the scheduled session. You may choose to send someone else from your company by previous arrangement and after informing nlpmindcentre via email (nlpmindcentre@gmail.com) (subject to our agreement). In the event that you are unable to attend and cannot arrange for someone else to take your place, the following fees will be charged:

- If a cancellation is notified at least 31 days before to the workshop, there will be a ten percent administrative fee deducted from the refund.
- If a cancellation is notified at between 30 to 14 days before to the workshop, there will be a fifty percent administrative fee deducted from the refund.
- There will be no reimbursement for cancellations made less than 14 days prior to the training session.

In the event that you are unable to attend the scheduled session, you may choose to send someone else from your company by previous arrangement after informing nlpmindcentre via email (nlpmindcentre@gmail.com) (subject to our agreement) at least 14 days before the commencement of the course. In this situation, you agree that all course content and anything relating to the course, including but not limited to the certificate of completion will be given to that person and not you.

At our discretion, we reserve the right to deny your refund, restrict you from receiving any further refunds, and/or restrict all future use of the Services if we believe you are abusing our refund policy, such as if you've consumed a significant portion of the content that you want to refund or if you've previously refunded the content.

Risk and property of the Physical Product(s)

All risk in and title to the physical product(s) shall pass to you at the time of delivery / collection provided always that full payment of the purchase price of the product(s) has been fully settled by you.

Nothing in any of the courses or coaching sessions should be construed as legal, medical, or other professional advice; all information is provided solely for informational purposes. Participants assume full responsibility for any risks and damages are not entitled to pursue legal action against nlpmindcentre or any of its owners, employees, agents, or representatives.

Warranties and Remedies

No condition is made or to be implied nor is there any warranty given or to be implied as to the condition of the product(s) and/or services sold. The product(s) and/or services is sold on an "as is where is" basis and there are no warranties for the condition of the product(s) and/or services sold.

Methods of Communication

All methods of communication by us, our employees and/or our affiliates to you will be in the methods prescribed in our program and/or website.

We reserve the right to amend and/or vary our methods of communication to you without prior notice, and shall be deemed to be final.

Refusal of Sale of the Product(s)

We reserve the right at all times, at our sole and absolute discretion and without prior notification to reject and/or refuse any transaction in the event that:

- i. We have reason to believe that the transaction may violate any laws, rules and/or regulations that may or otherwise subject nlpmindcentre and our affiliates to any liability or obligations;
- ii. You and/or your representative violates any of the Terms and Conditions contained herein.

Subject to any taxes and/or charges that may be incurred in the performance of our obligations, we will refund any monies that have been paid to nlpmindcentre within 30 working days in exchange of the product(s) and free gift(s) (if any).

You agree that you will not receive a refund if we determine that you violated any of our terms and conditions prior to, during, or after the program.

Behaviour Rules

We have the ability to get in touch with the students who have signed up for our classes or other materials. You have to follow the law and show consideration for the rights of others. You are not allowed to publish any reviews, questions, answers, courses, or other materials that are against the applicable local, state, or federal laws or regulations of your nation. Any courses, materials, and activities you post or undertake on the platform and Services are entirely your responsibility.

At any time, with or without prior notice, we may limit or terminate your access to our platform and services for any reason, including violating these terms, failing to pay fees when they are due, requesting fraudulent chargebacks, responding to requests from law enforcement or other government agencies, being inactive for extended periods of time, experiencing unforeseen technical difficulties, suspecting that you are involved in fraudulent or illegal activity, or for any other reason at our sole discretion. We have the right to bar you from

using our services and to access the platforms in the future. You acknowledge that if we remove your content or prevent you from accessing our services, we won't be held accountable to you or any third party.

When accessing or utilizing the Interactive Sessions, you are not permitted to do the following:

- Use the Interactive Sessions for any reason other than carrying out the tasks as directed by nlpmindcentre
- Offer forum, database, or web access; additionally, on or through the Interactive Sessions, mine cryptocurrency;
- Use any data or information other than simulated, anonymous, non-personal, non-live data or information when accessing or using the Interactive Sessions
- Access or use the Interactive Sessions in any commercial production environment
- Take any action in the Interactive Sessions that results in a disruption or interference of our Services or the stability of our infrastructure.

Bad Behaviour

Disruptive behaviour disorders are patterns of behaviour that seriously interfere with every day relationships and functioning. These actions frequently endanger the security of individuals or social standards.

We reserve the right to deny participation to any individual displaying disruptive or dangerous behaviour. Examples include but are not limited to the following:

- frequent loss of temper, irritation, and bitterness.
- Defiant or argumentative conduct includes breaking rules, purposefully upsetting other people, and placing the blame for mistakes on other people.
- Vindictiveness: Acts of resentment or revenge.
- Conduct Disorder (CD): A more severe disorder called CD is characterized by recurrent aggressive, rule-breaking, and rights-violating behaviors. Some possible behaviors are as follows:
Physical aggression includes stealing, destroying property, and attacking others.
- Disobedience: Ignoring guidelines, lying, and missing class.
- Lack of empathy: Ignorance of the needs or feelings of others.
Derogatory Language and any other not specified
- Additional Disorders of Disruptive Behavior:
Unexpected, powerful outbreaks of rage or aggression are signs of intermittent explosive disorder.

