



PROGRAM PARTICIPATION TERMS AND CONDITIONS

The Conscious Code Academy is a safe learning and skill development space for students (participants) to access sessions, teachings, and events to master Conscious Coding® modality for their professional practice.

This Program Terms and Conditions (the "Agreement") is a legally binding contract between you (the "Student"), and The Conscious Code Academy HKBN 3034113 (the "Academy") and Devon Golden, founder and owner (the "Lead Instructor") and covers the purchase and delivery of the Programs referred to below.

Please read this Agreement carefully and contact info@consciouscoding.com if you would like to discuss any aspect of this Agreement.

You are deemed to have accepted the terms in this Agreement upon payment of your selected program's fees.

TERMS AND CONDITIONS

1. Term

- 1.1. This Agreement will begin upon payment of the Programs fees.
- 1.2. It will apply for the duration of the selected program (s) and completion of any payment plan going beyond the programs' length.

2. Programs

The Academy currently offers the following courses ("Programs") :

Please refer to <https://consciouscoding.com/home/courses/> for Program fee information.

2.1 Introduction to Conscious Coding®: 1 day

Introduction to Conscious Coding® teaches participants about Conscious Coding® and what it is all about.

2.1.1 Inclusions

- Introduction to Conscious Coding®
- Principles and practices of Conscious Coding® for life and health Delivery
- In-person delivery with an online self-study component.
- Self-study worksheets and textbooks

1.1.2 If the participant opts to take this course for free, audited, the following is understood:

- Inability to be added to the student portal
- Inability to earn a certificate
- Inability to use the learned Conscious Coding techniques

- Inability to progress to future courses

1.1.3 Introduction to Conscious Coding may be taught by Conscious Coding Practitioners under license only. Please contact the Academy at info@consciouscoding.com to apply for a license.

2.2.1 **Conscious Coding® Fundamentals** – 4 days

2.2.2 Conscious Coding® Fundamentals provides students with the necessary tools and guidance to practice Conscious Coding® as professional practitioners.

2.2.3 Introduction to Conscious Coding® is a pre-requisite to the Conscious Coding® Fundamentals.

2.2 **Conscious Coding® Practitioners Licensee Training** – 3 days

2.3.1 Conscious Coding® Practitioners License teaches participants all the tools and necessary aspects to practice Conscious Coding®, expanding on the fundamentals course to become licensed to practice on other individuals.

Pre-requisites

2.3.2 Introduction to Conscious Coding® and Conscious Coding® Fundamentals are pre-requisites to Conscious Coding® Practitioners License.

2.3 **Conscious Coding® Teachers License** – 3 days

2.4.1 Conscious Coding® Teachers License teaches the requirements of teaching Conscious Coding® to others.

License Pre-requisites

2.4.2 Introduction to Conscious Coding®, Conscious Coding® Fundamentals, and Conscious Coding® Practitioners License or the completion of Conscious Coding® Mentorship Program are pre-requisites to Conscious Coding® Teachers License.

2.4 **Conscious Coding® Mentorship Program** - 12 months

Conscious Coding® Mentorship Program is an international professional mentorship and support experience for participants to become and remain current as Conscious Coding® Practitioners.

2.2.1 Payment Plans are available – See paragraph 3.1 below.

2.2.2 **Inclusions**

- Three (3) 1:1 online mentoring sessions delivered bi-monthly
- Six (6) modules of Conscious Coding® where participants will learn essential concepts, theories, and tools they need to thrive as a Conscious Coding® Practitioner
- Private Facebook and Telegram group for extra support
- Email and messenger support
- Bonus Course for upfront Program Payment.

2.6 **Practitioner requirements**

2.6.1 To become a qualified Conscious Code Practitioner via the **Conscious Coding® Practitioners Licensee Training**, students must

- a. attend the three (3) day in-person training,
- b. complete all online content,
- c. complete the final examination,
- d. teach Introduction to Conscious Coding; and
- e. submit 25 case studies for approval.

