

Terms and conditions

Preamble

- A. EFDMA pledges to safeguard a very specific qualification standard for physicians and physiotherapists practicing FDM (hereafter called „**FDM therapists**“). EFDMA's purpose is therefore to organize advanced and secondary training adhering to this standard and to certify FDM instructors as teachers of future FDM therapists.
- B. Since 2006, EFDMA has developed a holistic training concept including a set of admission requirements, a curriculum, a class schedule, standard exams and exam procedures for the qualification and training of FDM teachers and instructors. This concept (hereafter called „**official training concept**“) is regularly reviewed, adapted and enhanced by a synod of FDM instructors appointed by EFDMA.
- C. EFDMA has determined to bestow the title of certified FDM instructor on each full member trained as an FDM instructor according to the official training concept. Each member of EFDMA, who is also a certified FDM instructor or a certified FDM therapist, will be added to EFDMA's list of recommended FDM therapists. This is a list available to the general public without restrictions at EFDMA's website www.fdm-europe
- D. This strict adherence to EFDMA's commitment to uphold the highest standards guarantees the highest level of safety and quality control for a client treated with the FDM therapy method.

1. The Official Training Concept

A. FDM Therapists

- 1.1. Any members of a medical profession, they must be allowed to apply manual techniques, including mobilization techniques to patients within the framework of their profession and according to local law either independently or as prescribed by a doctor, are permitted to register for FDM basic training according to EFDMA's official training concept, provided their place of practice is permanently within the borders of the EU or the EEA. FDM therapy basic training is completed by sitting a final exam.
- 1.2. Basic training can be completed at a training center or individually with a certified FDM instructor. Certified FDM instructors are entitled to offer, hold and bill for FDM training courses under their own name outside an official training facility, provided said training adheres to the official training concept as well as these terms and conditions. Certified FDM instructors are solely responsible for their trainee FDM therapists meeting all requirements according to the official training

concept and these terms and conditions. In case of any damages, additional costs or other disadvantages related to the training of FDM therapists on the part of a certified FDM instructor, EFDMA shall be indemnified and held harmless against any such claims.

- 1.3. Upon successful completion of the basic training course and final exam, FDM therapists can be admitted to the EFDMA FDM International Certificate exam (FDM IC). Required admission criteria are: proof of professional competence and certain qualifications (a list of these qualifications is available on EFDMA's website www.fdm-europe.com) as well as a minimum waiting period of 12 months after successful completion of the basic training final exam. The FDM IC exam is held by an expert panel of certified FDM instructors who shall score the exam according to the strict quality standards and requirements laid out in the EFDMA official training concept.

B. FDM Instructors

- 1.4. Having reached FDM IC level, FDM therapists may apply for admission to an FDM instructor's course. The application needs to be made in writing and sent directly to EFDMA. In order for an FDM therapist to be admitted to an FDM instructor's course and certification exam according to the official training concept, several criteria related to professional qualifications and competence have to be met. The exam to become a certified FDM instructor is held by a certification committee comprised of an expert panel of 4 certified FDM instructors. Upon passing the exam, FDM therapists may begin working as a certified FDM instructor, provided they are full members of EFDMA.
- 1.5. Members shall pledge an unconditional adherence to the official training concept in the training of FDM therapists and FDM instructors.

2. Training material

- 2.1. EFDMA shall be responsible for offering teaching material (this includes written material, specifically scripts, brochures, presentations, text documents and the like) and other training components like charts and images (hereafter collectively called „**training materials**“) for any training and educational seminars according to the official training concept. EFDMA owns the exclusive, transferable, spatially and temporally unlimited rights of use and exploitation to these materials. EFDMA is therefore authorized to award license of use to a third party as follows:

3. License of Use

- 3.1. EFDMA grants the non-exclusive, non-transferable, temporally and spatially restricted right to all FDM instructors to use and exploit any and all training materials for the

purpose of FDM training according to the official training concept. This right is temporally restricted to individual membership duration and spatially restricted to member states of the EU and the EEA. EFDMA also grants the non-exclusive, non-transferable, temporally and spatially restricted right to all FDM instructors to use and exploit any and all training materials for information and advertising purposes related to FDM training, education and promotion according to the official training concept. These rights are restricted to the following types of use:

- 3.1.1. The right to use, distribute and duplicate any and all training materials for educational purposes according to the official training concept during FDM training or seminars aimed at FDM therapists or FDM instructors.
- 3.1.2. The right to make available said training materials for educational purposes according to the official training concept during FDM training or seminars to participating FDM therapists or FDM instructors in a wire-bound or wireless format.
- 3.1.3. The right to translate and edit (i.e. use of document sections, use in montages or presentations etc.) said training materials for educational purposes according to the official training concept during FDM training or seminars aimed at FDM therapists or FDM instructors.
- 3.1.4. The right to use and exploit said training materials in part or in total for non-profit exhibits (i.e. career fairs) and info events promoting FDM or training FDM therapists according to the official training concept.
- 3.2. FDM instructors shall solely use and exploit these rights granted to them in compliance with these terms and conditions and in accordance with the rights and obligations of their membership conditions. Any further use requires the express written consent of EFDMA. FDM instructors shall adhere to all of EFDMA's directives relating to the exploitation of the above mentioned rights.
- 3.3. FDM instructors are not permitted to use said training materials for purposes not related to the training or education of FDM therapists or FDM instructors according to the official training concept. In particular, use and exploitation of these training materials for commercial purposes of any nature are prohibited.
- 3.4. FDM instructors may not offer said training materials (i) to the general public, either in an electronic, wire-bound or wireless format or (ii) loan or lease them in any shape or form. FDM instructors may not (iii) convert to audio format, duplicate or distribute said training materials or (iv) make them available to the general public in any other shape or form.
- 3.5. FDM instructors are required to list EFDMA as the copyright owner on any and all training materials.

