

## **Terms of Use: Mindset Journaling Tribe**

By checking the box next to “I agree to the Terms & Conditions”, and clicking the “Buy Now!” button, you, the purchaser of the Mindset Journaling Tribe program outlined below (hereinafter “Client”) agree and willingly purchase entry into this program to be provided with services rendered by Susanne Kaeufer, acting as an individual and as part of Dreamlife Deluxe Pty Ltd, a Queensland Pty Ltd company, (hereinafter “Coach”), and you agree, you are voluntarily entering into a legally binding Agreement with Coach, inclusive of the following terms and conditions mutually agreed upon:

For good and valuable consideration of the program price, the Client has agreed to purchase the Mindset Journaling Tribe program (hereinafter “Program”). In exchange, Coach agrees to provide the services outlined in the Program Details below.

### **1. Program Outline:**

- A.** Client agrees and understands that he/she is purchasing a program run by Dreamlife Deluxe Pty Ltd. All details of the program are clearly outlined on the sales page.
- B.** Client acknowledges that he/she has read the Program outline on the sales page and conducted any additional research necessary to feel he/she understands what is being provided in the program as well as what is not included. Client agrees to be bound by the terms and conditions outlined herein, as well as the general policies and procedures that can be found in this Agreement and on Coach’s website.

### **2. Non- Disclosure**

- A.** Client understands he or she is purchasing the Program with Coach; one of the primary elements in engaging in a coaching relationship with Coach is his/her ability to provide Client with personal guidance, teachings, materials, and exercises that make up the program. Following Client’s participation in this program, Client will have gained access to various trade secrets and personal intellectual property of Coach, including but not limited to materials such as verbal advice, mindset guidance, written templates, modules, technical information, business advice, and/or other information that may have become available for use through Client’s participation in the program. Client understands and acknowledges that this information is not to be openly shared with others who have not participated in Coach’s program. Client agrees not to share, copy, or distribute any documents or other proprietary information obtained through Program, and agrees that he or she will be in violation of these Terms of Use if he or she uses any of the Content outlined as his/her own material, or repurposes and uses the Content in his/her own coaching business without express written permission of Coach. Client also understands and agrees he/she will not disclose or use any information provided to Client during coaching sessions, discussions, or otherwise.

**B.** Client also understands that due to the “group” nature of the Program, he/she may also obtain access to or otherwise become exposed to confidential or proprietary information belonging to other clients within the same group program via the community chat board available to all members within the membership portal. Client understands and agrees he/she will not disclose, steal, use, distribute, copy, or otherwise share or use any proprietary or confidential information belonging to another client in the group program. Client understands if he/she violates this provision, he or she may be liable to the third-party group member for infringement. Client will hold Coach harmless from any such third-party action taken against Client for such infringement or disclosure.

**C.** In addition, Coach understands he/she will likely obtain confidential information about Client and his/her business throughout the course of the program, and hereby agrees not to use, share, or otherwise reveal this information about Client, without the Client’s express written consent.

### **3. Testimonials**

**A.** Coach may request that the Client provide a testimonial to be published on Coach’s website, or on various sales materials for this or another Program created by Coach. Client understands that he or she is not required to give any testimony, and understands that the choice to do so is freely up to Client. There will be no ramifications or change in the relationship between Coach and Client if Client refuses testimonial.

**B.** If Client accepts and provides Coach with a testimonial, Client understands the material, along with a photo of Client, will likely be published on Coach’s website or otherwise. Should the Client agree to provide a testimonial, Client will agree to review and sign an additional Release, confirming the same, and confirming Coach’s rights to use the Client’s testimonial. No payment or additional services will be provided in return for Testimonial, and Client understands he or she is granting Coach an unlimited, irrevocable license in perpetuity to use, publish, distribute, or repurpose any information provided to Coach as part of a Testimonial.

### **4. Payment**

**A.** Client understands the cost of the program, which is payable every 30 days, as outlined on the sales page. Client agrees to render payment via PayPal or Credit Card. Client understands he/she is responsible for the full payment and agrees to pay the sum requested electronically, via Coach’s website or a designated third-party payment processor of Coach’s choosing, every 30 days. Absent an agreement regarding a payment plan with Coach, Client must complete payment in full before becoming entitled to any products or services included within the Program.

