

# **MORPHEUS HYPNOSIS MEMBERSHIP PLAN**

## **TERMS AND CONDITIONS**

**Revised December 2, 2024**

**Effective January 2, 2025**

This Agreement is between Morpheus Hypnosis Ltd. (hereafter “Morpheus”) and you, the “Member”. By purchasing a Membership, you accept the terms and conditions outlined in this Agreement.

**WHEREAS** Morpheus operates a hypnosis clinic in which it offers private and group hypnosis sessions. It has established a shared hypnosis membership plan in which participants can attend an unlimited number of group hypnosis sessions in a month for a set monthly fee. There are different membership levels, and the benefits vary depending on the membership level.

**AND WHEREAS** Member wishes to purchase a membership plan.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto hereby agree as follows:

1. Definitions

- 1.1. “Agreement” or “this Agreement” shall refer to this Morpheus Hypnosis Membership Plan Agreement;
- 1.2. “Founding Member” refers to one of the first fifty members to purchase a membership.
- 1.3. “Renewal Period” refers to the period between the monthly anniversary date of the member’s joining and the date prior to the next monthly anniversary date.

2. Memberships

- 2.1. Morpheus offers two membership tiers: Elite and Essential. The benefits of each plan are set out in the chart below.
- 2.2. The prices of each tier are listed on Morpheus’ website at the time of purchase, and are subject to change. Any discounts and promotions are also posted on Morpheus’ website and will be applied at check out.

<b><u>Benefit</u></b>	<b><u>Elite</u></b>	<b><u>Essential</u></b>
Unlimited access to shared hypnosis sessions	Included	Included
Unlimited access to drop-in classes and group coaching	Included	Included
Number of Free Guests	3 per class	1 per class
Preferential pricing for paid workshops	Included	Not Included
Exclusive Elite events	Included	Not Included
One private session per month	Included	Not Included

- 2.3. Private sessions do not accumulate or roll over into successive months.
- 2.4. Price Increases – Morpheus may raise the price of your membership by providing you with thirty (30) days notice of any such increase.
- 2.5. Founding Members
  - a. Founding Members are entitled to a 50% discount on their membership until cancelled.
  - b. Founding Members may switch their membership tier once in every 12-month period without losing their Founding Membership status. If a Founding Member wishes to switch their membership more frequently, they will lose their Founding Member status.
- 2.6. Memberships are not transferable.
- 2.7. Memberships are non-refundable.
- 2.8. Each membership tier comes with an initial minimum three (3) month commitment. After three months, Memberships may be cancelled by the Member on the cancellation terms outlined below.
- 2.9. After three (3) months, Memberships shall automatically renew on a month-to-month basis until cancelled.
- 2.10. If Morpheus is advertising a promotional offer, the terms of the promotion offer may override terms described in paragraphs 2.7 and 2.8.

- 2.11. Members may upgrade to a higher membership tier at any time. In the event of an upgrade in the middle of a Renewal Period, the membership fee will be pro-rated.
- 2.12. Memberships may be switched to a lower membership tier only after a Member has been a member of said tier for a minimum of three months. Any changes to a lower tier will be processed on the first day of the following month.
- 2.13. Memberships may be paused for up to one (1) month in any twelve (12) month period. Any Membership pause greater than one (1) month is up to the sole discretion of Morpheus.
- 2.14. In the event of any service interruption for longer than three (3) days, Member's maximum recovery is limited to a pro-rated refund of their membership Fees. There are no refunds or discounts in the event for service interruptions of three (3) days or less.
- 2.15. All members must be over 18 years of age.

### 3. Reserving Classes

- 3.1. All classes must be reserved in advance. The membership plan is not a drop-in service. Reservations must be made on Morpheus' website.
- 3.2. Any cancellation of a reservation must be made at least twenty-four hours in advance and should be made on Morpheus' website. Any reservations cancelled on less than twenty-four (24) hours notice will be subject to a \$25.00 cancellation fee. The cancellation fee will be billed to the credit card that Morpheus has on file. You consent to Morpheus charging your credit card for these cancellation fees.
- 3.3. Morpheus does not guarantee the schedule of classes. It may be changed or altered, with classes cancelled at any time. In the event of cancellation or alteration of any class, Morpheus will notify you in writing.

