

Smidj Purchase Agreement & Refund Policy

Coaching and Collaboration Products

Provision of Services Agreement ('Agreement')

By making payment and engaging our Services, you, as our Client, agree to the following terms and conditions:

“Client” means the person or business, as relevant, who has purchased engaging the Services;

“Smidj” means David Smith or an equally qualified person engaged by Smidj to perform the service that was purchased.

1. PURPOSE OF THIS AGREEMENT

1.1 The purpose of this document is to formalise the agreement for the Services to be provided by Smidj to the Client.

1.2 The Client agrees to make payment for the Services in accordance with the terms of this Agreement and according to the product description.

2. DEFINITIONS

2.1 “Confidential Information” means any written or oral information that is provided by or disclosed directly or indirectly through any means that is not already in the public domain, and may include information about business structures, methods, procedures, financial and personal information.

2.2 “Services” means the services that will be provided by Smidj according to the product or subscription purchased. These include, but may not be limited to coaching modalities, psychotherapeutic techniques, training or education.

3. SERVICES

3.1. The period and products offered specific to the product, will commence upon payment being finalized.

- 3.2. The Client appoints Smidj for the Services as outlined in the products or subscription purchased. The Client accepts the services and is bound by these terms once payment is made.
- 3.3. Smidj agrees to provide the Services in a professional manner and in accordance with standards and ethics of the coaching and psychotherapeutic governing bodies. The Coach will ensure any associates appointed on behalf of Smidj to undertake any service to the client will have the relevant qualifications and be held to the same standards and ethical requirements.
- 3.4. Any specific terms and requirements that differ from the products or subscriptions that are published by Smidj will be agreed in writing prior to payment being finalized. Once payment is finalised the client agrees that there will be no change to the service provided based on the product or subscription purchased. If any change after this time is agreed there will be additional costs to the client.
- 3.5. Services will be provided through face-to-face, telephone or video depending on the locations of the client to Smidj and will be agreed prior to payment being finalized. All group products will require face to face attendance.
- 3.6. Additional costs for travel to attend face to face programs will be at the cost to the client.

4. SMIDJ/CLIENT ENGAGEMENT COMMITMENT

- 3.7. All individual session dates will be negotiated and scheduled upon agreement between Smidj and the Client.
- 3.8. All group programs will have fixed dates and will not be negotiated with the exception of an on-site team program that is part of the subscription purchased.
- 3.9. Individual sessions may be rescheduled on agreement between the client and Smidj. A minimum 48 hours notice is required for the session to be rescheduled. If notice is given within 48 hours before the session, that session will be forfeited.
- 3.10. The services purchased by the client are not transferrable. They may at no time be transferred to any other third party, group or entity

5. REFUNDS

5.1 The Client represents and warrants that they will provide all relevant information required for Smidj to carry out the Services in a timely manner;

5.2 The Client acknowledges and agrees that:

5.2.1 Results of the Services vary from individual to individual. For this reason, performance, progress and success of any particular Services is reliant on the Client and individual to meet their own requirements. Smidj cannot and does not guarantee any particular or any results and the Client is solely responsible for their progress. If any time during the Services the Client feels their progress is not as expected, it is the responsibility of the Client to advise Smidj immediately of any concerns in order to give Smidj an opportunity to address and assist. Smidj will use reasonable efforts to resolve the concerns, however at no time do they guarantee or warrant any increase or altered progress or performance;

5.2.2 On purchase of a product Smidj will allocate specific time periods to provide the Services to the Client, any cancellation or termination and refund of Services would be to the detriment of the Coach. For this reason, there are no refunds for change of mind or similar.

5.2.3 Any delay or late attendance to any scheduled sessions by the Client will finish at the nominated and agreed original time in order to not disadvantage other Clients that may be scheduled after the Client session. All sessions must finish on time at the originally scheduled time.

5.2.4 Should the Client be unable to attend a face to face program or group training session, no refund will be given. The client may defer their attendance for a future program, but can only defer their attendance once, and within the subscription period.

5.2.5 Should a client not be able to attend a face to face or group training session for medical reasons, then their service will be deferred if a valid doctors certificate stating the issue is provided.

6. TERM OF ENGAGEMENT

All Services will commence upon finalisation of payment and continue until the final subscription date. In the event not all Services have been provided before the Final Date, the remainder will be forfeited by the Client unless otherwise agreed in writing. It is up to the Client to ensure they arrange and are available for all

sessions and for the Services to be provided in full between the Commencement Date and Final Date.

7. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

7.1 The intellectual property that is created and published by Smidj is a registered trademark under the name 12Q. As such all products used in the delivery of the purchased product remains at all times the legal property of Smidj. It is not to be reprinted or used without permission from Smidj outside of the services purchased.

7.2 Should the above clause be breached then the Coach reserves the right to withdraw their services to the client.

7.3 Release: From time to time the Coach may use photos, videos, sound recordings and other sample images or content (together 'Content') taken from sessions, classes or functions that the Coach organizes. Some of this Content may be used for marketing, advertising and promotional business purposes and at no time will compensation be provided to the Client for any such use. By signing up for the Services and agreeing to the Terms, the Client hereby grants such release to the Coach to use such Content. If the Client does not wish to have their Content used, they must notify the Coach in writing of their request.

7.4 Confidentiality: Smidj agrees that they will keep confidential and secure; not use directly or indirectly; nor not disclose directly or indirectly, this Agreement and all personal information relating to, arising under or acquired under or as a consequence of this Agreement and the Services, except as required by law or any regulatory authority; or with the Client's express written consent.

7.4.1 Smidj will not at any time disclose or allow access by any person or third party to any of the Confidential Information unless required to perform the Services in which case, the Coach will ensure they are under the same duty of confidentiality as the Coach is under this Agreement.

7.4.2 The confidentiality provisions survive the termination of this Agreement and shall remain until the Confidential Information becomes part of the public domain.

7.4.3 All payment and personal information will be kept in a secure manner in accordance with Australian privacy requirements.

8. TERMINATION AND CANCELLATION

- 8.1 Termination may occur if Smidj believes that the working relationship has broken down including a loss of confidence and trust; or for any other reason outside their control which has the effect of compromising their ability to perform the Services. In the event of such termination by Smidj, a refund will be given for services not provided.
- 8.2 The client may terminate the agreement, but on termination no refund will be provided by Smidj. The Client will be liable for full payment of the program.
- 8.3 Confidentiality survives and continues in the event of any dispute or termination and, in any event, after the delivery of the Services.

9. LIMITATION OF LIABILITY AND INDEMNITY

- 9.1 The Client acknowledges and agrees that they use the Services and products of Smidj at their own risk.
- 9.2 Our Services and information provided should not replace discussions with qualified healthcare or other relevant professionals and should not be used to diagnose or replace any professional treatment or management of any condition. All decisions about any treatment and management of any condition must be made with a healthcare professional and the Client agrees and acknowledges that any reliance on any information, discussion or recommendation is done at their own risk. The Client is at all times responsible for their own physical health and emotional well-being. The Coach recommends that any pre-existing condition be treated by a medical professional and that any information provided is not to be relied on in substitution. The Client understands that they therefore engage the Services at their own risk. By engaging Smidj, the Client agrees they alone are responsible for all outcomes and achievements by participating in the Services and Smidj cannot guarantee nor be responsible for any results, howsoever incurred.