

Education Program Terms and Conditions

[Last updated 2 July 2020]

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 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 third party payment platforms Infusionsoft and eWay to process payments. We do not directly receive or store your credit card or other financial information unless you make a purchase with us over the phone.

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 all use the young person makes of 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 due associated with 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 who provides their payment details at the time of purchase will be treated as the principal.

Access to purchased education programs

Purchasing an education program gives you 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 consent.

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

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.

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 are able to get started. Coaching support is only for the purpose of helping you with access and understanding the education program and resources available and answering your questions. Coaching support does not include career guidance, personal counselling, business planning, financial advice or similar.

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 turn up for 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.

Mentoring does not include financial advice. You should obtain independent advice before making financial decisions.

You acknowledge that your results will depend on the level of your participation and the actions you take.

You agree not to make an electronic recording of any part of a mentoring session without the prior consent of OneLife.

Individual Mentoring programs

Individual mentoring programs will include limited opportunities for individual sessions with an experienced business and/or property mentor during a 12 month period, together with opportunities to attend online group mentoring sessions.

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.

Mentoring does not include financial advice. You should obtain independent advice 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 provide 7 days prior notice, other than in the case of an emergency. Not being prepared is not a case of emergency.

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 take.

You agree not to make an electronic recording of any part of a mentoring session without the prior consent of OneLife.

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 your education program.

Please secure your attendance at a face to face intensive by contacting support@onelife.com.au not less than 14 days prior to the date of the intensive. Spaces are limited, so the earlier you book the less chance of being disappointed.

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 14 days prior notice, other than in case of emergency.

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.

The costs of 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 non-participant children and carers to attend a face to face intensive at the Hunter Valley Retreat. Child care facilities are not provided. Contact 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 education program that the face to face intensive relates to. Contact support@onelife.com.au to make a purchase.

Optional RP Data Subscription

Some education programs offered by OneLife include exercises that may be completed more easily with access to information available through RP Data. RP Data is a subscription-based product that gives you access to historical property data collected by CoreLogic.

Your education program may include one account for 12 months access to RP Data.

You acknowledge that by accessing RP Data you will be bound by their terms and conditions and agree for security purposes to change your password as directed by RP Data. You acknowledge and agree to keep any password supplied for access to RP Data secret, and not to divulge your password to any person.

OneLife does not guarantee any results or returns on investments made as the result of any actions taken, based on access to information obtained via RP Data.

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 breach of these terms and conditions will result in immediate forfeiture of rights and privileges of access and termination of access to RP Data; nil exceptions.

Renewal of RP Data subscription

If your education program included access to RP Data, and you wish to renew your access to RP Data at the end of 12 months, you may purchase a further 12 month access via the website or by contacting support@onelife.com.au at least 60 days before 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 no later than 45 days prior to renewal. Failure to pay the RP Data renewal fee on time will result in termination of access.

Payments

You can make payment by credit card, debit card or direct bank transfer. Please contact support@onelife.com.au if you would like to pay by direct bank transfer.

Partnership payments are invoiced separately. What this means is that payments will show up as separate debits on your bank account statement. You may wish to discuss with your accountant who is best to nominate as the principal or partner.

We offer fortnightly payment plans for the purchase of our education programs, with discounts for up front 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 start being debited from your account 2 weeks from the date of purchase.

You agree to pay any applicable surcharges we incur 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).

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).

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.

Tax deduction

You understand that the cost of an education program may or may not be fully or partially tax deductible depending upon your individual circumstances. You must seek your own independent advice about any possible tax deduction.

SMSF Payments

You must seek your own independent advice about the possibility of using a SMSF fund for investment in a OneLife education program. If you nominate your SMSF as payee, we require a letter from the trustee stating that payment is in compliance with the law and fund rules, and nominating the price to be paid by the SMSF, and that the fund agrees to be bound by these terms and conditions.

Refunds

Refunds will be made in accordance with applicable consumer laws.

Due to the digital nature and immediate (after issue of your log-in information) access to our products, we do not offer refunds for education programs. You will retain access to the education program content for a period of 12 months from the date of purchase.

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 don't show up for group coaching sessions when they are available or
- you don't participate in elective modules of a program.

Please keep your proof of purchase—e.g. 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, 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 of our education programs, 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 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 assess the suitability of the information for your particular circumstances and obtain appropriate professional or independent advice relevant to your circumstances.

Every effort has been made to accurately represent the potential and contents of each education program 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 as with any business endeavour there is an inherent risk of loss of capital and there is no guarantee that you will earn any money as a result of your participation in any education program.

You may be invited to participate in some group discussion or other activity as part of an education program. You are not required to participate. By participating, you declare that you are responsible for your own physical and psychological health and believe you are fit to be involved.

Further education for sale - You understand that additional products or services with different or more detailed information may be offered during an education program. You are free to choose whether you want more information and to make the decision to purchase.

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).

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 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

You agree to indemnify and defend us from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable legal fees) 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.

Forum or Social media content

You may gain access to a closed social media group as part of your purchase of an education program. Content in our forums or other social media platforms may be contributed by third parties. The person contributing that content is responsible for what they have provided. If you have any concerns about that content, you should contact the author directly. Views and opinions of third parties are not necessarily shared by us. We may at our discretion moderate our forums or social media platforms, however we are not obliged to do so.

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 outside your participation in any part of that education program.

You acknowledge that any confidential information shared by you is done so at your own risk.

You acknowledge that OneLife may record face to face intensives or mentoring sessions and irrevocably authorise OneLife to use any image, likeness or recording in any manner we chose without reference or payment to you.

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.

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.

You agree we own from creation all discussion boards or similar forums and have the right to sell these assets which 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. We may provide notice to you via email or other electronic means.

Use of our education programs is not authorized 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 unauthorized, it is your responsibility to stop using our education programs.

End.