

# GENERAL CONDITIONS

## Article 1: Premises

1.1. The Trainee acknowledges that:

- a) FASCIAL MANIPULATION INSTITUTE by STECCO, legally pro tempore represented by Luigi Stecco, C.F./P.IVA 4029450246, based in 35129 Padua ITALY, via Cavaliere di Vittorio Veneto, 19 (hereinafter called “Holder”) is the creator of the manipulative evaluation and treatment technique identified by the marks “Manipolazione Fasciale®” and/or Manipolazione della Fascia® and/or “Fascial Manipulation®” and/or “STECCO®” (better described in the article published on the site [www.fascialmanipulation.com](http://www.fascialmanipulation.com)), that is, of a new treatment method in the field of anatomy and physiopathology of the muscle bands, focused on the role of the connective structure of muscle coating (fascia) and of connections between the internal organs (internal dysfunction) and the musculoskeletal system;
- b) the “Manipolazione Fasciale®/ Manipolazione della Fascia® /Fascial Manipulation®/Stecco®” method, its content, logic, concepts, including displays in books, images, videos and other devices, are subject to industrial and intellectual property rights of the Holder (hereinafter called “IP Rights”);
- c) the above mentioned method is here called for short “Method”;
- d) the terms “Manipolazione Fasciale®/ Manipolazione della Fascia®” / “Fascial Manipulation®”/STECCO®” and the logo ® are the subject of trademarks registered at national, community and international levels (hereinafter the “Marks”).
- e) the Trainee is expected to undertake a Training Project aimed at teaching and spreading the scientific and therapeutic knowledge of the Method. To be disseminated through theoretical and practical lessons, texts or operating manuals, viewing slides, explaining practice case illustrations and connected operations (hereinafter called the “Training Project”);
- f) the development of the Project takes place through the implementation of training events planned and organized directly by the Holder, or by third party providers, having a direct relationship to the Holder him/herself;
- g) the Holder’s primary interest is to protect his/her industrial and intellectual property

rights, regarding the program, the subject matter, the texts and the like, as well as all aspects connected to it;

- h) in order to participate in the Training Project, the Trainee must first enroll in it and follow the instructions shown in this web page;
- i) with the above mentioned enrollment, the Trainee declares to have read and accept the following.

## **Article 2: Confidentiality commitment**

2.1. The material provided in the courses, such as, for example, notes, documents, acts, operative manuals, slides and in general everything that will be learned by the Trainee in the Training Project and anything enclosed or connected to the “Manipulation Fascial®/ Manipulation Della Fascia®” / “Fascial Manipulation®”/Stecco®”, constitutes “Confidential Information” in exclusive possession and right of privatization in the hands of the Holder.

2.2. The Trainee undertakes to keep secret all the confidential information he/she will come to know when attending the Training Projects. It is expected that the Trainee will use all nonconfidential information that applies to the treatment of patients.

2.3. The Trainee undertakes in particular to:

- a. use confidential information and in any case, all information learned in the Training Project only to the extent of his/her personal study, learning and training. Any information unusually altered from the above requires written consent from the Fascial Manipulation Institute;
- b. not to use the confidential information and in any case the content and the logic connected to the method, as well as the content of the texts or of the notes and of the materials in general received during the Training Program for the aim of training teaching, disseminating even if only of a didactic and training nature, to third party subjects;
- c. not to make copies of any material provided during the Training Project;
- d. not to take photos / videos and similar methods during the theoretical presentation phases carried out within the Training Project;
- e. not to communicate and/or transmit to third parties, publish, tag, post, share and, in general, spread in any way confidential information learned during the Training Project;
- f. not to use any content or material regarding the method for personal or third party financial and/or commercial interests.

Failure to comply with these provisions constitutes an offense against which the Holder reserves the right to act in an appropriate manner.

### **Article 3: Taking industrial and intellectual private properties**

3.1. The Trainee undertakes not to commit any act which may affect the intellectual and industrial rights of the Holder regarding the Method, the texts and, in general, all the documentary material connected to the techniques of “Manipolazione Fasciale®/ Manipolazione della Fascia®” / “Fascial Manipulation®”/Stecco®”.

2.3. The Trainee also undertakes not to arrogate or claim his/her own industrial property rights with reference to the Method and the techniques in general of “Manipolazione Fasciale®/ Manipolazione della Fascia®” / “Fascial Manipulation®”/Stecco®”, as well as to all the documentary material related, enclosed or connected to them.

### **Article 4: Enrollment requirements**

4.1. To be allowed to enroll and take part in a Training Project the Trainee must meet the following requirements:

- a) to be a professional, qualified for a healthcare job which includes the faculty to evaluate and carry out a physical examination on patients and also to have successfully passed at least six semesters of post secondary education training comprising the subjects of anatomy, physiology, biomechanics.
- b) to be familiar with medical conditions discussed in the Training Project and have a basic knowledge of anatomy necessary for the hands-on practical phase.

### **Article 5: Typical way of carrying out a Training Project**

5.1 In general, unless specific changes are indicated, the Training Project is comprised of a theoretical and practical phase. In particular, during the practical phase, the trainees, under the teacher’s supervision are taught the palpatory clinical examination and the manipulative treatment.

5.2. It is the Trainee’s discretion, according to his/her needs, health, medical, physical, emotional condition, to take part in all or just some of the Training Project sections in a free and responsible way.

### **Article 6: Privacy Information**

6.1. The Trainee acknowledges that the information on the processing of personal data made pursuant to article 13 decree law. 196/2003 is contained in the relevant “ Privacy Information” form, attached to this enrollment form.