Termination

You may only terminate your order before we email / Whatsapp you our acceptance.

Personal Responsibility, Assumption of Risk, Release, Disclaimers

As used in these TOU, the term "Releasees" is defined to include the following: (i) NLP Mind Centre, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assign (collectively "the Company"); (ii) any Company volunteers; and (iii) Professor Dr Kamarul Zaman Ahmad and his agents.

You voluntarily participate in the Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.

You understand that physical activity and exercise are inherently risky and dangerous activities. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by Releasees. You are fully aware of the risks and hazards inherent in participating in the Program and voluntarily, knowingly and freely assume all risks associated with participating in the Program. The program includes, but is not limited to, bruising, muscle strains, joint sprains, falls, injuries, illnesses, infections, paralysis, and even death. This includes injury or damage sustained while and/or resulting from using any premises or facility or using any equipment (whether owned, operated, or provided to you by Releasees or otherwise), including injuries or damages arising out of the negligence of Releasees, whether active or passive, or any of Releasees' affiliates, employees, coaches, agents, representatives, successors, and assigns.

YOUR PARTICIPATION IN THE PROGRAM DOES NOT ESTABLISH A DOCTOR-PATIENT, COUNSELLING, OR THERAPIST-CLIENT RELATIONSHIP OF ANY KIND BETWEEN YOU, THE COMPANY, OR ANYONE PROVIDING COACHING SERVICES ON BEHALF OF THE COMPANY.

THE PROGRAM AND CONTENT PROVIDE INFORMATION AND EDUCATION ONLY AND DO NOT PROVIDE ANY FINANCIAL, LEGAL, MEDICAL OR PSYCHOLOGICAL SERVICES OR ADVICE. NONE OF THE PROGRAM OR CONTENT PREVENTS, CURES OR TREATS ANY MENTAL OR MEDICAL CONDITION. THE PROGRAM AND CONTENT ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL ADVICE THAT CAN BE PROVIDED BY YOUR OWN ACCOUNTANT, LAWYER, FINANCIAL ADVISOR, OR MEDICAL PROFESSIONAL. YOU ARE RESPONSIBLE FOR YOUR OWN FINANCIAL, LEGAL, PHYSICAL, MENTAL AND EMOTIONAL

WELL-BEING, DECISIONS, CHOICES, ACTIONS AND RESULTS. YOU SHOULD CONSULT WITH A PROFESSIONAL IF YOU HAVE SPECIFIC QUESTIONS ABOUT YOUR OWN UNIQUE SITUATION. THE COMPANY DISCLAIMS ANY LIABILITY FOR YOUR RELIANCE ON ANY OPINIONS OR ADVICE CONTAINED IN THE PROGRAM.

YOU AGREE THAT YOU WILL NOT USE COACHING TO DIAGNOSE OR TREAT MENTAL DISORDERS AS DEFINED BY THE AMERICAN PSYCHIATRIC ASSOCIATION. IF YOU ARE IN THERAPY OR UNDER THE CARE OF A MENTAL HEALTH PROFESSIONAL, YOU WILL NOTIFY AND CONSULT WITH THE MENTAL HEALTH CARE PROVIDER REGARDING YOUR DECISION WHETHER TO WORK WITH A COACH.

You acknowledge that, by engaging with the Company for the Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to you and/or any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or equity, in contract or tort, or otherwise, whether known or unknown, arising out of or connected with your (or your minor child's/ward's) participation in the Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

Earnings and Results Disclaimer: YOU AGREE THAT COMPANY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE EARNINGS OR RESULTS YOU MAY RECEIVE AS A RESULT OF YOUR PARTICIPATION IN THE PROGRAM. THE COMPANY CANNOT AND DOES NOT GUARANTEE THAT YOU WILL ACHIEVE ANY PARTICULAR RESULT OR EARNINGS FROM YOUR USE OF THE PROGRAM, AND YOU UNDERSTAND THAT RESULTS AND EARNINGS DIFFER FOR EACH INDIVIDUAL.

All links to goods, services, or program and/or websites provided by third parties are governed by their own terms and conditions. The Company disclaims all liability and responsibility for any content or acts regarding such third-party company or program and/or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.

The Company tries to ensure that the availability and delivery of the Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.

THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY'S PROGRAM AND/OR WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE PROGRAM.

Accreditation: In the United States and Malaysia, no official accrediting institution or governing body exists in the life coaching industry. There are no regulations or required certifications to practice life coaching. Each coach should seek education and training to the degree necessary to be competent and professional. We are not aware of any requirements in other countries. It is recommended that any coach who is concerned regarding this matter seek advice from their state or country.

CPD Accreditation: NLP Mind Centre is NOT recognised as an Accredited Provider with the internationally recognised CPD Standards Office. Provider CPD (Continuing Professional Development) and CEU (Continuing Education Units) credits are NOT available for this program and all of our certification programs. Students who work in a field that requires continuing education can seek other programs offered by duly accredited training providers.

