

## 1. SERVICES

The Mentor & Hypnotherapist agrees to provide the "**Offerings**" as purchased by the client (herein referred to as the "Program"). The Client agrees to abide by all policies and procedures as outlined in this agreement as a condition of their participation in the Program.

## 2. DISCLAIMER

The Client understands the Mentor & Hypnotherapist is not an agent, publicist, accountant, financial planner, lawyer, therapist, or any other licensed or registered professional. Mentoring and hypnotherapy, which is not directive advice, counselling, or therapy, may address overall goals, specific projects, or general conditions in the Client's life or profession. Mentoring and hypnotherapy services may include setting priorities, establishing goals, identifying resources, brainstorming, creating action plans, strategising, asking clarifying questions, and providing models, examples, and in-the-moment skills training. The Mentor & Hypnotherapist promises that all information provided by the Client will be kept strictly confidential, as permissible by law.

Furthermore, the Client understands the Mentor & Hypnotherapist is not an employee, agent, lawyer, doctor, registered dietitian, psychotherapist, nutritionist, psychologist, or other licensed or registered professional. The Mentor & Hypnotherapist will not act as a therapist providing psychoanalysis, psychological counselling or behavioral therapy. The Client understands this Program will not prescribe or assess micro-and macronutrient levels; provide health care, medical or nutrition therapy services; or diagnose, treat or cure any disease, condition or other physical or mental ailment of the human body. The Client understands if they should experience any such issues they should see their registered physician or other practitioner as determined by their own judgment.

If the Client is under the care of a healthcare professional or currently uses prescription medications, the Client should discuss any dietary changes or potential dietary supplements use with his or her doctor, and should not discontinue any prescription medications without first consulting his or her doctor. The Client understands that the information in this Program is NOT medical or nursing advice and is not meant to take the place of seeing licensed health professionals.

## 3. PROGRAM STRUCTURE

The Program inclusions outlined on the website may be revised by the Mentor & Hypnotherapist to ensure best possible service to the Client. In this case, the Client will be informed of the revisions as soon as possible.

The Mentor & Hypnotherapist's requests for Client's participation in the Program:

- Please be on time to all sessions. If you will be late, notify the Mentor & Hypnotherapist in advance. If you miss a session, notify the Mentor & Hypnotherapist at least 24 hours in advance. Sessions missed without 24 hours' notice will only be rescheduled at the Mentor & Hypnotherapist's sole discretion.
- Be honest and participate fully. Recognise that our sessions are a safe place to look at what you really want, and what it will take to make it happen.
- Make a commitment to the action plans you create, and do what you have agreed to do.

- Understand that the power of the mentoring relationship can only be granted by you, and commit to making the relationship powerful. If you see that the mentoring is not working as you desire, communicate and take action to return the power to the relationship.
- The Client agrees to at all times behave professionally, courteously, and respectfully with staff and clients.
- The Client agrees to abide by any course rules / regulations presented by the Mentor & Hypnotherapist. The failure to abide by course rules shall be cause for termination of this Agreement. In the event of such termination, the Client shall not be entitled to recoup any amounts paid and shall remain responsible for all outstanding payments.

## 4. RELEASE

Client consents to recordings or video being made of courses and the Program. The Mentor & Hypnotherapist reserves the right to use, at its sole discretion, course materials, videos and audio recordings of courses, and materials submitted by Client in the context of the course(s) and the Program for future lecture, teaching, and marketing materials, and further other goods/services provided by the Mentor & Hypnotherapist, without compensation to the Client. Client consents to its name, voice, and likeness being used by the Mentor & Hypnotherapist for future lecture, teaching, and marketing materials, and further other goods/services provided by the Mentor & Hypnotherapist, without compensation to the Client.

## 5. TERM

This Program begins as stated on the Marina Lovasz website for the agreed term, [providing part payment, or full payment has been received as agreed](#). The Client understands that a relationship with the Mentor & Hypnotherapist does not exist between the Parties after the conclusion of the Program. If the Parties desire to continue their relationship, a separate agreement will be entered into.

## 6. TERMINATION

The Mentor & Hypnotherapist is committed to providing all clients in the Program with a positive Program experience. By signing below, the Client agrees that the Mentor & Hypnotherapist may, at its sole discretion, terminate this Agreement and limit, suspend or terminate the Client's participation in the Program without refund or forgiveness of monthly payments if the Client becomes disruptive or upon violation of the terms.

