

## Terms and Conditions

Welcome to Bhava Breath! Please read these Terms & Conditions carefully before booking a session with me.

For the purposes of these terms and conditions, the term "Facilitator" shall refer to both the individual Facilitator and their business entity "BHAVA BREATH" and vice versa, and all references to the Facilitator shall be deemed to include both the individual Facilitator and their business entity. You, the Client acknowledges and agrees that any and all provisions relating to the Facilitator shall apply equally to the individual Facilitator and their business entity.

### 1. Services Offered:

Bhava Breath, operated by Jakob Braun, offers Breathwork sessions in 1:1, group and corporate group settings. Sessions are available both in person and online via video conferencing.

#### 1.1 Description of Breathwork

Breathwork at Bhava Breath is a partnership between the Breathwork Guide and the Client in an introspective and transformative process. It encourages the client to tap into their inner potential and well-being through the practice of conscious connected breathing. This practice involves rhythmic and intentional breathing patterns that facilitate deep relaxation, emotional release, and personal growth. The facilitator steps into the role of holding space for the client. Being a guide to facilitate the breathing process but stepping back to give space to the clients to heal themselves.

Breathwork is designed to facilitate the exploration and development of personal goals related to emotional balance, stress management, and overall wellness. Through guided sessions, clients are supported in identifying areas of focus.

#### 1.2 Limitations of Breathwork

Breathwork is not therapy and does not serve as a substitute for therapy if needed. It does not diagnose, prevent, cure, or treat any mental disorder or medical disease. Clients understand that Breathwork does not involve medical or psychological diagnoses or treatments and should not replace professional advice from qualified professionals. The Breathwork Guide is not a registered medical professional and cannot provide medical advice. Clients are responsible for seeking appropriate medical or therapeutic assistance as needed.

Specific outcomes or results from Breathwork sessions cannot be guaranteed, as individual experiences and progress may vary based on personal circumstances and dedication to the practice.

#### 1.3 Readiness for Breathwork

It's important to note that Breathwork may not be suitable for everyone. Certain medical conditions or contraindications may preclude individuals from participating in Breathwork sessions. These contraindications may include, but are not limited to:

- \* Cardiovascular issues such as high blood pressure, heart disease, or recent heart surgery
- \* Respiratory conditions such as asthma, chronic obstructive pulmonary disease (COPD), or recent respiratory infections
- \* Pregnancy, especially in the later stages
- \* Epilepsy or history of seizures

- \* Psychological conditions such as severe anxiety disorders, schizophrenia, or recent traumatic experiences
- \* Recent surgery or physical injuries that may impact breathing or mobility

Clients with any of the above conditions or any other significant health concerns should consult with their healthcare provider before participating in Breathwork sessions. The Breathwork Guide may also request additional information or clearance from a medical professional before proceeding with sessions.

Ensuring the safety and well-being of clients is a top priority at Bhava Breath. By understanding and addressing contraindications, we strive to create a supportive and beneficial environment for all individuals seeking to explore the transformative power of Breathwork.

If any uncertainties arise, clients should reach out to the facilitator for guidance via [jakob@bhava-breath.com](mailto:jakob@bhava-breath.com)

## 1.4 Breathwork Expertise

The Facilitator has obtained the necessary qualifications, certifications, and training to provide Breathwork services. They will continuously enhance their knowledge and skills to stay updated with the latest developments in the field of Breathwork.

## 2. Client Responsibilities

Client: The term "client" refers to any individual or entity who engages in the services provided by Bhava Breath. The client may seek guidance, support, and assistance in achieving personal wellness goals through the Breathwork sessions and programs offered by the Breathwork Guide.

### 2.1 Honest and Accurate Information

Clients agree to provide the Breathwork Guide with accurate and truthful information regarding their health, medical history, and any relevant personal circumstances. This includes disclosing any pre-existing medical conditions, allergies, or medications that may impact their participation in Breathwork sessions.

### 2.2 Active Participation

Clients agree to actively engage in the Breathwork process, including being on time for scheduled sessions, participating in guided exercises, and communicating openly with the Breathwork Guide. This includes being receptive to guidance, exploring suggested techniques, and taking ownership of their progress. Additionally, clients reserve the right to prioritize their comfort and well-being. If at any point during the workshop they feel uncomfortable or overwhelmed, they are encouraged to communicate this to the Breathwork Guide and may choose to leave the session without judgment or repercussion. Ensuring the safety and comfort of our clients is of utmost importance at Bhava Breath.

### 2.3 Self-Responsibility

Clients recognize that the success of the Breathwork process depends on their own dedication and commitment. It is understood that specific outcomes or results cannot be guaranteed, and individual experiences may vary based on personal factors and engagement with the practice.

### 2.4 Professional Boundaries

Clients agree to maintain a professional and respectful relationship with the Breathwork Guide, refraining from any behavior that may be considered disrespectful or inappropriate. Clients shall respect the Breathwork Guide's time and adhere to scheduled session times.

## 2.5 Communication

Clients agree to communicate openly and promptly with the Breathwork Guide, sharing any concerns, questions, or changes in circumstances that may impact the Breathwork sessions or relationship.

## 2.6 Confidentiality

Clients understand and agree to maintain the confidentiality of any sensitive information shared during Breathwork sessions and not to disclose it to third parties without prior consent.

## 2.7 Maintaining Professional Boundaries

The facilitator will uphold professional boundaries by refraining from engaging in any activities or relationships that may compromise the relationship between facilitator and client. They will not provide therapy, counseling, or medical advice unless qualified and licensed to do so.

