



TERMS OF SERVICE /
ENROLMENT AGREEMENT

THE FRESH LIFE
INTERNAL MAKEOVER JOURNEY
PROGRAM





Terms of Service / Enrolment Agreement

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Privacy Statement

By providing MERR Solutions Pty Ltd ABN 97601765833, trading as Fresh Life Journeys (“us”, “we”, “our”) with this personal information, you acknowledge and agree the following:

We only collect the information we need in order to perform our health and wellness coaching services (“Services”). We comply at all times with the Privacy Act 1988 (Cth) which regulates how personal information is handled including all your health details which are sensitive information. We will not disclose your personal information without your consent unless required due to a medical emergency, injury, health risk or similar and we will only do so to a qualified professional who is under the same duty of confidentiality.

The personal information you are providing is true and correct at the time you are providing it to us. You will notify us with any changes and keep it updated on a regular basis while you are using our Services. You can access your personal information by request at any time.

We keep your personal information secure and do not use it for any purposes unrelated to our services. All our employees and any staff who may have access this personal information are under a strict duty of confidentiality and privacy practices are adhered to.

Please note: we securely destroy all your personal information after 1 year if you have ceased using our Services.

From time to time, we may use your personal information to contact you in relation to information on our Services. You can unsubscribe at any time or advise us that you withdraw your consent to these specific uses and be removed from any further marketing or information we may send.

Important Note: Our Services are not a substitute for medical attention, treatment, examination, advice or diagnosis. You are responsible for consulting a doctor before commencing any new regimes or alterations to your diet or health. You take full responsibility for making the informed decision to use our Services. You hereby agree to irrevocably release and waive any claims you may have now or in the future against us.





TERMS OF SERVICE / ENROLMENT AGREEMENT

By entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you (“Client”) agree to be provided with services by Samantha Wyatt, acting for and on behalf of MERR Solutions Pty Ltd ABN 97601765833, t/a Fresh Life Journeys (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

SERVICES

- (a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Company agrees to render services related to education by means of seminar, consulting, coaching, and/or business-coaching (the “Program”).
- (b) The terms of this Agreement shall be binding for any further goods/services supplied by Company to Client.
- (c) Parties agree that the Program is in the nature of coaching and education.
- (d) The scope of services rendered by Company pursuant to this contract shall be solely limited to those contained therein and provided for on Company’s website as part of the Program.
- (e) Company reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.

FEES

- (a) Client agrees to pay fees to the Company according to the payment schedule set forth on Company’s website, or otherwise provided to Client, and the payment plan selected by Client (the “Fee”).
- (b) Company shall charge a 5% (five percent) late fee on all outstanding balances not paid by the date or dates as agreed between the parties.

REFUNDS

- (a) Upon execution of this Agreement, Client agrees to pay to Company the full amount of the Fee.
- (b) If client cancels attendance at, or participation in, the Program for any reason whatsoever, Client will not be entitled to receive a refund, except where Company’s statutory obligations mean that Client is entitled to either a full or partial refund.
- (c) If Company is unable to render a portion of the Program as agreed and no suitable rescheduling is able to be arranged then a refund for that portion only of the Program will be made to Client.

CHARGEBACKS AND PAYMENT SECURITY

- (a) To the extent that Client provides Company with credit card(s) information for payment on Client’s account, Company shall be authorized to charge Client’s credit card(s) for any unpaid charges on the dates agreed.
- (b) If Client uses a multiple-payment plan to make payments to Company, Company shall be authorized to make all charges at the time they are due and not require separate authorization in order to do so. Client shall not make any chargebacks to Company’s account or cancel the credit card that is provided as security without Company’s prior written consent.
- (c) Client is responsible for any fees associated with recouping payment on chargebacks and any collection fees associated therewith. Client shall not change any of the credit card information provided to Company without notifying Company in advance.





NO RESALE OF SERVICES PERMITTED

- (a) Client agrees not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Program (including course materials), use of the Program, or access to the Program.
- (b) This agreement is not transferrable or assignable without the Company's prior written consent, where such consent may be withheld at the Company's absolute discretion.

NO TRANSFER OF INTELLECTUAL PROPERTY

- (a) Company's copyrighted and original materials shall be provided to the Client for his/her individual use only and with a single-user, non-transferable, revocable license.
- (b) Client agrees that he/she will not use any of the Company's intellectual property, including without limitation the Company's copyrighted and original materials, for Client's business purposes.
- (c) Client shall not be authorized to share, copy, distribute, or otherwise disseminate any materials received from Company electronically or otherwise without the prior written consent of the Company.
- (d) All intellectual property, including Company's copyrighted course materials, shall remain the sole property of the Company.
- (e) No license to sell or distribute Company's materials is granted or implied by the enrolment or by the payment of any fees.

LIMITATION OF LIABILITY

- (a) By enrolling in the Program and using Company's services, Client releases Company, its officers, employees, directors, affiliates and related entities from any and all damages that may result from the provision of the services to the Client.
- (b) The Program is an educational/coaching service only.
- (c) Client agrees that he/she accepts any and all risks, foreseeable or nonforeseeable, arising from such services.
- (d) In any event, if Company is found to be liable, Company's liability to Client or to any third party is limited to the lesser of:
 - (i) the total fees Client paid to Company in the one month prior to the action giving rise to the liability.
- (e) All claims against Company must be lodged within 100 calendar days of the date of the cause of action arising or otherwise the right of action is forfeited.
- (f) Client agrees that Company will not be held liable for any damages of any kind resulting or arising from the provision of the services including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrolment in the Program.
- (g) Client agrees that he/she uses Company's services at Client's own risk.