**B.** Should Client fail to make timely payments, or if additional payments are not able to be processed, Client understands that the remainder of the Program may be forfeited if payment is not made within four days of the date it is due, Coach reserves the right to cancel or cease working with Client should he/she fail to make additional payments in accordance with the payment plan as agreed upon at the beginning of the Program. Should this occur, Client understands she is not entitled to a refund of funds already issued to Coach in exchange for work completed thus far, and it is up to the sole discretion of Coach whether Client is to have continued access to any materials made available to Client during the Program up until payments were missed.

**C.** The Client may cancel the ongoing payments at any time. The Client can email [support@dreamlifedeluxe.com](mailto:support@dreamlifedeluxe.com) and their payments will be cancelled within 48 hours, therefore the client must always email 2 business days prior to next billing, if they do not want to be billed further.

## **5. Changing Membership Level**

**A.** The Client can change their Membership level at any time. The member level will only be changed at the end of a billing period once or when the client pays for the new Membership level (when the price increases)

**B.** The Client locks in the Membership price base rate when they sign up (even if they sign up as a VIP) and as such if they downgrade, they will keep their sign up base rate.

**C.** If the Client wishes to upgrade they will pay the current membership price for the upgrade level regardless of what the price was for that level when the client signed up, even if the Client was in that membership level previously.

## **6. Refund Policy**

**A.** Due to the subjective nature of the Program provided by Coach, and Coach's inability to control Client's availability, motivation, external forces, financial situation, or level of engagement in Program, Coach is not able to offer refunds once Client has purchased the program. If Coach is somehow unable to provide services as outlined on the sales page, regardless of Client results, Coach or his/her team will be in touch regarding rescheduling, and/or discussing an alternative form of services, in order to fulfill obligations. If Coach is not able to reschedule, and no suitable alternative form of service is available, Client may be entitled to a partial refund, depending on the amount of work Coach and Client were able to complete. If partial services were performed, Coach and Client may come to an agreement whereby a partial refund is issued, at Coach's discretion.

## **7. Disclaimer**

**A.** Client understands that he or she must actively participate in the full Program in order to see results. While many of Coach's past and current clients have experienced wonderful benefits from the Program, and Coach and his/her team will act in their full capacity to ensure your success and happiness in the Program, Coach cannot guarantee results of the Program, and cannot make any representations or guarantees regarding individual results. Client will hold Coach and Program harmless if he or she does not experience the desired results.

**B.** Client understands that all services provided by Coach in connection with the Program being purchased are provided on an "as is" basis, meaning it is without any guarantees, representations, or warranties, including but not limited to warranties relating to quality, non-infringement, fitness for a particular purpose, merchantability, or expectation or course of performance. Client is choosing to purchase this Program and work with Coach on a purely voluntary basis and does not hold Coach or Program responsible should Client become dissatisfied with any portion of the Program.

**C.** Client agrees that he/she does not have a cause of action, legal remedy, and is not entitled to a refund should he/she not achieve the results desired following completion of the program, as long as Coach delivers the Program as described in Paragraph 1 above, or similar substitutes, upon additional agreement by Coach and Client.

**D.** Client also understands Coach is not a doctor, nurse, lawyer, financial adviser, psychic, licensed therapist, or otherwise, and agrees to hold Coach harmless should any physical, emotional, or financial injury occur as a direct or indirect result of the Program. The content provided by Coach on his/her website and within the Program is comprised of information that has worked for Coach and other clients, and may or may not be useful to Client in his/her personal business or life. Client understands Coach cannot guarantee results from this Program, and has no expectation of a specific result that he or she holds Coach responsible for.