### 4. Contact Information

- 4.1. All Members must provide up-to-date contact information to Morpheus. Morpheus' primary communication method will be through email. It is up to the Member to ensure that Morpheus has their correct email address on file for their account.

### 5. Code of Conduct

- 5.1. All Members are to abide by a code of conduct when on Morpheus premises and/or attending group sessions. Any violations of Morpheus' code of conduct may result in the termination of your membership. The code of conduct is set out below. Morpheus may change the Code of Conduct at any time by posting it in their premises or otherwise advising you in writing.
  - a. Confidentiality - Respect the confidentiality of all group members. Do not share personal information or details discussed in the group outside of the session.

- b. Respect and Empathy - Listen actively and respectfully to each speaker. Avoid interrupting or talking over others. Show empathy and understanding towards others' experiences and feelings. Be supportive and non-judgmental.
- c. Participation - Engage actively in the session, sharing your thoughts and feelings as you are comfortable. Encourage and support the participation of others, creating an inclusive environment for everyone.
- d. Boundaries - Maintain appropriate personal boundaries. Respect the personal space and privacy of other group members. Refrain from giving unsolicited advice or trying to solve others' problems unless invited to do so.
- e. Constructive Communication - Provide feedback in a constructive and respectful manner, aiming to support rather than criticize.
- f. No Discrimination or Harassment – Discrimination or harassment of any nature is strictly prohibited. All Members must abide by Morpheus' Anti-Discrimination and Anti-Harassment Policy. A copy is available upon request. It may be modified at any time. Morpheus has a zero tolerance towards discrimination or harassment of other Members, participants and staff. Members are strictly prohibited from engaging in any form of harassment, discrimination, or harmful behaviour. If in Morpheus sole and absolute discretion, any Member has committed any form of discrimination or harassment, their Membership may be terminated immediately without any refund.
- g. Punctuality and Attendance - Arrive on time for all sessions. Late arrivals will not be admitted.
- h. Responsibility and Accountability - Take responsibility for your actions and words within the group. If conflicts arise, address them calmly and with the intention of resolution. Be accountable for following the group's guidelines and contribute to a positive group dynamic.
- i. Use of Group Time - Adhere to the time limits set for sharing and discussion to ensure everyone has a chance to participate. Respect the structure and format of the session as set by the facilitator.
- j. No Unlawful Use – Members may not use their Membership, any class or any other service offered by Morpheus for any unlawful use or purpose.
- k. Enjoyment of Others - Members may also not use their Membership, any class, session or any other service offered by Morpheus in a way that interferes with the enjoyment of other Members, guests or Morpheus staff.

6. Guests

- 6.1. When Members bring guests, they are responsible for the behaviour of their guests. Any violation of any part of this Agreement, the code of conduct, or any other rule imposed by Morpheus by a guest, shall be considered a violation by the accompanying Member.
- 6.2. All guests must be accompanied by a Member at all times.
- 6.3. No guests under the age of 13 are permitted.
7. Payment Policies
  - 7.1. Membership Fees are charged in Canadian Dollars, and 13% HST will be added to the posted prices.
  - 7.2. All Membership Fees must be paid by credit card.
  - 7.3. Morpheus stores your credit card details on and with third-party booking platforms and credit card processors. You consent to Morpheus sharing your credit card details, and such personal details required to process your credit cards with Morpheus' third-party partners.
8. Cancellation by Member
  - 8.1. All Memberships carry an initial commitment of three (3) months. After three (3) months, Memberships may be cancelled by the Member by giving written notice to Morpheus.
  - 8.2. All cancellations must be made in writing and delivered via email to [info@morpheusclinic.com](mailto:info@morpheusclinic.com)
  - 8.3. Cancellations will be effective as of the last day of each Renewal Period.
  - 8.4. No partial refunds are offered for memberships cancelled in the middle of a Renewal Period.
  - 8.5. Any notices of cancellation must be delivered before the 25th day of the Renewal Period in order to cancel for the following Renewal Period. Any Members delivering a cancellation notice after the 25th day of the Renewal Period will be charged a membership fee for the following month.
9. Cancellation by Morpheus
  - 9.1. Any and all memberships may be cancelled by Morpheus at any time in their sole and absolute discretion. In the event of cancellation by Morpheus, Members will be entitled to a pro-rate refund on their membership fee(s). Refunds will not be provided when Morpheus is cancelling a membership for a violation of the Code of Conduct, or any violation of this Agreement.
10. Filming and Recording
  - 10.1. Members understand that any and all sessions conducted by Morpheus may be filmed or recorded. Members hereby consent to any photography, audio recording, or video

recording taken or made by Morpheus of them, and the release, publication, exhibition, distribution, display or reproduction of same, for any and all purposes by Morpheus, including but not limited to its advertising, promotional material, website(s), social media and course material.