Security

You acknowledge an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties, not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with the Company are at your own risk.

Liability / Indemnities

We shall not be liable for any defects of the product(s) sold save as agreed herein.

Notwithstanding the above, our maximum liability to you for any loss arising from the sale of the product(s) shall not in any circumstances exceed the purchase price paid by you for the said product(s).

Waiver

No waiver or indulgence by any party to this agreement shall be binding upon the other unless in writing and in any event, no waiver of one breach of any term or condition of this agreement shall operate as a continuing waiver unless so expressed nor operate as a waiver of another breach of the same or any other term or condition of this agreement.

Governing Law

This agreement for the sale and purchase of our product is governed by, and shall be construed in accordance with, the laws of Malaysia including but not limited to tax laws and each party hereby irrevocably submits to the exclusive jurisdiction of the Courts of Malaya. You agree that all cases and disputes will be handled by the Courts of Malaya in Malaysia. By using the Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts, consent irrevocably to personal jurisdiction in such courts and waive any defence of forum non convenience. The prevailing party in any dispute between the parties arising out of or related to these TOUs, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party, or as determined by the Courts of Malaya.

Users Outside Malaysia

The Company controls and operates the Program from offices in Malaysia. The Company does not represent that materials on the Program are appropriate or available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. People who choose to access the Program from other locations are responsible for compliance with Malaysian laws, if and to the extent Malaysian laws are applicable.

Severability

Each of the clauses of this agreement for the sale and purchase of our product and/or service is severable from the others of such clauses and if at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

Coaching Certifications DISCLAIMER

By registering for NLP Mind Centre's Coach certification program, you acknowledge that NLP Mind Centre is not legally responsible for the actions of any of the coaches who take this course. Furthermore, you agree that the NLP Mind Centre Coach certification program adheres to the terms and conditions stated here when appropriate, as determined necessary by NLP Mind Centre when applicable.

Our Certifications: NLP Mind Centre offers this Coach certification program, as all coach training companies do, as an official recognition and confirmation of completed training on the part of the student. The value and validity of NLP Mind Centre's training programs is evidenced by its solid reputation in the personal development industry, the experience in the coaching industry by NLP Mind Centre's instructors, their commitment to using and teaching industry best practices, and the strong educational foundation of all material and coaching strategies used by instructors appointed and approved by NLP Mind Centre.

Subject Matter Specific: NLP Mind Centre offers NLP coach certifications in line with the International NLP Coaching Association (INLPCA) as subject matter-specific NLP coaching training tools.

Accreditation: In the United States and Malaysia, no official accrediting institution or governing body exists in the NLP or Life coaching industry. There are no regulations or required certifications to practice NLP and/or life coaching. Each coach is recommended to seek education and training to the degree he or she feels necessary, intending to be competent and professional. We are not aware of any requirements in other countries. It is recommended that any coach who is concerned regarding this matter seek advice from his/her state or country.

Coaching vs. Therapy: It's crucial to understand and strictly adhere to the distinct roles of an NLP or life coach. NLP and/or Life coaches are not licensed health care providers or therapists and must not provide medical advice, engage in patient diagnosis, or practice therapy. They do not treat or otherwise counsel those with mental illness. This clear distinction is a cornerstone of our Coach certification program.

NLP and/or Life coaches must refer clients needing mental or physical health therapy to an appropriate licensed professional.

While counsellors or therapists often deal with a patient's mental/emotional conditions and/or processing trauma, an NLP coach or Life coach never addresses such issues. In its simplest form, the role of an NLP coach and/or life coach is to encourage, coach and/or act as a facilitator of a client's self-reflection, decision-making, planning for the future and creating life changes. While clear boundaries exist between coaching and therapy, there are many similarities due to the legal obligations and requirements for practising therapy. Both therapists and coaches work one-on-one with clients in an ongoing relationship. Certain psychological principles and theoretical frameworks are used in therapy and coaching to facilitate positive life change.

Under no circumstances should an NLP coach and/or Life coach refer to themselves as a therapist, refer to what they do as therapy, or practice as a mental health counsellor or therapist without the required Master's level degree and license.

Coaching Ethics and Standards: Although there are no official legal ethical guidelines for life coaches, our NLP Coaches who are certified by INLPCA are bound by the INLPCA standards and codes of ethics. If the following guidelines have been changed or transferred in any way, nlpmindcentre is not liable.

You can read more about these guidelines below:

- The International NLP Coach Association Code of Ethics <https://nlp-coach.org/codeofethics.htm>
- INLPCA standards and curricula <https://nlp-coach.org/standardcurricula.htm>
- INLPCA homepage <https://nlp-coach.org/index.htm>

Entire Agreement

Both Parties hereby agree that the terms and conditions herein shall constitute the entire agreement between both parties relating to the subject matter hereof and supersedes and replaces in full all prior understandings, communications and agreements with respect to the subject matter hereof.