

STUDENT AGREEMENT

*For legal and insurance purposes, I need to preface our work together with these standard terms. Thank you for understanding! Please note that we don't offer refunds (except for a seven-day refund period, from the date you purchase your course registration, for our 8-week group courses), so we ask that you purchase and auto-subscribe mindfully. Once you sign up, you'll receive a welcome email within 24 hours. Thank you! *

This Student Agreement ("Agreement") is made and entered into by and between Entering the Stream, LLC ("Entering the Stream" "Us" or "We") and the individual identified below ("Participant" or "You") effective as of the date of Participant's acceptance of this Agreement ("Effective Date").

WHEREAS, Entering the Stream provides individual and group-based instruction in Zen meditation and mindfulness, as well as a community program to facilitate personal growth, and Participant desires to participate in Entering the Stream's instruction and/or community program upon the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the foregoing, the mutual obligations herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree and covenant as follows:

1. **Recitals.** The recitals set forth above are incorporated herein and made a material part of this Agreement.

2. **Term.** Participant has the option of selecting and participating in an individual session (the "Session"), an 8-week group course (the "Course"), and/or a community program (the "Community"). Sessions and Courses may be referred to herein as "Guided Instruction". This Agreement shall commence on the Effective Date and shall continue until the later of the conclusion of Participant's Guided Instruction or Community membership, unless earlier terminated pursuant to Sections 4 or 5 ("Term"). The commencement and conclusion date(s) of Participant's Course shall be identified by Entering the Stream and communicated to the Participant.

3. **Payment of Registration Fee; Scholarships Available.** By accepting this Agreement, Participant agrees to pay the registration fee for the selected Guided Instruction or Community membership. Payments shall be made via PayPal to support@enteringthestream.co.

<u>Selection</u>	<u>Registration Fee</u>
Individual Session	\$125 per hour (Packages and programs for longer-term work may be available.)
8-Week Group Course	\$285 per course, if paid in advance \$95 per month, if paid in 3 monthly installments (Corporate and larger group rates may be available.)
Community ("Zen Circle")	\$34 per month (\$4 for the first month, as a trial)

If the registration fee set forth above conflicts with the registration fee identified in the registration system, the registration system shall control. Participant shall pay the full registration fee for a Session in advance of the Session. The registration fee for the Course may be paid in full up front, or in three equal monthly installments of \$95, with the first payment installment due upon registration. The registration fee for the Community shall be paid monthly. If Participant fails to make any payment when due, Entering the Stream shall have the right to suspend or terminate Participant's participation in the Guided Instruction or Community, as applicable, without incurring liability. When you register for our

Sessions, Courses, or Community, you will be added to the relevant email lists, to keep you up to date. (You can unsubscribe anytime.)

Making meditation more widely available is a valued goal for Entering the Stream. For this reason, Entering the Stream offers full and partial scholarships, in the sole discretion of Entering the Stream. Scholarship applicants may apply by completing the form here: <https://enteringthestream.co/scholarship-application>. Scholarship recipients shall be bound to all of the same terms and conditions set forth herein.

4. **Refund policy.** Please purchase and auto-subscribe mindfully, as we mostly don't offer refunds. The one exception is that we offer a seven-day refund period for our 8-week group Courses, from the date you purchase your course registration. Any Participant registered for an 8-week group Course with Entering the Stream is eligible to terminate registration for such Course at any time until seven (7) days after the initial payment has been made ("Permitted Withdrawal Period"), by delivering written notice by email to support@enteringthestream.co with the subject line: Withdrawal ("Withdrawal Notice"). Upon Entering the Stream's receipt of Participant's Withdrawal Notice, Entering the Stream shall terminate Participant's registration, and Participant shall be refunded all payments made toward the Course within thirty (30) days of Entering the Stream's receipt of the Withdrawal Notice. Participation in and/or remaining registered for the Course after the lapse of the Permitted Withdrawal Period shall require payment of the balance of registration fee due for the remainder of the Course.

5. **Cancellation/Termination.** Individual Sessions may be rescheduled by Participant without recourse up to twenty-four (24) hours before the scheduled Session time, via the online scheduling portal. After that, no rescheduling is possible. No refunds are available for Sessions once purchased. No refunds or cancellations are available for Session packages or programs once purchased, including one-to-one versions of our 8-week courses (which are not eligible for the refund period offered for group courses, as above). Choosing the subscription or payment plan option for any Entering the Stream Course, or Session package or program, commits the Participant to submitting all cycles of payment. Participant may cancel subscription to the "Zen Circle" ongoing practice Community at any time, by cancelling their automatic payment profile through their PayPal account or by emailing support@enteringthestream.co at least one week before their next payment is charged. Subscriptions to the Community are \$4 for the first twenty-eight (28) days after registration, as a trial period. After that, the full membership payment (of \$34/month) is deducted automatically each month. All payments made are non-refundable, except as provided in Section 4. Entering the Stream may terminate this Agreement at any time in the event of Participant's non-payment of the registration fee, behavior deemed disruptive to other Participants or for a breach of this Agreement. In the event of the termination of this Agreement (except for termination pursuant to Section 4), Participant shall be responsible for payment of the registration fee remaining for the full term of the Participant's Course, or Session package or program.

