

## **TERMS AND CONDITIONS OF PURCHASE**

By purchasing the Manifesting Abundance online course from Michelle Wordsworth ("Coach"), you agree and consent to the following legal terms and conditions that govern your use of the Course and that form a legal agreement between you and the Coach.

### **PURCHASING REQUIREMENTS**

You must be at least 18 years of age or older to purchase this Course.

The Course is available for individual purchase only. Friends, family, partners, colleagues, etc, will need to each purchase the Course individually. You are expressly prohibited from sharing access to the Course with anyone else. Additionally, you have no right to assign this Agreement as this Course is non-transferable.

### **EARNINGS DISCLAIMER AND INDIVIDUAL RESPONSIBILITIES**

This Course is not a get rich scheme. Coach cannot guarantee any success or projected increased income from taking this Course. Although there are many happy students of the Course, their results may not be typical for everyone and they are not intended to guarantee, promise, represent and/or assure that you will achieve similar results from taking the Course. Each person's success and results depends on many factors, including dedication, desire and motivation. You accept the risk of not achieving any results (or less than desirable results) from taking the Course.

This Course does not provide any professional financial, legal, medical or psychological services or advice. None of the content of the Course cures or treats any mental or medical condition. You are responsible for your own physical, mental and emotional well-being, decisions, choices, actions and results.

Coach disclaims any liability for your reliance on any opinions or advice contained in the Course.

Any third party links to products or services are subject to separate terms and conditions. Coach is not responsible for or liable for any content on or actions taken by such third party websites. Although Coach may recommend third party sites, products or services, it is your responsibility to fully vet such third parties before entering into any transaction or relationship with them.

### **PAYMENT**

You are responsible for paying for the Course in full and for providing Coach with a valid credit card or other payment method. If the payment is declined, returned or

deemed fraudulent, your access to the Course will be terminated until all payments are made in full. If you enrolled through the payment plan and you miss a payment, your access to the Course will be suspended until you provide a valid credit card or other payment method. Multiple missed payments may result in termination of your access to the Course unless all remaining payments are made in full.

## **REFUNDS**

Given the nature of the Course, there is a 7 day money back guarantee refund period from the date of purchase.

## **INTELLECTUAL PROPERTY**

This Course includes materials protected by copyright, trademark and other intellectual property laws. Such materials include but are not limited to written text, workbooks, videos, audio recordings, photos, designs and graphics. Any reproduction or unauthorised use shall constitute infringement. Duplicating, sharing or uploading Course files to sharing sites is considered stealing and Coach may prosecute such misconduct to the fullest extent permitted by law.

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## **CONFIDENTIALITY**

To access certain features of the Course, you may need a username and/or password. You agree to keep this information confidential and not share it with anyone else. If Coach has reasonable grounds to suspect that you have shared your username and/or password with anyone else, or forwarded course material to any other person, Coach has the right to suspend or terminate your account and refuse any and all current or future use of the website and online courses, in whole or part, without refund.

## **PRIVACY**

Coach and her third party vendors may collect information from you when you purchase the Course, fill out any type of form, access private membership pages, or otherwise contact Coach via an online form, e-mail or through social media. The information collected may include your name, e-mail, address, phone number, and billing information.

Coach collects such information in order to send e-mails, fulfil orders, deliver services and products, complete customer transactions, oversee promotions and improve website performance and customer service.

By purchasing the Course, you will be subscribed to Coach's e-mail list if you are not already a subscriber. If you wish to unsubscribe from receiving e-mails from Coach unrelated to the Course, you may do so at any time. Each e-mail from Coach includes a link to unsubscribe from e-mail communications. Just be certain to not unsubscribe from the Course list or you will no longer receive information and course materials related to the Course purchased.

Coach respects your privacy and will never sell, trade or transfer your personally identifiable information to third parties for marketing or advertising. Coach may, however, share your information with third party service providers working on Coach's behalf to serve you. Examples include companies and individuals we have engaged to maintain and update websites, private membership sites or e-mail platforms or to process financial transactions. Coach may also be required by law to release information in certain circumstances.

Please note that any comments or information that you post on the Course website, including any private membership sites and private Facebook groups, are not private and third parties may make use of your information. Coach is not responsible for any unauthorised uses by third parties in such context.

Any third party links to products or services are subject to separate privacy policies. Coach is not responsible for or liable for any content on or actions taken by such third party websites.

This Course is targeted and intended for persons over the age of 18. Coach does not knowingly collect information from anyone under 18 years of age.

Coach may collect domain information and "cookies" (small files saved on your hard drive by your web browser) to analyse website and advertisement performance, track user patterns, save information from your previous visits and customise your experience.

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## **FORBIDDEN ACTIVITIES**

You are strictly forbidden from the following:

- Causing damage to the Course website or private membership site
- Using the Course website or private membership site for any unlawful, illegal, fraudulent or harmful purpose or activity
- Using the Course website or private membership site to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- Using the Course website or private membership site to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- Systematically or automatically collecting data from the Course website or private membership site
- Sharing private, copyrighted and proprietary information from the Course with anyone else or otherwise sharing your username and/or password

## **NO INDIVIDUAL COACHING**

The Course does not include individual coaching, it is a self-study course. Participating in any group calls or Course does not create an individual coaching relationship.

## **PRIVATE FACEBOOK GROUP**

Every term and condition of this Agreement equally applies to any activities in the private Facebook group created for members of the Course (the "Group"). The Group is a complimentary bonus and subject to Facebook terms and conditions. Coach does not have authority or control over Facebook and cannot predict any changes or rules to Facebook. Coach is not liable for the Group being made available to you or your rights to access Facebook. Additionally, Coach may institute community rules and guidelines for the Group with which you agree to comply.

## **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Coach and her agents and contractors harmless from any claim or demand, including reasonable attorneys' fees, made by any third- party due to or arising out of your breach of this Agreement or your violation of any law or the rights of a third party.

## **DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY**

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## **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, without giving effect to its conflict of laws. The state and federal courts located in Melbourne, Victoria shall have exclusive jurisdiction over any case or controversy arising from or relating to the Course. You hereby submit to the exclusive jurisdiction and venue of such courts and consent irrevocably to personal jurisdiction in such courts and waives any defence of forum non conveniens.

## **CONSTRUCTION OF AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

In the event that any provision of this Agreement is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Agreement, such determination shall not affect the validity and enforceability of any other remaining provisions.

The failure of Coach to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Any ambiguities in the interpretation of the Agreement shall not be construed against the drafting party.