



TEAL Ocean

Innovating Edutainment



GAIA Insights

Transforming Leaders

General Terms & Conditions

The following terms and conditions apply to any orders completed on a Client Purchase Order form referencing these terms on or after November 1st, 2022.

1. Definitions

In these Terms, the following expressions shall have the meanings set against them unless the context is inconsistent therewith:

(a) "CPO" means a Client Purchase Order form agreed by both Parties identified on the "CPO";

(b) "TEAL Ocean" is a brand owned and legally represented by GAIA Insights GmbH, St. Johanns-Ring 54, CH-4056 Basel, Switzerland (CHE-499.809.857);

(c) "Terms" means the terms and conditions set forth herein;

(d) "Website" refers to the website at www.teal-ocean.com including without limitation any other designated sales pages, micro-sites and other online tools, facilities, services and platforms owned or managed by or on behalf of TEAL Ocean;

(e) "Services" means the solutions, products, features, offerings, programs and related Materials provided by TEAL Ocean;

(f) "Materials" means any documentation, articles, information, data, text, content, webpages, apps, social platforms, modules, workshops, games, webinars, coaching sessions, podcasts, online tools, design elements, look and feel, formatting, graphics, images, photographs, videos, music, audio, sounds and any other materials whether printed or digital contained in or provided via the Services or otherwise made available by TEAL Ocean in connection with the Services.

2. Client Purchase Order

2.1 These Terms apply to any order placed via a CPO agreed by both Parties identified on the CPO. The CPO and these Terms applicable to products and Services ordered under a CPO collectively constitute the "Agreement". Any changes to the Services must be agreed to in writing by both Parties.

2.2 The CPO details the Services to be purchased at the time the Parties execute the CPO. For the avoidance of doubt, Client submission of a CPO does not constitute acceptance but an offer to GAIA Insights. GAIA Insights reserves the right to decline a CPO for any reason prior to confirmation. GAIA Insights will accept and confirm a CPO by sending the Client an invoice for the CPO.

2.3 The Client may place written orders for additional quantities of the Services during the Term (as defined below). The Parties must issue a separate CPO or other agreement for any service outside the scope of the CPO. Nothing in the Agreement obligates Client to place, or GAIA Insights to accept, any additional orders. Any additional orders will be governed by the Agreement upon GAIA Insights' written confirmation of receipt and acceptance.

3. Price

3.1 Upon confirmation of a CPO, GAIA Insights will invoice Client for, and Client will pay in full, the total price in the currency stated in the applicable CPO. Sales taxes (VAT) are charged if applicable.

3.2 Invoices are due immediately upon Client's receipt of the invoice. Invoices not objected to in writing within thirty (30) days of Client's receipt will be deemed approved. Client will pay all reasonable attorneys' fees and court costs GAIA Insights incurs in collecting undisputed invoices.

3.3 If Client's internal policies required that a Purchase Order Number appear on invoices, Client must provide the Purchase Order Number with or immediately after signing the CPO. If a Purchase Order Number is required on an invoice, the requirement and number must be indicated on the CPO. If Client has not provided a Purchase Order Number within 10 business days of signature, Client will accelerate payment of any invoices delayed by Client's failure to provide a Purchase Order Number by the same number of days as the delay.

4. Term

4.1 The Agreement begins on the date the invoice is sent to Client and ends on the CPO End Date, unless otherwise terminated under section 13. Client is obliged to pay for Services rendered up to and including the date of termination.

4.2 Upon expiration of this Agreement, or termination under section 13, all Services provided hereunder automatically terminate.

5. Cancellation and Refund

5.1 GAIA Insights will make commercially reasonable efforts to avoid cancellations. However, GAIA Insights reserves the right to cancel, in whole or in part, any Services for any reason and at any time prior to or during the Services as GAIA Insights may deem necessary in its sole discretion. GAIA Insights also reserves the right to change, suspend or discontinue any aspect of the Services including any feature or content at any time without giving prior notice.

5.2 Client has the right to cancel any executed CPO within 14 days of payment. Notice of cancellation must be received by GAIA Insights during this 14 day period, via email at the following email address: transforming.leaders@gaia-insights.com. If Client has purchased digital content, this provision shall only apply until Client started the download or received the activation code for such via email. After this point in time, Client's right of withdrawal expires. For the avoidance of doubt, upon expiration of the withdrawal period no refunds are applicable, unless otherwise expressly agreed in writing by GAIA Insights.

6. Intellectual Property Rights

6.1 Any information and/or content that can be seen, heard or otherwise experienced on the Website or in the Materials is protected by Swiss and international copyright, trademark and other laws, and constitute the intellectual property of TEAL Ocean or its partners, affiliates or third parties. Except where expressly authorized, no Materials or the Website, provided through the Services or otherwise made available by TEAL Ocean in connection with the Services may be copied, reproduced, distributed, republished, uploaded, displayed, posted or transmitted in any way whatsoever. The TEAL Ocean trademark and logo are proprietary marks and the use of those marks is strictly prohibited. Nothing herein gives Client the right to use, copy, register as a domain name, reproduce or otherwise display any logo, tagline, trademark, trade name, copyrighted material, patent, trade dress, trade secret, or confidential information owned by TEAL Ocean or its partners or affiliates.