6. **Medical Disclaimer.** Entering the Stream is not offering any medical, physical, or psychological treatment or services. You must be at least 18 years old to participate at Entering the Stream. Please consult with your doctor while practicing Zen meditation and mindfulness to ensure that it's safe and effective for you. In certain cases, our style of practice will not be specialized enough for your needs. Specifically, if you are suffering from schizophrenia or paranoia, we advise that you choose a meditation program tailored specifically to your situation. Your doctor may be able to recommend the best program for you. If you have a history of trauma, please feel free to connect in advance with your teacher at Entering the Stream. You can email support@enteringthestream.co. Our methods and programs are trauma-informed (including through professional certification with international trauma expert Deirdre Fay, founder of Becoming Safely Embodied), and aim to be trauma-sensitive and trauma-resolving. Zen can offer a life-changing foundation for healing your trauma, either accompanied by medical and therapy methods or on its own, and we'll communicate notes and guidelines throughout your

course and practice with us, to help make Zen especially trauma-safe and effective for you. We also teach Deirdre Fay's "Becoming Safely Embodied" skills to support your healing, both within our Zen programs and on their own. If you have any questions, please feel free to reach out to support@enteringthestream.co.

7. **No Medical Guarantee.** Research shows that meditation and mindfulness can create significant benefits for your physical, mental, and spiritual health; and our methods come from a 2,500-year tradition with a history of creating profound results for well-being, awakening, and embodiment of insight. However, everyone's path and situation are different, and your practice will be unique to you. Accordingly, nothing in this Agreement, or in our materials, should be construed as a promise or guarantee about the outcome of your particular situation. We can make no such promises or guarantees. If you have any questions, please feel free to email support@enteringthestream.co.

8. **Video/Audio Release.** Our 8-week group Course classes conducted online will be recorded and made available to Participants for playback. By attending and participating in an online Course class, you hereby grant to Entering the Stream your consent to be recorded and for recordings to be made available to the registered Participants of the Course. Our weekly Community ("Zen Circle") meditation group is also recorded, and sent to Community members. Other group or individual classes, sessions, calls, workshops, or events with Entering the Stream may also be recorded, as needed. You will be informed in advance of this, and by attending and participating you grant your consent to be recorded and for the recordings to be shared with relevant Participants.

9. **Confidentiality.** Entering the Stream's Zen meditation and mindfulness teaching and practice are certified by Zenways in London (zenways.org), and follows the highest professional standard of conduct, including confidentiality. This means that everything you share with your instructor will be treated as completely confidential, except in the event that you seem to be posing a threat of harm to yourself or others, or that abuse or neglect of children, elderly people, or people with disabilities seems to be occurring, in which cases we may need to alert those who can reasonably prevent the threat. Anything you share in our groups is assumed to be and shall be treated by your instructor and all other Participants as completely confidential, except in the cases above. Anything shared to you by other Participants, whether in a Course, through the Community, or otherwise, shall be treated as confidential by you and shall not be shared without the disclosing party's express consent. Thank you for helping us create a safe and grounded practice space.

10. **Copyright.** Course materials, whether for use in a Session, Course, Community, or otherwise made available through Entering the Stream, and in any form, whether audio, visual or otherwise, including but not limited to diagrams, materials, notes, slides, PDFs, recordings, software, text, photographs, and questionnaires, are protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and we (subject to the rights of our licensors and licensees under applicable agreements, understandings, and arrangements) have all rights therein. Course materials and content shall be kept confidential and shall not be taught, shared, summarized, forwarded, copied, photocopied, reproduced, translated, reformatted, distributed, displayed, transmitted, published, or broadcast without the prior written consent of Entering the Stream. It is a strict violation of this Agreement to share your access to Guided Instruction or the Community or any course or teaching materials or communication from Entering the Stream with any other person or entity. Instead, if you are benefitting from our practices, we welcome referrals and new Participants in our programs! If you'd like to teach methods from our Zen meditation and mindfulness tradition to others, please feel welcome to register for the wonderful meditation and mindfulness teacher training program with our parent group, Zenways (zenways.org), in London and around the world.

11. **Course and Community Access.** Our Courses and Community are designed to be a safe and inclusive space for all Participants. We value equality, inclusion, diversity, and ongoing anti-bias work within ourselves and our groups, to support all students of Zen. Everyone is welcome here. By registering for our Courses and Community, you agree to support and participate in this foundation. In addition, you agree not to make or post, whether written or oral, any abusive, prejudiced, obscene, vulgar, slanderous, hateful, threatening, sexually-orientated, or any other message or material that may harass another Participant or violate any applicable law. In addition, you may not make or post, whether written or oral, anything illegal, any copyright material which you do not own, anything deemed harmful to person or property, any commercial advertising, anything deemed a solicitation, or otherwise abuse access to the Community. Doing so shall constitute a breach of this Agreement and may lead to the termination of this Agreement and access to Guided Instruction and/or the Community. The IP addresses of all posts may be recorded to aid in enforcing these conditions. Entering the Stream reserves the right, but not the obligation, to remove, edit, move, or lock any post, topic, or discussion as it sees fit, at its sole discretion.