2.6.2 To become a qualified Conscious Coding® Practitioner via the **Conscious Coding® Mentorship Program**, you must:

- a. finish all courses (Introduction, Fundamentals, Practitioners)
- b. complete all seven (7) modules
- c. complete all quizzes for each module (mentorship)
- d. attend at least 80% of all live classes (mentorship)
- e. complete log (using the practice log form provided) of at least 25 hours of practice throughout training
- f. submit a 6000-word research paper to be published by the Conscious Code Publication House.
- g. complete an IPA analysis of a single case study

- h. complete your profile for the website
- i. pass the final examination
- j. demonstrate capability to teach Introduction to Conscious Coding® by uploading teaching evidence such as videos and materials.

2.7 Reassessment protocol

- 2.7.1 If the Participant fails to complete the requirements in paragraph 2.6.2, the Participant will need to resubmit or retake the requirement.
- 2.7.2 If the Participant fails to meet 80% attendance, the Participant will need to access additional sessions at UDS300 per hour.
- 2.7.3 Where a student still fails to achieve the minimum requirement, they may be invited to join the following year's class at no extra charge so that they can continue their studies and further practice the skills. This invitation is dependent on their participation and performance within the original 12-month program.
- 2.7.4 There is no refund for failure to complete or pass the program.

2.8 Mentoring Sessions

- 2.8.1 All Conscious Coding® Mentorship Program sessions are delivered via Zoom and must be booked and completed with the 12-month program duration unless otherwise agreed.

2.9 Qualifications

Upon successful completion, participants will receive any or all of the following (according to enrolment):

- a. Certificate of Completion: Introduction to Conscious Coding®
- b. Certificate of Completion: Conscious Coding® Fundamentals
- c. Certificate of Qualification: Conscious Coding® Practitioners Licence

2.10 License Renewal

Licence Agreement

2.10.1 Students wishing to practice Conscious Coding as a modality in their therapy practice or teach Conscious Coding to other practitioners are required to enter into a separate Licencing Agreement

In brief

- 2.10.2 The Conscious Coding® Practitioners and Teachers Licence are both valid for one (1) year only.
- 2.10.3 The Licensee will receive two (2) reminders before the expiry of their licence.
- 2.10.4 To renew their practitioner license, the Licensee must:
 - a. pay a fee of \$150 annually (practitioner license) or \$1500 annually (teachers license), and
 - b. complete all refresher courses and any updates to the other courses

3. Fees and Payment

You understand and agree:

Payment options for the Programs are as follows:

- 3.1 All programs (except for Conscious Coding® Mentorship Program) require full payment at the time of enrolment.
- 3.2 **Conscious Coding® Mentorship Program**
 - a. USD \$10,000 (payment in full); or
 - Payment Plan**
 - b. USD 1500 registration fee paid upfront at enrolment, followed by eleven (11) monthly payments of USD 800
- 3.3 All fees are in US Dollars.
- 3.4 Payment is accepted online by third-party payment processors, currently, Stripe for single payments and Split for payment plan instalments.

Late payments

- 3.5 You are responsible for ensuring that payments are made on time.

- 3.6 The Conscious Code Academy reserves the right to cease program access until the due fees are paid in full.
- 3.7 If an account is beyond 30-days overdue, The Conscious Code Academy reserves the right to turn the account to third-party collections.
- 3.8 This Agreement will be terminated at this time, and no further access to the program will be provided.

Variation

- 3.8 The Conscious Code Academy reserves the right to vary any fees at any time.
- 3.9 Changes in fees will not affect you and will only apply to a new round of program delivery.

4. Refund Policy

You understand and agree:

- 4.1 You may withdraw from any Program for any reason within fourteen (14) days of the program's commencement OR delivery of any pre-program content regardless of program commencement date (fees apply; see below).
- 4.2 All withdrawal requests must be in writing to info@consciouscoding.com.
- 4.3 A refund less 10% administration fee will be provided within 14 days of notification of withdrawal.
- 4.4 No refund is available after 14 days from the commencement of any Program.
- 4.5 You remain liable for the remainder of the Program fee regardless of whether you paid in full or by payment plan. (Please see **Refund Management** for reasons other than a change of mind below).