6.2 TEAL Ocean or its licensors own all title, copyright and all other intellectual property rights (including without limitation, database rights, trade marks, patents, and designs, whether registered or unregistered) in and related to all Services and Materials. Client acknowledges that Client does not own and shall not acquire any title, copyright or any other intellectual property rights in the Website and to the Services or any Materials and Client shall not modify, translate, adapt or otherwise amend the same otherwise than in accordance with the applicable law.

6.3 Except as otherwise expressly stated on the Website, through the Services or in the Materials, the Services and the Materials are supplied solely for Client information and educational, personal, non-commercial use. Any commercial use, copying, distribution, transmission or publication of the whole or any part of the Services or the Materials and/or the Website is strictly prohibited without the express prior written consent of TEAL Ocean.

6.4 All rights not expressly granted to Client under these Terms are reserved to TEAL Ocean or its licensors.

6.5 TEAL Ocean or its licensors will retain copyrights on all authored Material including published images, graphics, sound files, video clips, and copy texts unless otherwise agreed. If you believe that any such copy right has been violated, please contact TEAL Ocean at transforming.leaders@gaia-insights.com.

7. Warranties and Disclaimers

7.1 The Services and/or the Website may provide links or access to other third party websites or tools, which TEAL Ocean does not monitor, give input to or have control over. Client acknowledges and agrees that TEAL Ocean shall not be responsible in any way for the content or availability of any such websites or tools. Client acknowledges that TEAL Ocean provides such links or tools only as a convenience. The inclusion of any link or tool does not imply any kind of endorsement or warranty by TEAL Ocean. This statement applies to all links and references made on the Website or in the Materials as well as to third party comments and additions made in online guest books, discussion and chat forums and mailing lists. TEAL Ocean shall not be liable for any illegal, inaccurate or incomplete contents and especially for any sort of damages resulting from the usage or inability to use such links, tools or information presented by third parties.

7.2 TEAL Ocean cannot and does not guarantee or warrant that files available for downloading through the Website, Services or Materials will be free of infection by software viruses or other harmful computer codes, files or programs planted there by third parties.

7.3 TEAL Ocean makes no representation that the Service or Content is applicable or appropriate for use in locations outside of Switzerland. Client agrees to comply with all applicable laws and local rules regarding the transmission of technical data, acceptable contents and online conduct.



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7.4 TEAL Ocean warrants that the Services and the Website shall be provided with reasonable skill and care, and that the Materials will be of satisfactory quality. Nevertheless, Client agrees to assume total responsibility and risk for use of the Website and Services and for evaluating the accuracy, completeness and usefulness of all content provided by the Website and/or the Services.

7.5 TEAL Ocean will endeavor to make the Website and the Services available but does not warrant that the Website and/or the Services will operate continuously or will be uninterrupted, timely, secure or error-free, or that defects in the Website and/or the Services will be corrected, which could affect use of the Website and/or the Services.

7.6 The Website and/or the Services are provided on an "as is" and "as available" basis, and do not constitute professional advice, including but not limited to therapy. TEAL Ocean does not accept any responsibility or liability for any loss, which may arise from reliance on information contained on the Website and/or through the Services. Further, TEAL Ocean does not warrant or make any representations concerning the accuracy, completeness, likely results or reliability of the use of the Services or the Materials, that Client will successfully complete the Services, or that any particular level of knowledge will be attained.

7.7 The above warranties are TEAL Ocean only warranties and TEAL Ocean makes no warranties, express or implied, and hereby expressly disclaims and negates all other warranties of any kind, express, implied, statutory or otherwise, including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement of intellectual property or other violation of rights.

8. Limitation of Liability

8.1 TEAL Ocean shall not be liable to Client or any third party acting as a result of information or views expressed in its Services.

8.2 To the maximum extent permitted by law, TEAL Ocean will not be liable for any loss of, damages or costs whatsoever, including, but not limited to:

- (a) Any direct, incidental, consequential, exemplary or indirect damages arising out of the use of or inability to use the Website and/or the Services;
- (b) Any claim attributable to errors, omissions or other inaccuracies in the Website and/or the Services;
- (c) Loss of data or unauthorized access to or alteration of transmissions or data;
- (d) Statements or conduct of any third party on the Website and/or the Services;
- (e) Failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including loss of profits, anticipated profits, revenues or anticipated savings, goodwill or business opportunity);
- (f) Any other matter relating to the Website and/or the Services;

regardless of whether any of the matters listed above are foreseeable, known, foreseen or otherwise.

8.3 The maximum liability of TEAL Ocean arising out of or in connection with any agreement made pursuant to these Terms or any collateral contract, whether in contract, tort (in each case concerning negligence) or otherwise shall in no circumstances exceed the amount paid by Client to TEAL Ocean.

8.4 Neither party shall be liable to the other for any failure or delay in the performance of its obligations under these Terms (except for a failure by Client to pay for any Services in an executed CPO) caused by unforeseen events beyond that party's reasonable control.

