

# Education Program Terms and Conditions

[Last updated 26 November 2023]

OneLife Abundance Pty Ltd ABN 76 459 139 751 makes available the <https://www.onelife.com.au/> website and associated social media platforms or forums controlled by us, and the products or services offered for free registration or purchase via our website, over the phone or face to face.

Any reference to “OneLife”, “we”, “our”, “us” or similar words includes OneLife Abundance Pty Ltd ATF OneLife Abundance Trust ABN 76 459 139 751, its directors, employees, agents, presenters, associates, successors and assigns.

When you read the words “you”, “user” or similar words it means you, a person who registers to participate in a OneLife livestream program or purchases a OneLife education program.

Any reference to “website” in these terms and conditions means the <https://www.onelife.com.au/> website, linked sites and associated social media platforms or forums controlled by us.

When you register to attend, or purchase, a OneLife education program, you are agreeing to be bound by these terms and conditions as well as our [privacy policy](#).

**We encourage you to carefully read and understand these terms and conditions before registering to participate in or purchase any of our education programs.**

If you don't agree, your remedy is to not register or make a purchase.

## Updates

We may update these terms from time to time and the new provisions will apply from the date they are updated by notice on our website. We have included a last updated date at the top of these terms to help you keep track of when changes are made, and we recommend you check back for updates regularly.

## Feedback, comments or complaints

If you have any questions, please contact us via [support@onelife.com.au](mailto:support@onelife.com.au) and we will usually respond to all enquiries within five business days. We welcome the opportunity to talk with you and address any concerns.

## Registering to attend a Livestream or other online event

We accept registrations to attend online events from people of all ages and recommend that if you are under 18 years of age you let your parent or guardian know that you are registering and providing us with your full name, email address, phone number and postcode. You might like to invite them to register as well.

## Making a purchase

We use a third party payment platform, eWay to process periodic payments. Your personal details are securely stored.

Unless otherwise stated, amounts shown on our website are in AUD.

You must be over 18 years of age to purchase our education programs. The parent or guardian of a young person who wishes to purchase our education programs must complete the purchase details on behalf of the young person concerned and supervise the young person using our education programs and social media platforms.

When making a purchase, you agree:

- to provide true and correct details;
- to keep your contact and payment details up to date;
- to make any payments for your purchase when they are due;
- to keep any codes or passwords provided to you to facilitate access to our education programs secure and confidential and not to share your access with anyone else;
- to contact us if you believe that your access to the education program may be subject to an unauthorised operation, account takeover or other type of fraudulent activity or security breach;
- to accept electronic communications from us (you may unsubscribe from these at any time);
- not to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy) of others participating in our education program, or our staff.

We provide the opportunity for two life partners or two business partners to purchase access to our education programs at a discounted rate to support them to work together in completing our education programs. The person nominated as principal will be treated as the obligation holder for any payment commitment.

### **Access to purchased education programs**

Purchasing an education program gives you electronic access to the program content and benefits for a period of 12 months from the date of purchase. At the end of that period, you may no longer have access to the content or benefits.

Individual components of an education program are not redeemable, transferable, or interchangeable without our express written consent.

You are responsible for your telecommunication, internet and equipment costs necessary to access the purchased education programs.

You may access our education programs on more than one device however, we use IP address tracking software that tracks the IP address of every device that accesses our paid content and the associated email address. If we suspect you have shared your log-in details and, as a result of our investigation, we reasonably determine you are in breach of these terms, without limiting any other rights we may have, we reserve the right to restrict your access with no refund of any payments and may also prohibit you from future access to our programs. If this occurs, we will first contact you to discuss our concerns and provide you with an opportunity to respond.

We reserve the right to suspend, terminate or disable your access to any one or more of our education programs if we believe that you are in breach of any of these terms and conditions.

### **Support**

Up to three hours of telephone or email coaching support is included in the purchase of an education program to help ensure you have access to the program and enable you to get started. Coaching support is only for the purpose of helping you with access and understanding the education program and resources available and to answer your questions. Coaching support does not include career guidance, personal counselling, business planning, financial advice or similar. You must contact independent professional help in these areas if you determine that you need the extra assistance.

## **Group Mentoring modules**

Some OneLife education programs include group mentoring modules which are available during the 12 months from the date of purchase of your education program.

Mentoring modules are made available online. It is your responsibility to attend all mentoring sessions scheduled during your education program.

Mentoring involves guidance, encouragement and the sharing of prior experience. You have the opportunity to submit specific questions for discussion during mentoring sessions before the date of the scheduled session. We encourage you to actively participate in the group mentoring sessions in order to maximise the benefits of the education programs we provide to you.