4.6 Refund Management

You understand and agree:

- 4.7 Your commitment to your success and completion of your selected program is required to gain maximum results from the program.
- 4.7 Refund requests after 14 days of any program's commencement will be managed according to our obligations and your rights as consumers under Hong Kong Law.
- 4.8 Refund requests will be considered on a case by case basis and are not guaranteed.
- 4.9 Where your payment method is via a payment plan, costs will be calculated and deducted from the total fees owing to The Conscious Code Academy.
- 4.10 You will remain liable for the balance for payment owed to The Conscious Code Academy.
- 4.11 Failure to pay at any time is a breach of this Agreement, and we are entitled to seek legal relief and remedy for this breach and to recover the debt owed by you.
- 4.12 Outstanding accounts will be referred to a third party for debt collection.

5. Day to day communication

You understand and agree:

- 5.1 Day to day communication for the programs' duration is via Facebook, Telegram Support Group and the Course Program.
- 5.2 The Facebook, Telegram, Group and course forum help build connections and facilitate group learning, peer support, and education.
- 5.3 Unless your communication is personal or confidential, you are requested to post all questions, comments, and observations to the Facebook and Telegram Group or the course forum.
- 5.4 For any private matters such as queries regarding the program, accounts, or personal issues, please email info@consciouscoding.com.
- 5.5 Emails are responded to within 48 hours during business hours, Monday to Friday.
- 5.6 A representative from the Academy will respond to group questions within 24 hours on business days only.

6. Participant Expectations

6.1 Participants are required to:

- be open to having a "neutral" mindset to learn the Conscious Coding®
- be open to a new foundation of beliefs and practices
- be open to learning a new framework for their life and health
- learn and practice new skills
- be self-disciplined and self-motivated with study and skills practice
- abide by the [Conscious Coding Philosophy, and Ethics](#) principles.

6.2 Your commitment includes but is not limited to:

- completing the entire program, you have purchased with full participation
- attending all live calls
- being present and engaged in the private Facebook or Telegram Support Group and course forum.
- being committed to achieving your defined outcomes
- being supportive of others in the program
- attending your scheduled private consultations with the Practitioner.

Facebook Groups, Telegram Support Groups and Course Forum (platform-based)

The private Facebook Group and Telegram Groups, and Course Forum are by invitation only for Program Participants.

- 6.3 The Facebook Group, Telegram Support Groups' and Course Forum's sole purpose is to provide a private forum for Participants to ask questions and access group coaching calls.
- 6.4 You agree to abide by the Facebook Group, Telegram Support Group and Course Forum rules of conduct, privacy and confidentiality of group discussions, member details and posts relating to their personal stories and businesses.
- 6.5 You are prohibited from promoting your business, other Facebook and Telegram groups and similar programs to that of the Programs under this Agreement, in the Facebook and Telegram Groups or by private message to other group participants.
- 6.6 Toxic, abusive and disrespectful conduct will result in removal from the Facebook and Telegram Support Group.
- 6.7 Sharing of posts from the Facebook and Telegram Group, including images, is strictly prohibited. This conduct will result in immediate removal from the group.
- 6.8 You will respect the confidentiality of each Participant in all group coaching calls.
- 6.9 You will not discuss another participant or their personal stories in either an individual or professional context outside the group for any reason without the Participant's express written permission.

Technology issues

- 6.10 If there are any problems with the website or if the host or network should go down due to circumstances beyond our control, The Conscious Code Academy shall not be held responsible. We will do our best to get the system back up as soon as possible when it is within our control.
- 6.11 The Conscious Code Academy shall not be liable to you or any other party because of any viruses or malware that may infect your or any other party's electronic equipment.
- 6.12 You agree that you:
 - a. will not use any robot, spider or other devices, process or means to access the program
 - b. will not compromise or circumvent the security controls of the program or otherwise gain unauthorised access to the program
 - c. will not attempt to interfere with the proper working of the program.