12. **Release and Assumption of Risk.** Participant understands that a medical evaluation is advised before commencing any Guided Instruction or accessing the Community, and that it is Participant's responsibility to keep Entering the Stream and its instructors fully informed of any physical or psychological condition or disability that would prevent or limit Participant's participation in Guided Instruction or the Community. Participant acknowledges that neither Entering the Stream nor its members, managers, employees, instructors, representatives, or agents (collectively the "Releasees") are engaged in diagnosing or treating medical diseases or deficiencies. PARTICIPANT VOLUNTARILY AGREES AND CONSENTS TO PARTICIPATE IN GUIDED INSTRUCTION AND/OR COMMUNITY ACCESS AT THEIR SOLE RISK, AND ACCEPTS AND ASSUMES ALL RISKS, ASSOCIATED WITH THE GUIDED INSTRUCTION OR COMMUNITY, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, AND PARTICIPANT ASSUMES FULL RESPONSIBILITY FOR THEIR PARTICIPATION.

13. **Indemnification.** Participant and their heirs, legatees, trustees, personal and legal representatives, successors, and assigns expressly assume all risks of participation in Guided Instruction and access to the Community, if applicable, and agree to indemnify, release, discharge, and hold harmless the Releasees from any and all liabilities, claims, demands, and expenses, including attorneys' fees and court costs, whether brought by Participant, on Participant's behalf, or by a third party, as a result of injuries, property damage, or death resulting from the Releasees' negligence, Participant's participation in Guided Instruction or access to the Community, including any physical or emotional injury, including death or damage to property, but excluding those caused by the willful misconduct, gross negligence, or intentional torts of the Releasees.

14. **WEBSITE DISCLAIMER.** ENTERING THE STREAM'S WEBSITE (THE "SITE") IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the fullest extent permitted by applicable law, Entering the Stream expressly disclaims any and all warranties or representations that, to our knowledge, (i) the Site and content provided are current, accurate, complete, original, reliable, useful, genuine, non-infringing, or provided in good faith; (ii) Site content, including but not limited to name, email, and contact information, will not be lost, stolen, corrupted, or destroyed; or (iii) the Site is immune from viruses, hacking, or breach. We reserve the right to temporarily disrupt or permanently discontinue the Site for any reason, or any period, at any time, in our sole discretion, without maintaining back-up, and without prior notice.

15. **Assignment; Binding Effect.** This Agreement shall not be assignable by Participant, but may be assignable by Entering the Stream. This Agreement shall be binding upon, and inure to the benefit

of, the parties and their respective heirs, personal and legal representatives, trustees, legatees, successors, and permitted assigns.

16. **Entire Agreement.** The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein. This Agreement supersedes all prior written or oral agreements and understandings between the parties concerning the subject matter herein, and constitutes the entire agreement between the parties. This Agreement may be amended or modified from time to time only pursuant to a written agreement executed by both parties.

17. **Severability.** The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal, invalid, or otherwise unenforceable, in whole or in part, and not otherwise subject to modification, the remaining provisions, and any partially unenforceable provision to the extent enforceable, shall, nevertheless, be binding and enforceable.

18. **Non-Waiver.** The failure of Entering the Stream to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, nor prevent Entering the Stream from thereafter enforcing each and every other provision of this Agreement. The rights granted Entering the Stream herein are cumulative and shall not constitute a waiver of Entering the Stream's right to assert all other legal remedies available to it under the circumstances.

19. **Governing Law.** This Agreement shall in all respects be governed, construed and enforced in accordance with the laws of the District of Columbia, and the Parties consent to the exclusive jurisdiction of, and agree that any legal action arising under this Agreement or between the Parties shall be instituted exclusively within the Circuit or District courts situated in the District of Columbia.

20. **Costs of Enforcement.** In the event of any legal action arising under this Agreement or any asserted breach thereof by Contractor, the substantially prevailing party shall be entitled to all costs and expenses, including reasonable attorneys' fees incurred in enforcing, attempting to enforce, or defending any of the terms, covenants, or conditions of this Agreement, including costs incurred prior to commencement of legal action and all costs and expenses incurred in any appeal from any such action.

21. **Customer Service.** We want you to have an absolutely wonderful experience here at Entering the Stream, including customer service and support! If there's anything you need to improve your experience of practice, learning, being, and connecting in our community, please reach out to support@enteringthestream.co.

We look forward to meeting you and practicing together!

Thank you so much, and the warmest welcome.

PARTICIPANT:

Name: _____