Mentoring does not include financial advice. You should obtain independent professional advice suitable to you and your circumstances before making financial decisions.

You acknowledge that your results will depend on the level of your participation and the actions you actively undertake. You agree you are wholly responsible for your decision-making and understand that we cannot achieve specific results for you.

You agree not to make an electronic recording of any part of a mentoring session without the prior written consent of OneLife. This includes Artificial Intelligence (AI) recording or note-taking of our sessions. You are encouraged to write your own notes.

## **Individual Mentoring programs**

Individual mentoring programs will include both the opportunities for online group mentoring sessions as well as some limited opportunities for individual sessions with an experienced business and/or property mentor during a 12-month period.

Mentoring involves guidance, encouragement and the sharing of prior experience. You have the opportunity to submit specific questions for discussion during mentoring sessions before the date of the scheduled session. We encourage you to actively participate in all of the available mentoring sessions in order to maximise the benefits of the education programs you have purchased.

Mentoring does not include financial advice. You should obtain independent professional advice suitable to you and your circumstances before making financial decisions.

Individual mentoring meetings (either electronic or face to face at the discretion of the mentor) are generally scheduled one month in advance. Attending scheduled meetings is your responsibility. If you would like to change the date of your scheduled meeting, you will need to contact us to reschedule providing us at least 7 days prior notice, other than in the case of an emergency. Not being prepared for your mentoring session is not a case of emergency. Please note that whilst we will try to accommodate your request to reschedule, it cannot be guaranteed. No refunds or discounts are available simply if you cannot attend or reschedule any mentoring sessions.

OneLife makes every effort to ensure your Mentor remains the same throughout your mentoring program, but scheduling changes, illness or circumstances beyond the control of OneLife or the Mentor may require a change in your appointed meeting time, or the allocation of an alternate Mentor. Wherever possible, OneLife will provide reasonable notice of such a change.

You acknowledge that your results will depend on the level of your participation and the actions you actively undertake. Whilst the individual mentoring sessions are focussed on improving your unique circumstances,

we cannot be held responsible for any specific goals or outcomes. You remain wholly responsible for all the decisions you make with the information and education we provide to you.

You agree not to make an electronic recording of any part of a mentoring session without the prior consent of OneLife. This includes Artificial Intelligence (AI) recording or note-taking of our sessions. You are encouraged to write your own notes.

## **Optional face to face intensives**

Many OneLife education programs offer one-time attendance at an optional face to face intensive of the program to enhance your learning experience.

When purchasing an education program, you may be asked to nominate dates for your attendance at the optional face to face intensive within the 12 months of the purchase of your education program.

Please secure your attendance at a face to face intensive by contacting [support@onelife.com.au](mailto:support@onelife.com.au) at least 14 days prior to the date of the intensive. Spaces are limited, so we encourage you make a booking as early as possible.

Attending a scheduled face to face intensive is your responsibility. If you would like to change the date of your scheduled face to face intensive, we will require at least 14 days prior notice, other than in case of emergency. If an emergency arises, please contact us with your supporting documentation and we will discuss it further with you, including any possible options for rescheduling. Please note that whilst we will try to accommodate your request to reschedule, it cannot be guaranteed. No refunds or discounts are available simply if you cannot attend or reschedule any face-to-face intensives.

Face to face intensives may be made available at the Hunter Valley Retreat, OneLife head office on the Gold Coast or another venue. OneLife reserves the right to change the venue for a face to face intensive to one of similar quality, at its sole discretion. You may request a change in your scheduled date of attendance upon notice of a change in venue.

All flights, other travel, accommodation and meals necessary to attend a face-to-face intensive are not included in the purchase of an education program and remain your responsibility.

## **Hunter Valley Retreat**

If a face-to-face intensive is offered at the Hunter Valley Retreat, return transfer from Sydney airport, twin share accommodation and meals are included at no additional cost. Independent transfers and transfers from other locations are not included.

You may purchase accommodation for your non-participant children and carers to attend a face to face intensive at the Hunter Valley Retreat. Childcare facilities are not provided. Contact [support@onelife.com.au](mailto:support@onelife.com.au) to make a purchase.

## **Revisit**

If you have completed a OneLife education program and would like to revisit an optional face to face intensive of that program, you may purchase attendance at that face to face intensive at the price advertised by OneLife applicable to the date of your proposed revisit.

Revisits are only available to individuals who have completed the relevant education program that correlates with the applicable face to face intensive. Contact [support@onelife.com.au](mailto:support@onelife.com.au) to make a purchase for a proposed revisit.

