

WWW.SPORTSYOGAWORLDWIDE.COM

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SPORTS YOGA® LICENCE GENERAL INFORMATION

HOW THE LICENCE WORK?

- (a) Sports Yoga® is a Program <u>Licenced</u> to Exercise Professionals or Yoga Teachers that have completed the Sports Yoga® certification and to Fitness Facilities worldwide.
- (b) There are two type of Licence: **FREELANCE INSTRUCTOR** (Exercise Professionals/Yoga/Aspiring Teachers) and **HOST** (PARTNER CENTRE).
- (c) The FREELANCE LICENCE it is a low cost licence (\$40 per month fee apply-minimum 12 months agreement) designed to maintain the integrity of the Sports Yoga® program, provide quality control and guarantee the long term sustainability of Sports Yoga® in the future.
- (d) The Freelance Licence is designed for self-employed: PTs, Fitness Instructors, Strength Coaches, Yoga/Pilates Teachers wishing to offer Sports Yoga® to their clients.
- (e) Only Certified and Licenced Sports Yoga® Instructors can promote and advertise the Sports Yoga® Training Program.
- (f) The Sports Yoga® Training Program CANNOT BE ADVERTISED under any circumstances prior to Certification Completion or it will be deemed breach of Trademark and Copyright punishable by Law.
- (g) The Licence entitle Freelance Instructors to use the Sports Yoga® name and logo on their website, for ads and promotional literature, schedules, class names, and signage relating to Sports Yoga® classes only.
- (h) NB.FREELANCE CERTIFIED INSTRUCTORS can offer Sports Yoga® in community centres, schools and to private clients, under any circumstances Instructors CANNOT TEACH SPORTS YOGA® in gyms, health clubs, well-being centres, martial arts, dance studios etc. unless these businesses have entered the Partner Centre Licence Agreement with us.
- (i) **PARNTER CENTRE:** If you wish to offer Sports Yoga® please contact us. The licence works as a freestanding business, or in addition to a Yoga, Pilates or Dance Studio, Martial Arts Centre, Gyms, Health Club, or Fitness Centre. To get Sports Yoga® Fitness Program at your facility you must enter a Licencing agreement with us (\$150 per month fee apply minimum 12 months agreement apply).

LICENCE TERMS & CONDITIONS:

- 1. Upon receiving the course payment and the enrolment form, our legal team will issue and email the Licence Agreement to the Applicant.
- 2. The Applicant must agree, sign and return the Agreement to us.
- 3. The Training Manual and additional course material (if applicable) PDF format will then be dispatched via secure server.
- 4. After the Applicant have successfully completed the Sports Yoga® Course and obtained Certificate of Completion from us, our legal team will deliver the Licence Agreement. The Licence Agreement commencing date starts from the course completion date.



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The following sets forth the terms under which you may use the Sports Yoga® service mark as part of our instructor program:

Sports Yoga® (registered business in Australia) is the trademark owner of Sports Yoga® Fitness Program. During the Licence Agreement, Sport Yoga® grants you a nonexclusive right to identify yourself as a "Licensed Sports Yoga® Instructor" and to use the Sports Yoga® trademark and techniques in the promotion of your classes and other sessions.

You agree that all use of the Sports Yoga® trademark will be in compliance with the Sports Yoga® Promotional Guidelines set forth in the Licence Agreement, which applies to all public use of the mark including in catalogues, Internet postings or websites, and other media, as well as domain names and business names. This license is non-exclusive limited to Australia, New Zealand and worldwide and shall expire upon the expiration or termination of the agreement.

In exchange for the grant of the license, you agree to the following:

FREELANCE LICENSEES: will teach Sports Yoga® Program and act in a manner which does not, in the opinion of Sports Yoga®, reflect adversely on the name and reputation of Sports Yoga® Program, or the Sports Yoga® service mark.

In organizing or leading any Sports Yoga® classes, the Licensee agree to follow the Sports Yoga® Promotional Guidelines in any promotional materials, including business cards, catalogues, course descriptions, flyers, internet postings, advertisements and web pages.

For each event, the Licensee agree to follow the Sports Yoga® Class/Sessions Guidelines and use the standard Sports Yoga® as outlined in the Instructor Training Manual .

All Sports Yoga® materials are copyrighted. Modifications cannot be made under any circumstances. "Modifications" include translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation that are based on the original Sports Yoga® work. Any modifications of the Sports Yoga® Program techniques and intellectual property will be deemed as breach of the Licence Agreement enforceable by law.

The Licensee agree to keep adequate liability insurance for themself and their business. Licensee will not be covered by Sports Yoga's insurance or benefit programs, such as health and welfare benefit plans, social security, workers' or unemployment compensation.

The Licensee understand and agree that the Sports Yoga® certification does not create a joint venture, partnership, or other business relationship, and neither party can bind each other nor act as each other's agent. Sports Yoga® is not liable for your actions (or omissions), and you are not liable for the actions (or omissions) of Sports Yoga®. The terms of this agreement will be enforced under Australia law and are effective as of the date of mutual signature.

For more information please contact us