

## Portland Hypnosis Institute Terms & Conditions

This agreement outlines the terms and conditions for the undersigned individual ("Student") to attend and participate in a training offered by the Portland Hypnosis Institute, a Limited Liability Corporation based in Oregon.

By signing this agreement, the student acknowledges entering into a legally enforceable contract and agrees to be bound by the terms detailed below, starting from the date the agreement is signed. The student confirms understanding and acceptance of the following:

To become certified as a hypnotist, the student is required to successfully complete one hundred (100) hours of professional training and pass an open-book examination. Fulfilling this criterion may include course credit from external study and practice. It is the student's responsibility to compensate for any required hours through additional study and/or practice if they are absent from class. To complete the certification program, all students must engage in and practice hypnosis throughout the training. Classes are taught online, in-person, or with a hybrid schedule, as follows:

**Online:** Online certification is accomplished through self-paced home study. In addition to online student's home study, group classes are offered remotely via Zoom twice per month to complement student's independent learning. Zoom class attendance is optional. Portland Hypnosis Institute offers Zoom group classes twice per month on Wednesday evenings from 6:00 p.m.-8:00 p.m. to enhance student's education and to provide a supportive learning environment. Zoom classes are offered at no extra cost. (100 hours total)

**In-Person:** Saturday and Sunday, 9:00 a.m.-3:00 p.m. (PST), plus Tuesday & Thursday evenings 6:00 p.m.-8:00 p.m. for 4 consecutive weeks, plus home study and practice. (100 hours total)

The Portland Hypnosis Institute Inc. reserves the right to modify the location, venue, dates, hours, and curriculum at their sole discretion.

**Tuition:** Course tuition is \$2,495.00, payable in advance. Course tuition includes all course materials. All major credit cards are accepted. Cash, PayPal, or checks made out to Portland Hypnosis Institute are also accepted. Installments plans are available through Affirm, PayPal, or Stripe payment plan.

**Refund Policy (In person students):** Refund requests made 30 days or more before the first class session will receive a full refund. No refunds after the first day of class. If a student is unable to attend the class session for which they are registered, a future class session will be offered at the sole discretion of Portland Hypnosis Institute LLC.

**Refund Policy (Online students):** For online students enrolled in our training course, we offer the following refund policy to accommodate the unique nature of online learning. Should you need to cancel your enrollment, you must do so at least 14 days before the course commences to be eligible for a full refund. Cancellations made after this period may not be eligible for a full refund, reflecting the allocation of resources and access provided to you upon enrollment. We encourage online students to review their schedules and commitments well in advance to ensure they can participate fully in our course offerings. No refunds will be offered after the first chapter of course content is delivered online.

**Online and In-person Students:** Refund requests must be submitted in writing by mail to: Portland Hypnosis Institute P.O. Box 27, Lake Oswego, OR 97034. The effective date of the request will be determined by the date the mail is received.

**Termination Policy:** A student's participation in the course may be discontinued for any of the following reasons: (1) engaging in behavior that poses a safety risk or is disruptive or disrespectful; (2) failing to meet satisfactory attendance or practical skill standards; (3) engaging in any form of inappropriate behavior as determined solely by the instructors at Portland Hypnosis Institute ("Instructors"); (4) Not fulfilling tuition payment obligations.

The Portland Hypnosis Institute LLC reserves the right to refuse service at the discretion of its instructors. Should a student be expelled, the specified refund policy will be applied.

**Contraindications:** Some mental health conditions are not suitable for hypnosis and hypnotherapy. Students diagnosed with bipolar disorder, schizophrenia, hallucinations or psychosis, are required to obtain written consent from a licensed mental health care provider before being permitted to participate in the training.

**Confidentiality:** The Instructor will manage the Student's personal information with care. In the interest of the Student's protection, the Instructor may, at their discretion, choose to have a private discussion with the Student if there are concerns about the Student's aptitude for hypnosis or if the Instructor becomes aware of any issues that could impact the Student's safety, practice, learning, or future career in hypnotherapy. Should there be a need for a private conversation, the Instructor will organize this with the Student as quickly as possible.

Recording devices are not allowed in any class sessions (in-person or Zoom) to protect student's privacy.