## Optional RP Data Subscription

Some of our education programs require the use of third-party subscriptions, such as RP Data. RP Data is a subscription-based product that gives you access to historical property data collected by CoreLogic. This historical property data can be useful in researching potential property purchases and developments.

If relevant, your education program may include one subscription account for 12 months access to RP Data. Access to RP Data is purchased in 12-month subscriptions only. Once purchased, the purchase cannot be cancelled or refunded by us. Provided you comply with RP Data terms and conditions, you will continue to have access until the end of your subscription period.

As RP Data is a third-party provider, you acknowledge that by accessing your RP Data subscription, you will be bound by their own terms and conditions. You acknowledge and agree that it is your decision to agree to their terms and conditions and further understand you may need to change your password as directed by RP Data, for security purposes. You acknowledge and agree to keep any password you use for access to your RP Data account secure and not to divulge your password or grant access to your account to any other person.

Please note that whilst OneLife encourages you to research, conduct your due diligence and access the information available to you through RP Data, we cannot be held responsible nor guarantee any particular results, profits, revenues or return on investments as a result of you acting on the information you obtain. You understand that many factors may affect the outcome and you agree that you are wholly responsible all your own decisions and the impact this may have on your own unique circumstances.

You must seek independent professional advice before you make any major financial decisions.

RP Data allows you to download certain reports for your own personal use. Subscribers to RP Data are prohibited from copying of programs and/or data and/or downloading and/or distributing of data in bulk. Your access will be terminated in the event you are suspected of that behaviour.

You acknowledge that any wilful breach of these terms and conditions will result in immediate forfeiture of rights and privileges of access and termination of access to RP Data without any exceptions. In the event of a suspected breach, we will contact you setting out the reasons and giving you an opportunity to respond.

## Renewal of RP Data subscription

If the education program you have purchased from OneLife includes subscription access to RP Data, and you would like to renew your access to RP Data at the end of your first 12 months, you may purchase a further 12 month access via the website or by contacting [support@onelife.com.au](mailto:support@onelife.com.au), providing at least 60 days' notice before the renewal is due.

Renewal fees will be published on the website or supplied upon request and are subject to change upon each successive annual date of renewal. Renewal fees must be paid in full no later than 45 days prior to renewal. Failure to pay the RP Data renewal fee on time will result in termination of your access.

## Payments

You can make payment by credit card, debit card or direct bank transfer. Please contact [support@onelife.com.au](mailto:support@onelife.com.au) if you would like to pay by direct bank transfer. Due to the increase in cyber-crime activity, including impersonation emails, you must contact us by phone to confirm the bank account details before you make a direct bank transfer. We will not be held responsible for a transfer mistake if you have not verbally confirmed the details first.

We may offer fortnightly payment plans for the purchase of our education programs, with discounts for upfront payment. When you purchase an education program, you agree to pay the full amount of that program, whether paid up front or by instalments.

Fortnightly instalments will be debited from your account 14 days from the date of purchase.

You agree to pay any applicable surcharges incurred based on your method of payment, including dishonour fees if applicable (for example if you elect to pay by fortnightly instalments and a dishonour fee is charged to us for a failed attempted payment).

Please ensure you manage your payments to prevent any amount becoming overdue. Interest will be charged on any overdue payment, accruing daily from the date when payment becomes due, until the date of payment, at a rate of 8% per annum (compounding monthly). If your circumstances have changed and you are unable to meet your obligations, please contact us in writing setting out the reasons for your late payment and we will discuss further with you on a case-by-case basis.

In circumstances where you refuse to make payment when due or remain uncontactable, you agree to pay any costs and disbursements incurred by us in pursuing any outstanding debt, including legal costs on a solicitor and own client basis and collection agency costs. This action is taken as a last resort and is necessary for us to recover the costs of providing the education program to you.

## **Tax deduction**

You must seek independent advice from a professional accountant or other financial advisor about claiming any possible tax-deductible expenses for our program fees and other associated costs for undertaking our education programs.

## **Self Managed Superannuation Fund (SMSF) Payments**

You must seek your own independent advice about the possibility and suitability of using a SMSF fund for investment in any OneLife education program.

If you choose to purchase any OneLife education program through your SMSF and nominate your SMSF as the payee, we require a written letter from the fund trustee stating that payment is made in compliance with the law and your SMSF rules and nominating the price to be paid by the SMSF, and that the fund agrees to be bound by these terms and conditions. If you cannot provide us with this letter, we will permit you to purchase the OneLife education programs in your personal name only.