If the Client decides to withdraw from the program, no refunds will be issued and any outstanding balance owing on the program fee is due within 7 days of exit.

## 7. PAYMENT

### Payment in Full

Total fee of the Program is as stated on the website in Australian (AU) dollars.

- The Client must pay the fee in full via direct bank transfer or Visa/Mastercard/AmEx through Square or Paypal.
- The Client must pay for the services prior to the service commencing, unless a Payment Plan has been agreed to.

- No further payments are required, unless the Client wishes to upgrade to include 'Personal 1-1 Mentoring' in addition to the Program. In this case, the additional fee will be confirmed at that time.

## Payment Plan – Monthly

Total fee of this Program is as stated on the website for the agreed program.

- Payment plans fees have an additional 10% charge of the total service cost.
- Payment plans are not available Early Bird prices.
- Client is to pay the initial deposit as agreed, via direct bank transfer or Visa/Mastercard through Square or Paypal.
- The remaining instalments / payments are to be paid on the agreed date.

The above payment plan can be revised to be paid off sooner, at the agreement of both parties.

The Client grants the Mentor & Hypnotherapist the authority to charge the card(s) provided every week. If a payment is not received by this date, a 20% (twenty percent) late penalty shall be charged to all balances that are not paid in a timely manner. The Mentor & Hypnotherapist reserves the right to suspend Services until payment is complete.

If the Client has an emergency and can't make a payment on time, please write to the Mentor & Hypnotherapist via email ([marina@marinalovasz.com](mailto:marina@marinalovasz.com)) to let the Mentor & Hypnotherapist know so that an extension can be negotiated between both Parties

## 8. REFUNDS

The Client may be eligible for a refund of the amount paid, provided they have not accessed any part of the Program and if they email [marina@marinalovasz.com](mailto:marina@marinalovasz.com) stating the reason for the refund request, no later than three (3) days after purchase of the Program ("three days grace period").

Attending live trainings, utilising and communicating with the Facebook community, and accessing the digital content constitute access to the Program, for purposes of this subsection, and such access within the three day grace period will render this refund policy null & void. If the Client receives a refund for the Program, they will no longer be able to access any portion of the Program and will be removed from all groups immediately. The Mentor & Hypnotherapist has the sole discretion to determine whether the Client satisfies the eligibility criteria for a refund and is under no obligation to provide this refund.

After the three day grace period as outlined above, the Client is responsible for full payment of fees for the entire Program, regardless of whether the Client completes the Program. To further clarify, no refunds will be issued.

## 9. CALLS

If Zoom video calls are included as part to the program, the Client must call into the Zoom link provided by the Mentor & Hypnotherapist at the scheduled time.

It is the Client's responsibility to schedule calls with the Mentor & Hypnotherapist. If the Client fails to schedule appointments, those unscheduled appointments are forfeited. If the Client needs to reschedule a call with the Mentor & Hypnotherapist, the Client must provide at least 24 hours advanced notice to the Mentor & Hypnotherapist. Missed appointments will be forfeited at the sole discretion of the Mentor & Hypnotherapist.

The Client also understands that any/all scheduled mentoring calls and/or other benefits expire at the end of the Term of this Program and will not be carried-over.

## 10. CONFIDENTIALITY

This Agreement is considered a mutual non-disclosure agreement. Both Parties agree not to disclose, reveal or make use of any information learned by either party during discussions, or otherwise, throughout the Term of this Program (“Confidential Information”).

Confidential Information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties shall keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. The obligation of the Parties hereunder to hold the information confidential does not apply to information that is subsequently acquired by either Party from a third party who has a bona fide right to make such information available without restriction. Both Parties agree that any and all Confidential Information learned as of the Effective Date shall survive the termination, revocation, or expiration of this Agreement.

## 11. COMPELLED DISCLOSURE OF CONFIDENTIAL INFORMATION

Notwithstanding anything in the foregoing, in the event that the Client is required by law to disclose any of the Confidential Information, the Client will

- (i) provide the Mentor & Hypnotherapist with prompt notice of such requirement prior to the disclosure, and
- (ii) provide the Mentor & Hypnotherapist all available information and assistance to enable the Mentor & Hypnotherapist to take the measures appropriate to protect the Confidential Information from disclosure.

## 12. NON-DISCLOSURE OF COURSE MATERIALS

Material given to the Client in the course of the Client’s work with the Mentor & Hypnotherapist is proprietary, copyrighted and developed specifically for the Mentor & Hypnotherapist. The Client agrees that such proprietary material is solely for the Client’s own personal use. Any disclosure to a third party is strictly prohibited.

