

# Terms and Conditions

**1. Terms of Mentoring/Coaching.** This agreement commences on the date the package is first paid by the Client.

**2. Remuneration.** For the Term, Coaching in a monthly payment container.

**3. Services.** The client will get access to all services as defined in either the 6 month or 12-month package as defined at date of payment of the first instalment.

**4. Payments.** By purchasing the monthly subscription, you agree this a solid commitment to complete our work together. If you choose not to follow through on this commitment, no refunds will be granted for any remaining unused sessions. If the client becomes delinquent the client will be removed from all materials and groups until payment is made current.

**5. Termination.** The Coach may terminate this Agreement at any time if the coach feels the client is not ready for the mentoring.

The Client agrees to compensate the Coach for all coaching services rendered through and including the effective date of termination of the contract. Refunds will not be issued if the client chooses to terminate this agreement at any time.

**6. In between sessions.** In between calls, the Client shall utilise the private Facebook group to connect with the others within the program. Within the Facebook group the communication shall always remain encouraging and supportive of others. Pitching of opportunities through this group is strictly prohibited.

**7. Nature of Relationship.** The Coach shall perform the Services as an independent contractor, nothing contained in this agreement shall be construed to create or imply a joint venture, partnership, principal agent, or employment relationship between the Private Client and Coach. The Coach hereby agrees to pay at Coach's expense all income taxes levies, charges and which may be required to be paid by or to any competent government authorities on behalf of Coach. The Client agrees to pay for their own taxes.

**8. Confidentiality.** The Coach shall not use or disclose confidential information which it learns about the Client, or other such entity or because of this engagement under this Agreement, except as such use or disclosure maybe required for the Coach to perform their duties under this Agreement. Coach agrees to be bound by any nondisclosure agreement signed by the Client in perpetuity. In turn, Client shall not use or disclose confidential information which it learns about the Coach or any other Client, or because of its engagement under this Agreement unless otherwise agreed to in writing.

In no way shall the Client reteach the same material or offer/promote the same services as their own that the Coach is teaching specifically on. Only when the client becomes certified in the teaching, when available, may they reteach the same materials.

**9. Non-Disparagement.** Client agrees not to engage in any conduct or communication with a third party, public or private, designed to disparage the Coach. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalise or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any foregoing), any remark, comment, message, information, declaration, communication or other statements of any kind, whether

verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Coach or any of the programs, affiliates, subsidiaries, employees, agents or representatives.

**10. Therapy.** I am not a licensed therapist, and you understand that mentoring/coaching is not therapy and does not substitute for therapy if needed, and does not prevent, cure, or treat any mental disorder or medical disease.

**11. Governing law.** The Coach and Client acknowledge and agree that the essence of this agreement is that of mutual trust, confidence, and reliance up each other to do what is fair and honourable. The foregoing notwithstanding, in the event of any dispute, this Agreement shall be interpreted and construed according to, and governed by, the laws of [Client's Jurisdiction], excluding any such laws that might direct the application of the laws of another jurisdiction and irrespective of the fact that a party hereto may not be a resident of or maintain a place of business in that State/Country. The Federal or State courts located in Australia shall have jurisdiction to hear any dispute under this matter.

This Agreement shall be governed by and construed in accordance with the laws of the State of [Client's state and country of residence]. In addition to all other rights and remedies available at law, in the event of litigation relation to the subject matter of this Agreement regardless of the outcome, each party in litigation is required to pay its own reasonable Attorney fees and costs resulting therein.

**12. All Communication.** All communication via the private Facebook group, Messenger or Zoom between the Coach and Client will be also covered by this agreement.

**13. Entire agreement.** This Agreement contains the full and complete understanding and agreement between the parties with respect to the subject matter within and supersedes all other agreements with the parties whether written or oral relating thereto and may not be modified or amended except by the written instrument executed by both parties hereto.

**I have read and agree:** Payments are not refundable for any reason. All payments are due regardless of whether you fully and faithfully participate or not. You acknowledge that The Queenie Effect Pty Ltd. must receive payment by the agreed upon date of each month. You acknowledge that you may lose access to all materials without notice, will no longer receive coaching, and will still be accountable for making all payments through the end of this agreement. We may also terminate services if, in our sole opinion, you are conducting yourself or your business in a manner which is disparaging or disruptive to The Queenie Effect Pty Ltd. in no event any refunds will be issued.