## **Refunds**

Refunds will be made in accordance with applicable consumer laws.

When you purchase our OneLife education programs, you receive your login and online access for 12 months from the date of purchase. Due to the digital nature of these education programs, you will have full access to all resources from the time of purchase. We are unable to offer a refund if you do not use the program, only partially use the program, or only choose to access it in limited circumstances. We do not offer a refund if you decide that the program is no longer suitable for you, so please choose your purchases carefully. Consider your purchase as similar to completing a university program remotely. You are responsible for the pace of your learning and participation and will be provided the opportunity to attend face to face intensives to support your self-paced learning. Your failure to participate is not our responsibility.

We are not required to provide a refund or replacement if -

- you change your mind or
- you only access part of the education program or
- you don't complete the education program or
- you do not attend group coaching sessions when they are available or
- you don't participate in elective modules of a program.

Please keep your proof of purchase—eg. your receipt or order number.

You can only choose a refund or exchange if a product has a major problem. This is when the product cannot be easily fixed and -

- has a problem (within our control) that would have stopped someone from buying the education program if they had known about it, or
- is significantly different from the sample or description.

If the problem is not major, it is our decision whether we provide you with a replacement or a refund.

## **To notify us of a fault**

Within 5 days of the date of purchase or the fault arising, please notify us of the fault together with the following information –

- date of purchase and receipt or order number
- education product purchased
- problem with the product

Where the faulty product was purchased as part of a package or multi-product order, we will only provide a replacement or refund of that product or if there is a major fault, and any refund will only cover the then advertised price of the faulty product, and not the whole package or order.

## **No unlawful or prohibited use**

As a condition of your purchase, you warrant that you will not use our education programs:

- for any purpose that is unlawful or prohibited by these terms and conditions;
- in a manner that could damage, disable, overburden, or impair our education programs or cause harm to our business; or
- in a manner that could interfere with any other party's use and enjoyment of our education programs or in a manner that is disrespectful to others.

You expressly agree not to:

- hack into areas of our education programs that are not intentionally made available to you;
- add malicious code to our education programs which may affect us or visitors to our education programs;
- use the website or education programs area as a lead generation tool for the benefit of your own business, or to manufacture lists or contacts in order to help your own business;
- engage in any internal or external spamming, or other similar actions;
- engage in any unlawful or immoral acts, or acts which are in violation of these terms and conditions;
- decompile, reverse engineer, or try to copy or imitate our education programs or underlying content.

## **Disclaimer**

Our education programs are provided for your education only. The information is not personalised to you and is general in nature only. You must use your own common sense and judgment when applying any information and always stay within your own risk appetite. Before relying on any information we provide, you must first assess the suitability of the information for your particular circumstances and obtain appropriate professional or independent advice relevant to your circumstances.

OneLife has made every effort to accurately represent the education program contents and the potential benefits to you. OneLife reserves the right to amend content and format to equivalent or better content and format appropriate to providing this education to you.

We make no express warranties or representations about the suitability, reliability, availability, timeliness or accuracy of anything contained in our education programs or content on our website for any purpose. To the maximum extent permitted by applicable law, anything contained in our education programs or on our website is provided "as is" without warranty or condition of any kind.

Any case studies, examples or testimonials are provided by way of example only and do not comprise any form of guarantee in regard to the effectiveness of any product or service offered. Your success in any endeavour will be directly related to your efforts.

Your use of our education programs and your application of any information we provide are completely at your own risk and we are not responsible for any direct or indirect loss, damage or issues you may suffer by using our education programs or any information contained in those education programs.

General financial information may be provided. This information is not financial advice and does not take into consideration your specific objectives, financial situation or needs. You should consider the appropriateness of the information to your own circumstances and seek independent legal, financial or accounting advice where appropriate.

If a court or regulator with the necessary authority finds that financial advice has been provided, it is provided by Financial Planning Works Pty Limited ACN 003 780 407. Australian Financial Services Licensee Number 247180.

You acknowledge that any investment or financial decision you make using the knowledge gained through our education programs, contains inherent elements of risk, including the risk of capital loss.

Due to this inherent risk, OneLife offers no guarantee that you will generate a profit, revenue, or any other earnings as a result of using the information taught to you in our education programs. Many external factors may impact on your financial outcomes and therefore you remain ultimately responsible for your decisions.

You may be invited to participate in some group discussion or other activity as part of our education programs. You are not required to participate. It remains your choice. When you choose to participate, you declare that you are responsible for your own physical and psychological health and have determined you are of suitable fitness to be involved.