## 3. Payment and Cancellation Policy:

Payment for sessions must be made in advance through the designated payment methods.

Clients are responsible for notifying the Facilitator at least 24 hours in advance if they are unable to attend a scheduled session. Failure to provide the required notice may result in the Facilitator billing the Client for the missed session. Notifications should be sent directly to the Facilitator via email or WhatsApp. Please note that this policy does not apply to emergency situations, which will be defined by the Facilitator. If the Facilitator needs to cancel or reschedule a session, they will also provide a 24-hour notice. Refunds will be issued only in accordance with our Refund Policy.

### 3.1 Failed payments

It is the Client's responsibility to ensure that the chosen payment method is valid and sufficient to cover the selected services.

The Facilitator reserves the right to suspend or terminate the business relationship if any outstanding payments are not received or if there are recurring payment issues. In such cases, the Facilitator may require the Client to fulfill their payment obligations before continuing with further sessions or services.

## 4. Confidentiality

All client information and interactions will be kept confidential.  
Client confidentiality will be maintained unless disclosure is required by law.

## 5. Liability Waiver:

Clients participate in Breathwork sessions at their own risk.  
Bhava Breath and Jakob Braun are not liable for any injuries or damages that may occur during or as a result of the session.

## 6. Code of Conduct:

Clients are expected to conduct themselves respectfully and responsibly during sessions.  
Disruptive behavior or inappropriate conduct will not be tolerated.

## 7. Intellectual Property:

All materials provided during Breathwork sessions, including but not limited to guided meditations, breathing techniques, and instructional content, are the intellectual property of Jakob Braun and Bhava Breath.

## 8. Limitation of liability and disclaimer

The Client acknowledges that the Breathwork services provided by the Facilitator are not a substitute for medical advice, diagnosis, or treatment. The Client understands that they are solely responsible for their own physical, mental, and emotional well-being and should seek appropriate medical advice and care from qualified professionals.

The Facilitator, including its affiliated individuals or entities, shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in connection with the services, including any injuries, losses, or damages sustained by the Client or any third party. The Client acknowledges that they engage in the services at their own risk.

The information, guidance, and recommendations provided by the Facilitator are based on their professional knowledge and experience. However, the Facilitator does not guarantee any specific results or outcomes. The Client understands that their progress and success depend on their own efforts, commitment, and individual circumstances.

Bhava Breath does not warrant that the platform or services will be uninterrupted or error-free, that defects will be corrected or that servers are free of viruses or other harmful components.

The Client acknowledges and accepts that engaging in the provided services may involve certain risks. They assume full responsibility for any risks or consequences that may arise from implementing the information, recommendations, or suggestions provided by the Facilitator.

In no event shall the Facilitator or its affiliated individuals or entities be liable to the Client or any third party for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or related to the health services, including errors, omissions, delays, or inaccuracies in the information provided.

This liability clause is binding upon the parties and their respective successors, assigns, and legal representatives.

## 9. Dispute Resolution

### 9.1 Good-faith negotiations

In the event of any dispute or disagreement arising from these terms and conditions or the Breathwork sessions, both parties agree to initially seek resolution through sincere and open negotiations. Either party may initiate these negotiations by providing written notice to the other party, detailing the nature of the dispute and proposing potential solutions. Both parties will engage in a constructive and cooperative exchange of information, striving to achieve a mutually acceptable resolution within a reasonable timeframe.

### 9.2 Mediation

If the dispute persists despite negotiation efforts, both parties agree to engage in mediation before pursuing legal action. The mediation process will be facilitated by an impartial mediator mutually chosen by both parties. The mediator's role is to facilitate communication, identify key issues, and explore potential solutions. The costs of mediation will be shared equally unless otherwise agreed upon.

### 9.3 Arbitration

Should mediation fail to resolve the dispute or if either party declines to participate, any unresolved issues shall be submitted to binding arbitration. The arbitration proceedings will adhere to the rules and procedures of a recognized arbitration institution agreed upon by both parties. The arbitration decision will be final and binding, enforceable in a court of law.

However, either party retains the right to seek injunctive or equitable relief to safeguard their rights and interests without resorting to the dispute resolution process outlined above.

This dispute resolution provision is governed by and interpreted in accordance with the laws of Estonia.

## 10. Jurisdiction and Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Estonia. Any disputes arising from or related to these terms and conditions will fall under the exclusive jurisdiction of the courts of Estonia.

### 10.1 Cross-Border Application

Both parties agree that these terms and conditions are valid and enforceable in all jurisdictions where Breathwork services are provided. While efforts will be made to comply with local laws and regulations, clients from different jurisdictions are responsible for understanding and adhering to any relevant legal requirements.

### 10.2 Legal Advice

Clients acknowledge their responsibility to seek independent legal advice to ensure compliance with the laws of their jurisdiction and to evaluate the suitability and enforceability of these terms and conditions in their specific circumstances.

## 11. Amendments:

Bhava Breath reserves the right to amend these Terms & Conditions at any time. Clients will be notified of any changes to the Terms & Conditions. By booking a session with Bhava Breath, you agree to abide by these Terms & Conditions.

If you have any questions or concerns, please contact Jakob Braun at [jakob@bhava-breath.com](mailto:jakob@bhava-breath.com)  
Thank you for choosing Bhava Breath for your Breathwork journey!