DISCLAIMER AND GUARANTEE

- (a) Client accepts and agrees that she/he is entirely and solely responsible for her/his progress and results from the Program.
- (b) Client accepts and agrees that the Company cannot control the Client's responses to the provision of the services under this Agreement.
- (c) Company makes no representations or guarantees whatsoever regarding performance of this Agreement other than those specifically stated herein.
- (d) Company and its affiliates disclaim, as far as is permitted by law, the implied warranties of titles, merchantability, and fitness for a particular purpose.



(e) Company makes no guarantee or warranty that the Program will meet Client's requirements or that all clients will achieve the same or similar results.

ONLINE COURSE/PROGRAM RULES

- (a) To the extent that Client interacts with Company staff and/or other Company clients, Client agrees to behave, at all times, courteously and respectfully.
- (b) Client agrees to abide by any Course rules and/or regulations presented by Company.
- (c) The failure to abide by Course rules and regulations shall be a material breach of this Agreement and therefore sufficient cause for immediate termination of this Agreement by Company.
- (d) In the event of such termination, Client shall not be entitled to refund of any amounts paid and shall remain responsible for all outstanding amounts of the Fee.

USE OF ONLINE COURSE/PROGRAM MATERIALS

- (a) Client consents to recordings being made of courses and the Program.
- (b) Company 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 Company, without compensation to the Client.
- (c) Client consents to his/her name, voice, and likeness being used by Company for future lecture, teaching, and marketing materials, and further other goods/services provided by Company, without compensation to the Client or need for further agreement by Client.

NO SUBSTITUTE OF MEDICAL TREATMENT

- (a) Client agrees to be mindful of his/her own health and well being during the provision of any services and to seek appropriate medical treatment (including, but not limited to, psychotherapy) if needed.
- (b) Company does not provide, and does not hold itself out as providing, medical, therapy, or psychotherapy services.
- (c) Company is not responsible for any decisions made by Client as a result of the coaching and any consequences thereof.

TERMINATION

- (a) In the event that Client is in arrears of payment or otherwise in default of this Agreement, all payments due here under shall be immediately due and payable.
- (b) Company shall be allowed to immediately collect all sums due from Client and to terminate this Agreement without providing further services to Client.
- (c) In the event that Client is in arrears of payments to Company, Client shall not be permitted to use or receive any of Company's services or to participate in any Program.

CONFIDENTIALITY

- (a) The term "Confidential Information" shall mean information which is not generally known to the public relating to the Client's business or personal affairs.
- (b) Company agrees not to disclose, reveal or make use of any Confidential Information of Client, during discussion with Client, the coaching session with Company, or otherwise, without the written consent of Client.
- (c) Company shall keep the Confidential Information of the Client in strictest confidence and shall use its best efforts to safeguard the Client's Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.



(d) Client Confidential Information shall not include material created by Client on internet social media (including, but not limited to, Facebook, LinkedIn, Twitter and Instagram). Where such material on social media mentions Company, services provided by Company, Company staff or Programs then Client agrees that Company may use such material for marketing and similar purposes without express permission of Client (other than by the terms of this Agreement) and that Client will have no claim of any kind against Company for use of the material.

(e) Client acknowledges and agrees that Program may include group activities and that Company may record, for later use at the absolute discretion of Company, such activities and that Client will have no claim of any kind against Company for use of the recorded material.

DISPUTES

(a) In the event that a dispute arises between the Parties then the Parties agree and accept that they will negotiate in good faith to settle such dispute. If, after a reasonable period of negotiation, the dispute is not settled then either party may commence further action in the venue stated below.

(b) In the event of a dispute between the Parties, the parties agree that they neither will engage in any conduct or communications, public or private, designed to disparage the other.

INDEMNIFICATION

(a) Client shall defend, indemnify, and hold harmless Company, Company's shareholders, trustees, affiliates, employees, subcontractors and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorney's 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 service(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or wilful misconduct by Company, or any of its shareholders, trustees, affiliates, employees, subcontractors and successors.

(b) Client shall defend Company in any legal actions or the like arising from or related to this Agreement where such action brought by a third party for or on behalf of Client.

(c) Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates, employees, subcontractors and successors shall not be held personally, individually or collectively, responsible or liable for any actions or representations of the Company.

CONTROLLING AGREEMENT

In the event of any conflict between the provisions contained in this Agreement and any materials used by Company, Company's representatives, or employees, the provisions of this Agreement shall prevail.

CHOICE OF LAW

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of Queensland Australia without giving effect to any principles or conflicts of law.

(b) Subject to clause 14 above, the parties hereto agree to submit any dispute or controversy arising out of or relating to this Agreement to arbitration in Brisbane in the state of Queensland Australia, which arbitration shall be binding upon the parties and their successors in interest.

(c) The prevailing party is entitled to be reimbursed for all reasonable legal fees from the non-prevailing party.





ENTIRE AGREEMENT

- (a) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations and understandings, oral or written.
- (b) This Agreement may be modified only by an instrument in writing duly executed by both parties.

SURVIVAL

The ownership, non-circumvention, dispute resolution, 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, for any reason, of this Agreement.

SEVERABILITY

If any of the provisions contained in this Agreement, or any part of them, is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of such provision or any other provision contained herein, which shall be given full effect regardless of the invalid provision or part thereof.

OTHER TERMS

- (a) Upon execution of enrolment in the online course/program, the Parties agree that any individual, associate, and/or assign shall be bound by the terms of this Agreement.
- (b) A facsimile, electronic, or e-mailed executed copy of this Agreement, with a written or electronic signature, shall constitute a legal and binding instrument with the same effect as an originally signed copy.

