

## Terms and Conditions of Trade –

### 2 Minds Project PTY LTD (ABN 643 195 215)

Customer means the party engaging the services of **2 Minds Project PTY LTD**.

Program, services, course and similar synonyms are used interchangeably.

### Our Prices and Fees

1. All prices quoted are Australian Dollars.
2. All prices quoted, are for the listed and mentioned services only and are subject to change in line with third party providers, the Australian dollar and other unforeseen circumstances.
3. Customers may be required to enter into arrangement with third parties in order to allow for the services of **2 Minds Project PTY LTD** to be provided. Any such agreements are between the Customer and the respective third parties. **2 Minds Project PTY LTD** encourages Customers to review any terms and conditions prior to acceptance.

### Payment of our Invoices

4. To secure placement in a program, **2 Minds Project PTY LTD** requires payment in full, upfront.
5. If the Customer does not wish to pay in full, upfront, then at the sole discretion of **2 Minds Project PTY LTD**, the Customer must enter into a direct debit agreement with a third-party provider, which is to be introduced by **2 Minds Project PTY LTD**
6. In the event that direct debit agreement is entered into, a non-refundable deposit to be paid by the Customer to **2 Minds Project PTY LTD** The non-refundable deposit is \$500.00.
7. Throughout any program, **2 Minds Project PTY LTD** requires payment for the services to be provided prior to the Customer engaging in the next stage of the program.
8. Failure to make the requisite payment will result in services being placed on hold the Customer's place in any program cancelled.

### Refund Policy and Cancellation Policy

9. Until Onboarding Email is sent to Customer, the Customer may withdraw from any program or services with **2 Minds Project PTY LTD**. In the event of withdrawal under this clause, the Customer will be entitled to a refund of any amounts paid, less \$500.00. This amount is retained to cover the administrative costs and opportunity costs associated with the limited spaces available in each program.
10. After the commencement of the services, which occurs after the onboarding email is sent, **2 Minds**

**Project PTY LTD** has a 'no refund' policy due to the individualised content of each program developed for Customers. Obviously, this is subject to Australian Consumer Law. If there are any issues with the packages or service you have been provided, please contact **2 Minds Project PTY LTD** via email to **2mindscoaching@gmail.com**. We would like the opportunity to work with you in relation to your issues, whatever they may be.

11. With the exceptions provided by Australian Consumer Law, a Customer may not cancel a program that they have purchased **2 Minds Project PTY LTD** has a finite capacity in relation to the services that it can provide and requires payment in order to cover the opportunity cost associated with the cancellation.
12. In the event of illness certified by a medical professional, or other justifiable reason for withdrawal from a program, services may be suspended by the Customer upon request, in writing to **2mindscoaching@gmail.com**. Such withdrawal is at the discretion of **2 Minds Project PTY LTD** Should withdrawal be allowed; credit will be provided towards another program.

### Pausing The Contract

13. If **2 Minds Project PTY LTD** believes you are facing a reasonable personal circumstance that limits you from committing to the program, then you may put the program on pause for a maximum of 2 months.
14. The pause can only be used once and will incur a \$200 per month fee which is not deducted off your final balance. The pause will be effective in 7 days from the time the written notice is emailed to [2mindscoaching@gmail.com](mailto:2mindscoaching@gmail.com).
15. During pause time, you will still have access to the call recordings. However, you will not be able to participate in the live ongoing coaching sessions and messenger support.
16. Pausing the contract may not be eligible if you are paying an external Debtor, each circumstance will be reviewed by **2 Minds Project PTY LTD** and will remain at **2 Minds Project PTY LTD** discretion.

### Our Services

17. **2 Minds Project PTY LTD** provides transformational education in Neurolinguistics programming, Time Line Therapy®, hypnosis and natural therapies to Customers.

18. **2 Minds Project PTY LTD** does not offer its products or services to people under the age of 18 years. The relevant time for determining a potential Customer's age is at the time of paying the upfront fees required by these terms and conditions.
19. The services provided by **2 Minds Project PTY LTD** are merely indicative and general in nature, the advice is not directive, nor does it amount to counselling, financial, nor legal advice. Any such advice should be sought from a qualified expert.
20. The Customer agrees that **2 Minds Project PTY LTD** may, in the provision of the services, ask personal questions and make requests for the specific purpose of reminding the Customer of their own, previously provided, intentions. If discussing personal issues may result in a risk to the Customer, then the Customer must disclose this prior to engaging the services of **2 Minds Project PTY LTD**
21. The Customer warrants they are medically fit to undertake the personal development program offered by **2 Minds Project PTY LTD**
22. **2 Minds Project PTY LTD** acknowledges that any personal information discussed during the provision of the services shall be kept in confidence.
23. **2 Minds Project PTY LTD** will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this agreement, do not make public or disclose the Customer information and data which would reasonably be expected to be kept in confidence, unless legally compelled to do so.
24. The Customer requests the services at his or her own risk. **2 Minds Project PTY LTD** will not be held liable for any losses or damages caused as a result of services purchased from **2 Minds Project PTY LTD**
25. The Customer agrees that any strategies implemented **2 Minds Project PTY LTD** remain the intellectual property of **2 Minds Project PTY LTD** and may not be used outside the terms of this engagement, save for where expressly provided for.
26. It is the responsibility of the Customer that all materials (including, but not limited to images, diagrams, data, as well as intellectual property in other media) supplied to **2 Minds Project PTY LTD** by the Customer will have the relevant copyrights, licenses and permissions for use in the services of the Company.
27. The Customer is also responsible for the accuracy of their instructions and directions to the **2 Minds Project PTY LTD**. **2 Minds Project PTY LTD** will not accept responsibility/liability for infringements or inaccuracies caused by any wrongly supplied instructions or materials.