- 10.2. Member hereby releases Morpheus, its officers, directors and employees, and all other persons involved from any liability connected with the taking, recording, digitizing, display, distribution or publication of themselves, and their likeness and the use of photos, images, video and/or sound recordings.
- 10.3. Member further waives all rights they may have to any claims for payment of royalties in connection with any use, display, exhibition, streaming, webcasting, distribution or other publication of these materials regardless of the purpose of same, and further waive any right to inspect or approve any photo, video or audio recording taken by Morpheus or by any person/entity designated to do so by Morpheus.

#### 11. Arbitration

- 11.1. Any dispute, controversy, or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, or termination, shall be resolved by arbitration.
- 11.2. Arbitration may be commenced by either party by delivering written notice of their desire to commence arbitration.
- 11.3. The arbitration shall be conducted by a single arbitrator. Morpheus shall furnish Member with a list of three (3) or more reasonable qualified arbitrators, and Member shall have fourteen (14) days to select one arbitrator from said list. If Member fails to select an arbitrator in that time period, Morpheus may select any one arbitrator from said list.
- 11.4. The rules and procedures of the arbitration shall be determined by the arbitrator.
- 11.5. The arbitration proceedings, including any settlement or award, shall be confidential. The parties agree not to disclose any information regarding the arbitration except as required by law, appeal or for the enforcement of the arbitration award.
- 11.6. Each party shall bear its own costs and expenses in connection with the arbitration, including legal fees. The arbitrator shall have the authority to award costs and fees as part of the arbitration award.
- 11.7. The decision and award of the arbitrator shall be binding upon the parties and may be entered and enforced in any court having jurisdiction.

#### 12. Mobile or Electronic Device Use

- 12.1. The use of mobile or electronic devices Morpheus premises can impact the safety, privacy and comfort of our Members. When using mobile or electronic devices, all Members and guests will abide by Morpheus rules and policies.

- 12.2. Morpheus strictly prohibits the use of mobile or electronic devices to take photographs or videos or to make voice or video calls during any sessions. Voice calls of less than five (5) minutes are permitted in the lounge or lobby areas when classes are not in session and volume is kept to a reasonable limit.
- 12.3. Headphones or earbuds are required while listening to any audio on a mobile or electronic device.
- 12.4. Members are prohibited from using their mobile or electronic devices anywhere on Morpheus premises to view content that may be viewed as offensive or inappropriate.
- 12.5. Morpheus reserves the right to revoke any and all mobile or electronic device use privileges under this policy and, if deemed warranted, to terminate a person's membership immediately for any violation of this policy or other club rule.

### 13. Wi-Fi Use

- 13.1. Our Wi-Fi is available and complimentary to all Members with an active membership.
- 13.2. The Wi-Fi is intended for personal use only. Commercial activities, including advertising, online sales, and data collection, are not permitted.
- 13.3. Members are to avoid using the Wi-Fi for activities that may disturb other Members or guests, such as playing loud media or engaging in disruptive behaviour. If any Member's use of the Wi-Fi is disruptive, their access may be withdrawn.
- 13.4. Members may not use Morpheus' Wi-Fi for any illegal activities, including but not limited to hacking, downloading or distributing copyrighted materials without permission, or engaging in fraudulent behaviour.
- 13.5. Members are responsible to ensure that their device is protected from malware or viruses. Morpheus is not responsible for any malware or viruses transmitted via the Wi-Fi.
- 13.6. Members are responsible for securing their own devices. Morpheus is not liable or responsible for any data loss or security breaches resulting from the use of its network.
- 13.7. To maintain network integrity and performance, Morpheus reserves the right to monitor and manage network traffic. Members understand that they have no expectation of privacy when using Morpheus' Wi-Fi.