OneLife offers a variety of education programs, intensives, mentoring, coaching, and other packages for purchase. We may offer one or more of these to you during the course of your current education program. You acknowledge and agree that you have the freedom to choose whether you would like to purchase additional packages and are not pressured into accepting any particular option. It is up to you to determine if any other option is suitable for you and your circumstances.

This disclaimer applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of our education programs.

## **Limitation of liability**

You warrant (promise) that you have reviewed the information available about the education program for its appropriateness to your circumstances and that the education program is what you want (fit for your purposes). You further warrant that you have the ability to pay for the education program, either by instalments or in full, and understand that you remain liable for the full cost of the program, whether you find the program useful, suitable to your circumstances or otherwise.



To the extent permitted by law, we exclude all conditions and warranties relating to your use of the education program that are not expressly set out in these terms and conditions or the description of the education program on our website.

If there is a fault in an education program, our liability is limited as described under the heading “Refunds”, above.

Subject to compliance with applicable consumer guarantees, in no circumstances will we be responsible for injury, loss or damage suffered by you or by any third party arising from or in relation to your use of an education program.

This limitation of liability applies to the fullest extent permitted by law and survives any termination or expiration of this agreement or your use of our education programs.

## **Indemnity**

Unless the claim was caused by or substantially contributed to by OneLife, or the claim was outside your control, you agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including court costs, collection costs, and reasonable legal fees to the extent permitted by law) related to:

- your unauthorised use of our education programs, or products or services included or advertised on our education programs; or
- your breach of your warranties about your content; or
- your breach of these terms and conditions.

This means that if you cause a claim, you will be responsible for paying the costs we incur to have to defend against that claim.

## **Forum or Social media content**

You may gain access to a closed social media group as part of your purchase of an education program. We encourage you to read the group rules and oblige by them. Content in our forums or other social media platforms may include contributions by third parties. The person contributing that content is responsible for what they have provided.

If you have any concerns about that content, you may contact the author directly. Views and opinions of third parties are not necessarily shared by us. Whilst all care is taken in moderating our online forums or social media platforms, we may delete or remove content that we determine is unsuitable for public display.

## **Privacy and confidentiality**

We respect your privacy and will not share your personal information without your consent, or otherwise in accordance with the terms of our Privacy Policy.

Where confidential information is disclosed to you by OneLife or another participant in an education program, it is done so for your personal benefit or learning and you agree not to disclose that confidential information to any other person or entity. Unauthorised sharing of any confidential information is a breach of these terms and conditions and you may be liable for damages.

You acknowledge that if you share any of your personal or confidential information in a group setting or through the education program, it is done so at your own risk.

When you choose to participate in the face to face intensives or mentoring sessions, you automatically consent to OneLife recording and using your images, likeness, or recording in any manner we choose,

without reference or remuneration to you. If you have any concerns about your personal information, or would prefer to opt out, please contact us and put your request in writing.

## **Intellectual property**

We own, or have permission to use, the intellectual property rights in the content of our education programs. You acknowledge that the intellectual property rights in the materials presented or provided to you as part of the education program remain the property of OneLife or the relevant presenter. The materials are provided for your own use and are not to be shared, disseminated, copied or displayed in a public forum. Except as otherwise expressly granted to you in writing, we do not grant you any other express or implied right or license to use our education program or website content or our intellectual property.

You are in breach of these terms and conditions if you infringe our intellectual property rights.

## **Your Content**

As a condition of use of our website and any social, public or member forum areas managed or controlled by us, you warrant:

- you own (or have the provable right to use) all content or material you post for the purpose you are posting it for, including video, images and text (called 'your content'); and
- posting your content will not infringe on the intellectual property rights, including copyright, of any third party.

This is an important clause to protect us from copyright infringement claims and you acknowledge we are relying on your warranty.

All discussion boards or similar forums and contributions made during the course of our education programs remain our intellectual property and we have the right to sell these assets at our discretion. You agree that this may include discussions or contributions by you and other participants.

## **Applicable law**

This agreement is governed by the laws of Queensland, Australia. You agree to be subject to the jurisdiction and venue of courts or tribunals in Southport, Queensland if there was a serious dispute between us, without reference to conflict of laws provisions.

You may provide notice to us by email at [support@onelife.com.au](mailto:support@onelife.com.au). We may provide notice to you via email or other electronic means.

Use of our education programs is not authorised in any jurisdiction that does not give effect to all provisions of these terms of use, including without limitation this paragraph. If you are resident in a jurisdiction where the use of our education programs is unauthorised, it is your responsibility to stop using our education programs.

End.