28. **2 Minds Project PTY LTD** reserves the right to commission freelance support or outsource any task if it is felt it is in the best interests of the Customer. Any outsourced job remains the property/responsibility of **2 Minds Project PTY LTD** and such services are deemed to be carried out 'indirectly' by **2 Minds Project PTY LTD**.
29. **2 Minds Project PTY LTD** makes no guarantee or warranties, either express or implied, outside of that required by Australian Consumer Law.

#### **Customer Code of Conduct**

30. The Customer agrees to be bound by this Code of Conduct, failing compliance with, **2 Minds Project PTY LTD** may immediately terminate the agreement and cease to provide services without notice.
31. The Customer must:
  - i. Provide full Disclosure;
  - ii. Be Patient;
  - iii. Communicate fully; and
  - iv. Comply with all laws.
32. In the event that **2 Minds Project PTY LTD** terminates the agreement with the Customer pursuant with non-compliance with the Code of Conduct, no refund is to be provided.

#### **Privacy**

33. **2 Minds Project PTY LTD** takes your privacy seriously. **2 Minds Project PTY LTD** will protect your personal information regarding the use of personal information as required by Australian Privacy Laws Privacy Laws as well as European requirements for Customer's based in that location. **2 Minds Project PTY LTD** will not use your personal information except for the purpose of engaging in and entering into and completing a transaction and the services. The Customer must ensure that before disclosing any personal information to **2 Minds Project PTY LTD** that the Customer is entitled to disclose that information and without taking any further steps as required by the Australian Privacy Laws **2 Minds Project PTY LTD** may use and disclose such information for the purpose of entering into any transaction under these Terms of Trade. If the Customer becomes aware of any breach or alleged breach of the Privacy Laws concerning information disclosed by **2 Minds Project PTY LTD** to the Customer or any other party, or by the Customer to **2 Minds Project PTY LTD**, then the Customer must notify **2 Minds Project PTY LTD** immediately via the email to **2mindscoaching@gmail.com**. Likewise, **2 Minds Project PTY LTD** will notify the Customer, and if necessary, the Office of the Australian Information Commissioner if **2 Minds Project PTY LTD** becomes
34. **2 Minds Project PTY LTD** immediately via the email to **2mindscoaching@gmail.com**. Likewise, **2 Minds Project PTY LTD** will notify the Customer, and if necessary, the Office of the Australian Information Commissioner if **2 Minds Project PTY LTD** becomes

aware of any breach or any alleged breach of the Privacy Laws concerning information disclosed.

**Security**

- 35. Any transactions completed online with **2 Minds Project PTY LTD** are completed using SSL technology, which provides the high-level encryption for online transactions.
- 36. In the event the Customer's credit card information is taken by **2 Minds Project PTY LTD** for the purposes of making a credit card transaction to purchase a package. The Customer's credit information is destroyed after the transaction is successfully made. This is an essential element of **2 Minds Project PTY LTD** engagement.
- 37. Any online payment is transacted via third party providers and subject to the terms and conditions imposed by those providers.

**General**

- 38. **2 Minds Project PTY LTD** reserves all rights in relation to intellectual property created and used by it on its website and in any documentation. **2 Minds Project PTY LTD** has taken every measure to ensure that it has permission to use the intellectual property of others. Any misuse of copyrighted material by Customers or users of any website or publication operated by **2 Minds Project PTY LTD** is strictly prohibited.
- 39. Customer agree that **2 Minds Project PTY LTD** may photograph or otherwise record the delivery of the program, including photographing or recording the Customer, which may identify the Customer. The Customer agrees that this material may be used in marketing material by **2 Minds Project PTY LTD**. This also includes any testimonials provided by Customers.
- 40. Terms and Conditions may be changed at any time without prior notice to its Customers. Notification will be sent to all Customers at the time of the Terms and Conditions alterations.
- 41. **2 Minds Project PTY LTD** shall be under no liability if it should be unable to carry out any provision of this agreement for any reason beyond its control.
- 42. The Customer is agreeing fully to **2 Minds Project PTY LTD** Terms and Conditions of Trade by electing to engage the services of **2 Minds Project PTY LTD**

***I have read, understood and agree to the 2 Minds Project Pty Ltd Terms and Conditions and Refund Policy listed here***

Client Name

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Client Signature

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Date

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