Course Dashboard

- 6.13 You will be required to register your details to create a password to access the Course Dashboard's program content.
- 6.14 Your login details will be shared with you to the email address provided at registration.
- 6.15 It is your responsibility to ensure the details you provide are correct and current.

Password security

- 6.16 You are solely responsible for the protection and confidentiality of any password that may be issued to or subscribed for by you from time to time.
- 6.17 You will not share your password with any other person.
- 6.18 You will immediately notify us if your password is lost or becomes known to any other person.
- 6.19 You are solely responsible for access and use of this Site via your password, whether such access or use is by you or any other person.
- 6.20 The personal information you provide to the program will be managed according to our [Privacy Policy](#).

7. Confidentiality

- 7.1 All information shared with the Practitioner during individual coaching sessions is confidential and will not be shared with a third party unless required by law.
- 7.2 Personal and business information provided by you is managed by our Privacy Policy

8. Intellectual Property and Copyright

- 8.1 Devon Golden is the inventor of the Conscious Coding modality, system of practice and teaching.
- 8.2 Devon Golden owns the trademark and intellectual property rights in the term "Conscious Coding".
- 8.3 You are expressly prohibited from using the term "Conscious Coding" in your business name, company title or branding. To do so will be a breach of Devon Golden's intellectual property rights and this Agreement.
- 8.4 You may refer to yourself as a Conscious Coder or offer the service of Conscious Coding; however, you may not include the term Conscious Code in your business name or branding.
- 8.5 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the program and within any program created by the Devon Golden, are the property of Devon Golden and The Conscious Code Academy and their affiliates or licensors. They are protected by copyright, trademark, and other intellectual property laws.
- 8.6 As a Participant and Practitioner, you are bound, at all times, to ensure that you do not breach our intellectual property rights at any time for any reason.
- 8.7 You may not use any of the materials available in the program or any teaching platform or in a manner that infringes on our rights or has not been expressly authorised by us.
- 8.8 All material, including but not limited to videos, call recordings, resource downloads, and templates available in the program and within any program created by Devon Golden and The Conscious Code Academy, is provided solely for your personal and non-commercial use.
Use by licence only
- 8.9 Practitioners may use the material to deliver Conscious Coding® services to their clients. The use of materials is only by licence.
- 8.10 Use of materials for any other commercial purpose is prohibited without the express written permission of Devon Golden.
- 8.11 You may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material the Program or related programs without the express permission of Devon Golden. You may request such permission by emailing info@consciouscoding.com.
Publication of assessment material
- 8.12 You agree to grant a royalty-free, unlimited, perpetual and irrevocable license to Devon Golden and the Conscious Code Academy and its associated entities to publish, reuse and repurpose content and assessment created by you during the course of any Program engaged in with the Conscious Code Academy for any business-related purpose whatsoever.

9. Disclaimer

You understand and agree:

- 9.1 The goal of a Conscious Coding session is never to heal you or your problem but rather to create peace and neutrality around the matter so that the body can heal itself.
- 9.2 The Conscious Code Academy and Devon Golden cannot and does not make any guarantees about your ability to get results or improvements with your health, wellbeing or otherwise with the curriculum, coaching, tools, ideas, information, or strategies provided.
- 9.3 Results are dependent on various factors, including but not limited to your current health status, financial status, commitment, personal ability, and dedication, and in no way dependent on any information or strategy provided to you by The Conscious Code Academy or Devon Golden.
- 9.4 You have purchased the program engaged Devon Golden's services and at your own risk.
- 9.5 All content, resources and coaching are provided for personal use and information only.
- 9.6 The Conscious Code Academy and Devon Golden do not offer any representations, warranties, or guarantees, verbally or in writing, regarding your results from the Programs.
Medical disclaimer
- 9.7 Devon Golden is the Lead Instructor and is a registered psychologist with training in Medical Intuition, EFT, Matrix Reimprinting and Meditation.
- 9.8 Devon Golden is not a qualified doctor or counsellor.
- 9.9 Devon Golden does not claim to diagnose or heal conditions.
- 9.10 The instruction provided by Devon Golden and information provided in the program is not intended to, cannot, and should not be expected to be a substitute for advice and treatment from a qualified medical practitioner.
- 9.11 Any changes you choose to make to your medication, health or treatment protocols should be discussed with your primary healthcare provider and is not intended to, cannot, and should not

be expected to substitute for professional advice and treatment from a qualified healthcare professional.