## **8. Intellectual Property**

**A.** Client agrees and understands that Coach has created numerous original, creative works in connection with the Program, and agrees that Coach maintains all copyrights and other intellectual property rights in all original or derivative content associated with or included in the Program, whether created prior to working with Client or specifically for Client, including but not limited to: documents, charts, emails, graphs, products, systems, processes, handouts, worksheets, copy for website or sales pages, and any other original work created by Coach. Client agrees she may be granted a limited right to use selected

materials in the course of his or her own business, but understands that the original proprietary rights remain with Coach. Nothing in this Agreement shall constitute a transfer of ownership of any Intellectual Property from Coach to Client, nor grant any license to use the information, other than that which is expressly provided throughout the course of the Program.

**B.** Client agrees and understands he/she is not to copy, repost, alter, publish, sell, assist others in selling, manipulate, distribute, or in any way exploit any of the content or intellectual property provided by Coach or obtained through working with Coach, without Coach's express written consent. If such behavior is discovered or suspected, Coach reserves the right to immediately end Client's participation in the Program without refund, as well as access to any program or materials Client may have purchased, without refund, and reserve the right to prosecute any actionable infringement or misuse to the full extent of the law.

**C. Licensee Rights: Coach's Limited License to Client:** Client understands that in purchasing the Program, she/he is gaining access to view all content and information available as part of the Program, as well as any additional information or content shared with him/her by Coach as she sees fit. Client understands this means he/she will have been granted a limited, revocable, non-transferable license to read and use the information provided for use in his/her business and life, as instructed or allowed by Coach. As a "Licensee," Client understands and agrees that Client will not:

- i.** Copy, edit, distribute, duplicate or steal any information or any Content obtained through Program without written permission by Coach;
- ii.** Post, distribute, copy, steal or otherwise use any portion of the Program or its content, or information obtained via other members in the group Program without written permission by Coach, and understand that any such use may constitute infringement, which may give rise to a cause of action against Client.
- iii.** Claim any content created by Coach as part of the Program or otherwise given to Client is his/her own, meaning he/she cannot claim any content created by Coach was Client's work, and use in his/her business as his/her own.
- iv.** Share purchased materials, information, content with others who have not purchased them.
- v.** Client further acknowledges and understands that any such actions including but not limited to those outlined above will likely constitute infringement and/or theft of our work, and a violation of this Agreement and United States Federal laws.

## **9. Indemnification**

**A.** Client agrees at all times to defend, fully indemnify and hold Coach and any affiliates, agents, team members or other party associated with Coach harmless from any causes of action, injury, illness, misunderstanding, damages, losses, costs, expenses incurred as a result of Client's use of Program, as well as any third-party claims of any kind (including attorney's fees) arising from his/her actions as a direct or indirect result of Client's participation in Program. Should Coach be required to defend herself in any action directly or indirectly involving Client, or an action where we decide Client's participation or assistance would benefit Coach's defense, Client agrees to participate and provide any evidence, documents, testimony, or other information deemed useful by Coach, free of charge.

## **10. Dispute Resolution**

**A.** Should a dispute arise between Coach and Client, the parties agree to attempt to resolve by good-faith negotiations and discussions. (Client agrees that failure to see results is not a basis for a "dispute" and agrees he or she does not hold Coach responsible for any specific results, or those results which have been achieved by other clients of Coach.)

**B.** If unable to reach a resolution informally, Client and Coach agree that all disputes will be submitted for arbitration by the Australian Centre for International Commercial Arbitration (ACICA), to be completed in Queensland, Australia within a reasonable amount of time. Client and Coach agree to participate in the arbitration process in good faith and in a manner that will effectively and efficiently resolve the dispute at hand, including the exchange of any materials, documents, or information. The decision made by the arbitrator is to be final and binding on both parties and is not to be appealed or otherwise set aside. It is to be enforceable in any court of proper jurisdiction as a judgement of law or decree.

## **11. Applicable Law**

**A.** This Agreement shall be governed by and under the control of the laws of Queensland, Australia regardless of conflict of law principles, and regardless of the location of Client. Client understands this and agrees that the laws of Queensland, Australia are to be applicable here.

## **12. Amendments**

**A.** This agreement is not to be altered, amended, changed, extended, or considered waived without execution of an additional addendum signed by both Client and Coach, or a party authorized to sign on behalf of either party.

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