### 14. Consent to Hypnosis

- 14.1. By purchasing a Membership, Member consents to the hypnotherapy treatment performed by Morpheus. Member further consents to be hypnotised and being placed into a state of hypnosis.
- 14.2. Member understands that hypnosis and/or hypnotherapy may involve them being placed into a trance state, with a reduced awareness, and that they will be more susceptible to

suggestion. Member understands and consents to Morpheus providing suggestions to them while hypnotised to assist in their treatment.

- 14.3. Member further understands that hypnosis and hypnotherapy are not a substitute treatment for pain, physical or mental health issues or other regular medical care.
- 14.4. Member further understands that in some cases it may be necessary for their hypnotist/hypnotherapist to touch their shoulder, back, arm, hand or wrist to assist with the treatment, and consent to said touching or physical contact.

15. Waiver of Liability

- 15.1. Member confirms that they are voluntarily participating in hypnosis and hypnotherapy. Member understands that there are risks associated with their participation in these activities, including but not limited to contracting a virus such as COVID-19, physical injury, psychological injury, pain, suffering, illness, or disability.
- 15.2. Member hereby releases Morpheus, its directors, officers and employees of and from all actions, causes of action, damages, claims, cross claims and demands whatsoever, which they have now or may have in the future with respect of undergoing hypnosis or hypnotherapy with Morpheus and/or their physical in-person attendance at a Morpheus facility, except in the instance of gross negligence by Morpheus.
- 15.3. Member is responsible for their own personal belongings while at Morpheus facilities. Morpheus is not responsible for any lost, stolen or damaged items, except in the instance of gross negligence by Morpheus.
- 15.4. Member agrees that Morpheus shall not be liable for any direct, special, incidental, indirect or consequential damages, including for any lost profits or lost data, that result from the use of, or the inability to use, (i) Member's membership, (ii) any other service offered by Morpheus, (iii) the conduct of other Members or guests, and (iv) Member's attendance at a Morpheus event. This applies even if Morpheus has been advised of the possibility of such damages. Member agrees that their remedy against Morpheus for any violations of this Agreement, or use of the Membership is to terminate their Membership. Regardless, if Morpheus is found to be liable to Members for any damage or loss which is in any way connected to Member's use of their Membership, Morpheus' liability shall not exceed one month's fee of the Member's membership.

16. Privacy Policy

- 16.1. Member consents to providing Morpheus with their personal information. This information is used to administer the Membership to the Member, provide services to the Member and other general business uses such as billing or client verification.
- 16.2. Morpheus is committed to protecting and caring for Member's personal information that it obtains through the Membership program.



- 16.3. The collection of personal information shall be limited to only that which is necessary for the purposes identified by Morpheus. Information shall be collected by fair and lawful means. Morpheus also collects general internet data, including but not limited to: IP addresses, previous Internet history and cookies.
- 16.4. Personal information shall be retained only as long as necessary for fulfillment of those purposes. Information that is non-identifiable to specific individuals may be used for statistical purposes.
- 16.5. Upon request, Member may view their information which is kept on file with Morpheus.

17. Miscellaneous

- 17.1. It is understood and agreed that all paragraph headings have been inserted herein for convenience of reference only and do not form part of this Agreement.
- 17.2. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 17.3. If any article or part thereof of this Agreement is held to be unenforceable or invalid then said article should be struck and all remaining provisions shall remain in full force and effect.
- 17.4. Time is of the essence in this Agreement.
- 17.5. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreement between the parties in connection with the subject matters hereof, except as specifically set forth herein. No supplement, modifications, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.
- 17.6. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 17.7. All words importing the masculine gender only shall include the feminine gender and the neuter (as appropriate) and vice versa. All words importing the singular shall include the plural and vice versa.
- 17.8. This Agreement may be executed by the parties in counterparts and may be executed and delivered by fax or other electronic means, and all such counterparts and facsimiles together constitute one agreement.
- 17.9. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and thereof, and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof or thereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall

have no force and effect unless in writing signed by the parties hereto. Each party hereto acknowledges that it is not relying upon oral representations or statements inconsistent with the terms and provisions hereof.