The Mentor & Hypnotherapist’s program is copyrighted and the original materials that have been provided to the Client are for the Client’s individual use only and are granted as a single- user license. The Client is not authorised to use any of the Mentor & Hypnotherapist’s intellectual property for the Client’s business purposes. All intellectual property, including the Mentor & Hypnotherapist’s copyrighted program and/or course materials, shall remain the sole property of the Mentor & Hypnotherapist. No license to sell or distribute the Mentor & Hypnotherapist’s materials is granted or implied.

Further, by signing below, the Client agrees that if the Client violates, or displays any likelihood of violating, any of the Client’s agreements contained in this paragraph, the Mentor & Hypnotherapist will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

\_\_\_\_\_

## 13. NON-DISPARAGEMENT

The Client shall not make any false, disparaging, or derogatory statement in public or private regarding the Mentor & Hypnotherapist, its employees, or agents. The Mentor & Hypnotherapist shall not make any false, disparaging, or derogatory statements in public or private regarding the Client and its relationship with the Mentor & Hypnotherapist.

## 14. INDEMNIFICATION

The Client shall defend, indemnify, and hold harmless the Mentor & Hypnotherapist, Mentor & Hypnotherapist's shareholders, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever - including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements - which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by the Mentor & Hypnotherapist, or any of its shareholders, trustees, affiliates or successors.

The Client shall defend the Mentor & Hypnotherapist in any legal actions, regulatory actions, or the like arising from or related to this Agreement.

The Mentor & Hypnotherapist recognises and agrees that all of the Mentor & Hypnotherapist's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Mentor & Hypnotherapist.

## 15. DISPUTE RESOLUTION

If a dispute is not resolved first by good-faith negotiation between the Parties to this Agreement, every controversy or dispute to this Agreement will be submitted to the Australian Centre for International Commercial Arbitration (ACICA). The arbitration shall occur within ninety-(90)-days from the date of the initial arbitration demand and shall take place in Western Australia, Australia. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall co-operate with each other to ensure that the arbitration process is completed within the ninety-(90)-day period. The written decision of the arbitrators (which will provide for the payment of costs, including solicitor's fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

## 16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of Western Australia, Australia, regardless of the conflict of laws principles thereof.

## 17. ENTIRE AGREEMENT; AMENDMENT; HEADINGS

This Agreement constitutes the entire agreement between the Parties with respect to its relationship, and supersedes all prior oral or written agreements, understandings and representations to the extent that they relate in any way to the subject matter hereof. Neither course of performance, nor course of dealing, nor usage of trade, shall be used to qualify, explain, supplement or otherwise modify any of the provisions of this Agreement. No amendment of, or any consent with respect to, any provision of this Agreement shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The headings of Sections in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

## 18. COUNTERPARTS

This Agreement may be executed in one or more counterparts (including by means of digital signature, fax or email via portable document format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

## 19. SEVERABILITY

Should any provision of this Agreement be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement shall not be affected and shall remain in full force and effect.

## 20. SURVIVABILITY

The ownership, non-circumvention, non-disparagement, proprietary rights, and confidentiality provisions, and any provisions relating to payment of sums owed set forth in this Agreement, and any other provisions that by their sense and context the parties intend to have survive, shall survive the termination of this Agreement for any reason.

## 21. WAIVER

The waiver or failure of the Mentor & Hypnotherapist to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

## 22. ASSIGNMENT

This Agreement may not be assigned by either Party without express written consent of the other Party.

## 23. FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labour strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Party to perform its obligations under this Agreement, the affected Party's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

## 24. CLIENT RESPONSIBILITY; NO GUARANTEES

The Client accepts and agrees that the Client is 100% responsible for its progress and results from the Program. The Mentor & Hypnotherapist will help and guide the Client; however, participation is the one vital element to the Program's success that relies solely on the Client. The Mentor & Hypnotherapist makes no representations, warranties or guarantees verbally or in writing regarding the Client's performance. The Client understands that because of the nature of the program and extent, the results experienced by each client may significantly vary. By signing below, the Client acknowledges that there is an inherent risk of loss of capital and there is no guarantee that the Client will reach its goals as a result of participation in the Program and the Mentor & Hypnotherapist's comments about the outcome are expressions of opinion only.

The Mentor & Hypnotherapist makes no guarantee other than that the Services offered in this Program shall be provided to the Client in accordance with the terms of this Agreement.