### **Article 7: Express termination clause**

7.1. This contract may be terminated, under article 1456 c.c., based on one of the following conditions:

- a) failure by the Trainee to comply with the confidentiality commitment under article 2;
- b) violation of the industrial and intellectual property rights under article 3;
- c) lack of one of the enrollment requirements under article 4.

The Holder reserves the right to terminate the continuation of the Training Program by the defaulting Trainee, without any kind of refund to him/her and with a further right of damage compensation.

### **Article 8: Cancellation and/or failure to take part in the Project by the Trainee**

8.1. In the event that a Trainee was unable to take part in a Training Project he had enrolled in, he/she might cancel for well-founded reasons: such as for example health problems, (causes of force majeure). He/she must notify by e-mail to the organization as soon as possible by enclosing appropriate documentation proving their disablement.

8.2. In the event that a Trainee enrolled in a Training Project and did not want or could not take part for nonserious reasons as expressed in 8.1, they must give proper notification by e-mail to the Organization, at least 30 days before the beginning of the Training Project.

8.3. In the event that points 8.1 and 8.2 occur the organizer of the Training Project will give notice to the Trainee of the next Training Project presented by the organizer. In the event that the Trainee does not take part in it, he/she will not be entitled to a refund.

8.4. In the event that the Trainee did not give notice under 8.2 within the time limit indicated therein, or he/she didn't go to the Training Program he/she had enrolled in, and did not notify the Organizer, he/she will lose the opportunity to take part in the Training Program and he/she will not be entitled to any refund that was paid in the course of enrollment.

### **Article 9: Cancelling and/or postponing the course. Changes to the program.**

9.1. In case of impossibility by the Organizer to carry out a Training Program (for example, teacher's impairment, strike of the transport means, serious atmospheric events, causes of force majeure and the like), it will be the Organizer's duty to notify the Trainee as soon as possible by mail/email, to the address indicated on the enrollment form. In such cases of cancellation, the Organizer will refund the Trainee the amount he/she has paid. The Trainee will not be entitled

to any refund for the other and various expenses and charges incurred by him/her in virtue/consequence/correlation relating to the Training Program (for example, transportation, accommodation costs and the like).

9.2. The Organizer reserves the right to make, for organizational or didactic needs, changes to the content of the course and to the composition of the teaching staff, always compatible however with the nature and purposes of the course.

#### **Article 10: The Organizer and or teacher's guarantees and obligations**

10.1. The Organizer undertakes to ensure that the Training Program is carried out in a suitable way and in accordance with the established program.

10.2. The organizer/teacher does not assume any obligation regarding the expected/achieved results by the Trainee in relation to his/her participation in the Training Program.

10.3. In order to ensure the correct, safe and regular conducting of the Training Program, the Organizer reserves the right not to accept and/or exclude the Trainees whose behaviors may be dangerous, prejudicial or in anyway disturbing to the other Trainees. The Organizer/teacher also reserves the right not to accept and/or exclude the Trainees who are not in the psychophysical condition suitable to participate, or carry out and finish a Training Program. In such cases the Trainee not accepted and/or excluded are not entitled to any refund for any expense/cost/charges incurred. In such cases, the Organizer/teacher also reserves the right to ask for any damages suffered as a result of the Trainee's behavior.

10.4. The Organizer/ teacher cannot in any way be held liable for any damages/injuries/prejudices a Trainee can cause to another Trainee during the carrying out of the Training Project.

#### **Article 11: The Trainee's guarantees and obligations**

11.1. The Trainee ensures that he/she is in possession of all the requirements for the enrollment and participation in the Training Program.

11.2. The Trainee undertakes to carry out the practical part of the Training Program in a way consistent with the Organizer/teacher's instructions and, in any case, he/she declares to acknowledge that this practical part, if it is done in an inappropriate way may cause risk to the wellbeing of the subjects.

11.3. The Trainee is responsible for his/her actions and activities carried out during all the Training Program. The Trainee is also responsible for his/her health state and for his/her medical, physical and psychic conditions in the performance of the Training Program phases that he/she

decides to participate in.

11.4. The Trainee must inform the Organizer/ teacher of any limitations relating to their participation during the performance of the Training Program, such as for example, of any health, muscle-skeletal problems, pregnancy or, in general, medical problems he/she may be affected by.

### **Article 12: Indemnity**

12.1. The Trainee undertakes to hold the Organizer and the teacher relieved and free of any prejudice he/she should be liable to suffer as a consequence of acts, deeds, behaviors and the like by or to the Trainee during the participation and the performance of the Training Program, as well as acts, deeds, behaviors also incurred after completion of the Training Program. This would also pertain to imperfect or improper use of all that was taught during the program.

### **Article 13: Claims**

13.1. If any kind of claim arises by the Trainee inherent and/or related to the Training Program, he/she must immediately contact the Organizer by mail, specifying the reasons for the claim, in such a way as to provide the Organizer the opportunity to settle the issue as soon as possible.

### **Article 14: Applicable law, jurisdiction and competent Forum**

14.1. The parties agree that this agreement is governed expressly and exclusively by Italian law.

14.2. For any dispute regarding this commitment, the Italian judicial authority has sole jurisdiction, with the exclusion of any other. The Forum of Venice is exclusively competent with the Section Specialized in the Business field of the Court of Venice.

*Under and for the effects of the articles 1341 and 1342 of the Italian Civil Code, the Trainee declares having read, understood and he/she approves specifically all of the conditions: Article 8. Express termination clause; Article 10: The Organizer's guarantees and obligations; Article 12: ; Article 14. Indemnity Applicable Law, Jurisdiction and competent Forum.*