- 3.6. FDM instructors are not authorized to transfer to third parties the rights granted to them, either in part or in total or grant material licenses or rights of usage to third parties.

4. Training Development Measures

- 4.1. EFDMA shall turn over all relevant training materials to FDM instructors on the day of admission as a full member. These training materials may be used by FDM instructors to the extent defined in article 3.
- 4.2. From time to time, the EFDMA synod will modify and revise said training materials, particularly in order to take account of scientific developments. These revisions are made at the discretion of EFDMA and do not require member consent. However, EFDMA is not obligated to make such revisions.

5. Logo Usage

- 5.1. EFDMA members are granted the non-exclusive, non-transferable right to use any and all logos and other EFDMA brand symbols made available on EFDMA's website www.fdm-europe.com (hereafter called „licensed logos“) for training and educational purposes aimed at FDM therapists as well as for any type of advertising of FDM therapy and promotion of the FDM method at events and fairs, on the internet and via other marketing and presentational means, according to these terms and conditions. This right of usage is temporally restricted to the duration of membership and spatially restricted to EU and EEA member states.
- 5.2. The licensed logos are to be used in their original form as presented on the website www.fdm-europe.com. They may be used in color or black and white. Any modification to those logos requires the express written consent of EFDMA. Members are not permitted to use cropped sections of those licensed logos separately. EFDMA members are not authorized to modify the licensed logos in any way, particularly not by attaching third party symbols, logos or other additions of any kind without the express written permission of EFDMA.
- 5.3. EFDMA members are not permitted to register or purchase intellectual property rights, copyrights or brand symbols similar to EFDMA's licensed logos, either directly or through third parties. Members are required to acknowledge that those licensed logos are the sole property of EFDMA and that the rights to use said licensed logos have been transferred to them, albeit expressly prohibiting any transfer of sublicenses.
- 5.4. EFDMA members pledge to use those licensed logos with due regard to EFDMA's reputation.

6. Breach of Terms

- 6.1. Should any member violate any or all of these terms and conditions, he/she will be liable to pay a contractual penalty of 10.000 euros per infraction. EFDMA's right to demand additional compensation for any damages resulting from any such infraction remains unaffected.

7. Miscellaneous

- 7.1. EFDMA members are required to report any known misrepresentation of the official training concept or the licensed logos, committed or imminent, to EFDMA without delay. Members are required to assist EFDMA in the pursuit of any claims by providing any and all relevant information with regard to those infractions.
- 7.2. Should EFDMA waive its right to pursue any claims in certain individual cases of copyright infraction, the association will inform the relevant member(s) in writing. In such a case, the relevant member(s) are required to pursue the copyright violator at their own expense.
- 7.3. EFDMA members are not permitted to represent EFDMA, institute legal proceedings or issue official statements in EFDMA's name. EFDMA shall not be held responsible or liable for any representations, warranties, actions or omissions on the part of any of their members.

8. Data Protection

- 8.1. All FDM therapists agree to the publication of their first and last names, title, grade, Jobdescription, addresses, telephone/fax numbers, website addresses and email addresses and, if appropriate, their photo on the list of recommended FDM therapists published at www.fdm-europe.com according to article C of this document's preamble. All FDM therapists shall acknowledge that said list, published at www.fdm-europe.com, is accessible to the general public without registration.
- 8.2. All FDM therapists can revoke consent to publish their information and make a request to delete their listing at any time by sending an email to EFDMA at office@fdm-europe.com

9. Final provisions

- 9.1. Should one or several clauses listed in these terms and conditions be rendered invalid or inapplicable, either in part or in total, the validity and applicability of all other clauses listed in these terms shall not be affected. The invalid or inapplicable clause shall be replaced with a valid or applicable one, which shall be as close as possible to

the invalid or inapplicable clause in terms of legal and commercial content; the same applies to any policy gaps or loopholes contained in these terms and conditions.

- 9.2. These terms and conditions are subject to Austrian law excluding its conflict of laws principles. EFDMA's company headquarters shall be acknowledged as place of contract fulfillment and sole jurisdiction for any or all claims relating to these terms and conditions.
- 9.3. EFDMA reserves the right to modify these terms and conditions at any time. EFDMA will announce any changes and offer the finalized modified terms and conditions to its members via email.

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