9. Indemnity

Client understands and agrees that it is responsible for behavior on the Website or when using the Services. Client agrees to protect, indemnify, defend and hold harmless TEAL Ocean, its affiliates, business partners, licensors, employees, officers, current or future directors, owner(s), assigns and agents from and against all claims, suits, demands and causes of action of every kind and character without limit (including any costs, losses, expenses, liabilities or damages (including but not limited to direct, incidental, consequential, exemplary and indirect damages)), and including reasonable legal fees incurred by TEAL Ocean resulting from or arising out of Client conduct. Client indemnity obligations include, but are not limited to, any third party claim against TEAL Ocean for liability for payments for, damaged caused by, or other liability relating to Client.

10. Privacy Policy

For information on data privacy, including the data disclosures we reserve the right to make, please refer to the data Privacy Policy here: <https://gaia-insights.com/privacy-policy/>

11. Use of the Website and Services

11.1 Client is responsible for ensuring that its computer system meets all relevant technical specifications necessary to use the Services and/or the Website, is compatible with the Services and/or the Website and is capable of running the Services and/or the Website content.

11.2 Client must not attempt to interfere in any way with the proper working of the Website and/or the Services and in particular must not attempt to circumvent security, tamper with, hack into, or otherwise cause damage to or disrupt any computer system, server, website, router or any other internet-connected device.

12. Information, Registration, User Name, Password

12.1 If Client supplies any information or material to TEAL Ocean or others via the Website or Services, it guarantees that it has the legal right to supply, post, or store such information or material and that doing so will not violate any law or the rights of any person or entity. Client also agrees to abide by any additional rules regarding posting of user content, such as the type of content allowed in various areas of the Website or Services.

12.2 As a user of the Website and the Services, Client may be required to create account/s with TEAL Ocean. Client warrants that the information provided to TEAL Ocean is truthful and accurate, with no impersonation of another person. Client is responsible for maintaining the confidentiality of any password/s that may be used to access user account/s, and Client agrees not to transfer password/s or user names/s, or lend or otherwise transfer use of or access to user account/s, to any third party. Client is fully responsible for all transactions with, and information conveyed to TEAL Ocean under its user account/s. Client agrees to immediately notify TEAL Ocean of any unauthorized use of its password/s or user name/s or any other breach of security related to its user account/s. Client agrees that TEAL Ocean is not liable, and Client will hold TEAL Ocean harmless, for any loss or damage arising from Client's failure to comply with any of the foregoing obligations.

13. Termination and Access Restriction

TEAL Ocean reserves the right, in its sole discretion, to terminate Client's use of and access to the Website and/or the Services, in whole or in part, at any time without notice for any reason, including if You have breached or violated any of these Terms. TEAL Ocean may discontinue the Website and/or Services or any portion of the Website and/or Services at any time for any reason.

14. General

14.1 TEAL Ocean is committed to diversity and inclusion. If, in order to use the Website and/or Services, Client has accessibility requirements such as large print or audio recording, please contact us via email: transforming.leaders@gaia-insights.com. TEAL Ocean however does not guarantee to be able to meet any request.

14.2 The Website and/or Services may contain typographical errors or other errors or inaccuracies and may not be complete or current. TEAL Ocean therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Website and/or Services at any time without prior notice. TEAL Ocean does not however guarantee that any errors, inaccuracies or omissions will be corrected.

14.6 Client acknowledges and agrees to assume total responsibility and risk for its use of the Services, including any actions and consequences during or after the Services. If applicable, Client must comply with all safety rules and regulations and any other reasonable security requirements that apply at any premises at which any part of the Services are provided. TEAL Ocean reserves the right to remove the Services from Client or anyone else whose behavior is deemed inappropriate by TEAL Ocean, experts or business partners. In these circumstances, for the avoidance of doubt, no refunds are available.

14.7 Subject to clause 5.4, the benefits and obligations conferred by these Terms upon Client shall not be assigned, delegated, transferred, sub-contracted or encumbered or otherwise made available or disposed of without the express prior written consent of TEAL Ocean.

14.8 These Terms are not intended to, and do not, give any person who is not a party to them any right to enforce any of their clauses.

15. Notices

15.1 Notices to TEAL Ocean should be sent to transforming.leaders@gaia-insights.com or by post to the address mentioned in clause 1(a).



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15.2 Notices to Client may be sent by email. Notice will be deemed received twenty four (24) hours after the email is sent.

16. Law, Disputes and Jurisdiction

16.1 Every clause of these Terms will be construed, to the extent possible, so as to be valid and enforceable. If any clause so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such clause will be construed as closely as possible so as to affect the original intent of these Terms, and the remainder of the Terms will remain in full force and effect.

16.2 These Terms and any and all disputes, whether contractual or otherwise, arising out of or in connection with them are governed by and will be interpreted in accordance with the laws of Switzerland and are subject to the exclusive jurisdiction of the Courts of Switzerland (and venue in Basel City), to which jurisdiction You hereby irrevocably submit.

GAIA Insights GmbH

November 2022