- 9.12 The Programs and instruction do not replace any treatment plans or protocols for diagnosed illnesses or medical conditions.
 - 9.13 You are advised to consult your doctor before making any health-related decisions during or as a result of participating in the Programs,
- Earnings disclaimer**
- 9.14 The Conscious Code Academy and Devon Golden cannot and do not make any guarantees about your ability to get results or earn any money from mentoring, advice, ideas, information, or strategies provided in any Program.
 - 9.15 You acknowledge that there is an inherent risk in any business enterprise or activity. There is no guarantee that you will earn any money as a result of the purchase of any Program.
 - 9.16 Nothing in the disclaimer above will limit or exclude any liability that may not be limited or excluded by applicable law.

10. Limitation of Liability

You understand and agree:

- 10.1 Liability for the services provided by The Conscious Code Academy and Devon Golden is governed solely by Hong Kong Consumer Laws and these Terms and Conditions.
- 10.2 Nothing in these Terms removes your Statutory Rights as a consumer under [The Supply of Services \(Implied Terms\) Ordinance \(Cap. 457\)](#) and The Sale of Goods Ordinance (Cap. 26) of the Laws of Hong Kong) and any other relevant legislation.
- 10.3 To the extent permitted by law:
 - a. The Conscious Code Academy and Devon Golden exclude all express or implied representations, conditions, guarantees, warranties, and terms relating to any Services except those set out in this Agreement; and
 - b. The Conscious Code Academy denies any liability in contract, tort (including negligence), or otherwise for any direct, indirect, special, incidental, or consequential costs, losses, claims, damages, expenses or proceedings incurred or suffered by you arising directly or indirectly out of or in connection with its services, including but not limited to any loss, damage or expense arising from any defect, error, imperfection, fault, mistake or inaccuracy with the information or advice provided by the Academy or Devon Golden.
 - c. The Conscious Code Academy guarantees all services are supplied to you with due care and skill and fit for the purpose that the services have been advertised.
- 10.4 To the extent that The Conscious Code Academy is unable to exclude liability, total liability for loss or damage you suffer or incur from services by The Conscious Code Academy and Devon Golden is limited to re-supplying the Services to you, or, at our option, refund to you the amount you have paid for the Services to which your claim relates.

11. Dispute Resolution

You understand and agree:

- 11.1 You will contact Devon Golden immediately with any concerns for quick and effective resolution through friendly consultation.
- 11.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:
 - a. You must advise Devon Golden in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
 - b. You agree to meet with a key representative of Devon Golden in person or via Zoom or Skype, in good faith to seek to resolve the dispute by Agreement and compromise.
 - c. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute for mediation to The Law Society of Hong Kong (LSHK).
 - d. Both parties must attend the LSHK mediation in good faith to seek to resolve the dispute.
- 11.3 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either party is unsuccessful.
- 11.4 Confidentiality is paramount to both parties personal and professional reputations and standing in their business and community.
- 11.5 At no time will any communications or discussions be made public, including but not limited to any social media platforms or websites of either party.

- 11.6 Any public discussion or comments about either party will be considered defamatory, harmful or otherwise damaging. They will be the subject of compensation in any mediation or litigation claim.

12. Governing Law

You understand and agree:

- 12.1 The Terms and Conditions of this Agreement are governed and construed under the laws of Hong Kong.
- 12.2 Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Hong Kong.

Thank you for reading this Agreement. By proceeding with or without your payment, you accept the Program Terms and Conditions contained in this Agreement.