**Publishing or Sharing Course Materials Prohibited.** All course materials and associated rights shall exclusively belong to their original creators and/or proprietors. The Student agrees not to reproduce, publish, circulate, or distribute any course materials by any means, including digital, online, paper, photocopying, photography, or any other method, without explicit consent from the original creators and/or Portland Hypnosis Institute.

**Student has read and agrees to the following:** I acknowledge that I have reviewed this document and completely grasp the terms and conditions outlined in this Agreement, as well as the responsibilities it imposes on the parties involved. I accept that it is my exclusive responsibility to fulfill all the necessary course criteria for certification. I am aware that this consent is continuous, cannot be revoked, and will be legally binding on my successors and assignees.

**Scope of Practice/Disclaimer:** I am aware that the practice of hypnotism, hypnosis, or hypnotherapy is not regulated by the State of Oregon. I recognize that completing this course and obtaining certification does not equate to obtaining a license or formal education in any medical, health, therapy, emotional counseling, psychiatric, psychological, or sociological profession.

I agree and confirm that I will not employ hypnosis for any medical or other activities that require a license I do not possess, except when operating under the guidance of a licensed professional as required by law. I understand that these classes are not for the purpose of diagnosing, or the treatment of, any physical or mental ailment.

I acknowledge that the Instructor, at their own discretion, may employ various teaching strategies and methods, such as recounting instances of hypnosis experiences, which could be considered offensive by some students but are deemed essential for the educational journey of the Course. Recounting hypnosis experiences by the instructor will maintain the confidentiality of the client.

I understand that completing this course and earning a certification as a Hypnotist or Hypnotherapist does not ensure job placement or income. I acknowledge that it is entirely up to me to set up and develop my hypnotism practice and business.

**I agree to carry out all my hypnotism practices and activities in alignment with the Code of Ethics and Standards for Hypnotic Practice set forth by the National Guild of Hypnotists.**

**Warranties:** The Portland Hypnosis Institute expressly disclaims any representations or warranties related to this agreement, including the products, services, or transactions it entails. This includes, but is not limited to, any implied warranties of merchantability, suitability for a specific purpose, or any warranties that might arise from the manner of dealing, performance, or customary practice.

**Limitation of Liability.** To the fullest extent allowed by law, the Portland Hypnosis Institute, Inc. will not be liable for any indirect, special, incidental, consequential, exemplary, liquidated, or punitive damages, including but not limited to loss of profits, revenue, or business, resulting from the services provided or other deliverables to the student, even if the Portland Hypnosis Institute, Inc. has been informed about the possibility of such damages. Despite any provisions to the contrary within these terms, the liability of the Portland Hypnosis Institute, Inc. for any reason and under any form of legal action will always be limited to the greater of the total payments made by the student to the Portland Hypnosis Institute, Inc. for the service in the past twelve (12) months or one hundred dollars (\$100.00).

**Agreement Limitation.** This Agreement does not suggest or establish any form of partnership, association, joint venture, or an employer-employee, or franchiser-franchisee relationship between the Student and the Portland Hypnosis Institute LLC.

**Entire Agreement:** This Agreement represents the complete and sole understanding between the parties concerning its subject matter, overriding all previous or concurrent written or oral agreements or understandings related to this subject matter.

This Agreement will be governed and interpreted in line with the laws of the State of Oregon, without consideration for its conflict of law provisions. Any legal actions, suits, or proceedings related to this agreement must take place exclusively in Clackamas County, Oregon. The parties agree to and accept the exclusive jurisdiction of the courts located within this county for any such legal matters.

By clicking the "I Accept" button, you are electronically signing this Agreement. You acknowledge that your electronic signature is deemed as legally binding as your physical signature on this Agreement. By selecting "I Accept" through any device or method, you are agreeing to the terms and conditions of this Agreement. Furthermore, you accept that your electronic signature on this document, referred to from this point as your "E-Signature," holds the same validity as a handwritten signature. You also acknowledge that the validity of your E-Signature does not require verification by a certification authority or any other third party, and the absence of such validation does not compromise the legal effectiveness of your E-Signature or any contract formed with Portland Hypnosis Institute LLC as a result.