

## **GROUP PROGRAM TERMS OF SERVICE**

By enrolling in the “Incubator” Program from The Life Mastery Foundation and Sally Gray of Supateam Enterprises Pty Ltd, you and the Company agree to the following legal terms and conditions, without modification, and you acknowledge reading them.

Your access to the Program may be revoked, without liability on Company’s part, for failure to abide by these Terms of Service or for failure to make timely and full payments to the Company for your enrollment in the Program.

### **THE PROGRAM**

Your enrollment in the Program includes: course content, written content, recorded video and audio content, live and pre-recorded calls, access to all live held Monday to Friday (normal working days from January 15 to December 15 each year unless otherwise stated, and discussions in Program related forums.

### **PROGRAM TERM**

Your access to the Program will begin on the first day the Company receives your payment for the Program (“Program Start Date”) and will end 12 months from that date.

After the Program End Date, you will continue to have access to the learning portal including all content except for the live sessions with Dr Sally Gray.

### **PROGRAM FEE**

You agree to pay the Program Fee of \$4997 USD (“Program Fee”) in full at the time of enrollment. The full amount of the Program Fee is due to the Company even if you choose not to or are unable to complete the Program.

### **FAILURE TO MAKE TIMELY PAYMENTS**

If any payment is insufficient or declined for any reason, Company may remove you from the Program without liability or refund. Your removal from the Program due to your failure to pay the requisite Program fee does not excuse you from your obligation to pay the amounts owed in full.

### **REFUND POLICY**

You understand and agree that there is a strict no-refund policy for this Program. Requests for cancellations and/or refunds will not be honored by the Company. You agree to make timely and full payments to the Company for the Program even if you choose not to or are unable to complete the Program. You authorize Company to automatically charge the credit card on file for any and all Program fees owed and you agree to keep this information current and up-to-date with the Company.

### **ACCOUNT CREATION AND ACCESS**

In order to use the Program, you may be required to provide information about yourself including your name, email address, username and password and other personal information. You agree that any registration information you provide will always be accurate, correct and up to date.

The Program may only be accessed by you - the customer on record with the Company. You agree that the Program, including any usernames or passwords, may only be used by you as

permitted herein and may not be sold or distributed without the Company's express written consent.

### **OUR INTELLECTUAL PROPERTY**

You agree that the Program contains proprietary information that is owned by the Company and is protected by copyright, trademark and other applicable intellectual property laws. You will not use the Program in a manner that constitutes an infringement of the Company's rights or that has not been authorized by the Company. The use of the Company's Program, except as permitted herein, is strictly prohibited and infringes on the intellectual property rights of the Company and may subject you to civil and criminal penalties, including possible monetary damages, for infringement on the Company's intellectual property rights.

Company grants you a limited, personal, non-exclusive, non-transferable license to access the Program for your own personal and non-commercial use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, sell, distribute, duplicate, lease, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Program in any manner or medium (including by email or other electronic means). You shall not remove any copyright notice, trademark, or author designation from any part of the Program.

### **FEEDBACK**

You agree that the Company has the right to use your feedback whether in the form of emails, surveys, comments, discussions in Program related forums, coaching calls, or otherwise, for the purposes of marketing or promoting the Program.

### **PARTICIPANT'S CONDUCT**

You agree to conduct yourself in a dignified and professional manner and will not engage in any activity that is detrimental to the health, safety and welfare of other Program participants. You acknowledge and agree that the Company reserves the right to remove you from the Program, without reimbursement or liability, if Company, in its sole discretion, determines that your behavior creates a disruption or hinders the Program or the enjoyment of the Program by other participants.

### **LIVE EVENTS**

Any and all costs associated with attending any live event(s) associated with the Program (including without limitation, travel to and from the event(s), such as airfare, transport to/from the airport, additional meals, etc.) are the Participant's sole responsibility and are not included as part of the Program Fee.

Participant assumes all risk and/or liability that may arise or be incurred with attending and participating in the live event(s). It is recommended that Participant secure his/her own insurance (for example, health and travel) to cover losses caused by Participant's own negligence or the negligence of others in connection with the live event(s).

### **RELEASE**

You agree that the Company may use any images, audio recordings or video recordings of you obtained while enrolled in the Program. You waive any right to payment, royalties or any other consideration for the use of such images, audio recordings or video recordings. You waive the right to inspect or approve the finished product, including written or electronic copy, wherein your likeness appears. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which you, your heirs, representatives, your estates have or may have by reason of this authorization.

## **NO CONFIDENTIALITY**

You understand that given the group format of this Program, information provided or shared with the Company or other participants, whether in the form of comments, discussions in Program related forums, coaching calls, live events, webcasts, or otherwise are not confidential.

## **LAWFUL PURPOSES**

To access or use the Program, you must be at least eighteen (18) years old and have the requisite power and authority to enter into these Terms of Service. You may use the Program for lawful and legitimate purposes only. You agree to be financially responsible for all purchases made by you. You shall not post or transmit through the Program any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

## **REFUSAL OF SERVICE**

We reserve the right to refuse Program access to any person or entity, without the obligation to assign reason for doing so. We may at any time change or discontinue any aspect or feature of the Program, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

We reserve the right to immediately remove you from the Program without refund if you violate these Terms of Service.

## **ERRORS, INACCURACIES, AND OMISSIONS**

Information provided about or in the Program is subject to change. Company makes no representation or warranty that the information provided, regardless of its source, is accurate, complete, reliable, current or error-free. Company disclaims all liability for any inaccuracy, error or incompleteness in the Program.

## **RELATIONSHIP OF THE PARTIES**

You agree that Company is acting as an independent contractor and that no partnership or joint venture is created between us.

## **DISCLAIMER**

The Company gives no warranties with respect to any aspect of the Program or any materials related thereto or offered in connection with the Program and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. By purchasing the Program, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your future earnings, business profit, marketing performance, audience growth, health or results of any kind. The Company does not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing in our Program is a promise or guarantee to you of such results.

The contents of the Program are for informational purposes only and do not constitute medical advice; they are not intended to be a substitute for professional medical advice, mental health advice, diagnosis, or treatment. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have learned in the Program.

### **THIRD PARTY RESOURCES**

The Program may contain links or referrals to third party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content or policies of third party websites or resources. Links or referrals to such websites or resources do not imply any endorsement by or affiliation with the Company. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

### **LIMITATION OF LIABILITY**

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE TRANSACTIONS IT CONTEMPLATES (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) AND IRRESPECTIVE OF WHETHER THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE. IN NO EVENT WILL THE COMPANY'S LIABILITY EXCEED THE PRICE YOU ACTUALLY PAID TO THE COMPANY FOR THE PROGRAM.

### **INDEMNIFICATION**

You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Program. You shall provide us with such assistance, without charge, as we may request in connection with any such defense, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defense without our prior written consent.

### **GOVERNING LAW; VENUE**

The Terms of Service shall be governed by the laws of the State of Western Australia and any disputes arising from it must be handled exclusively in the County of Australia.

### **RECOVERY OF LITIGATION EXPENSES**

If any legal action or other proceeding is brought for the enforcement of the Terms of Service, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of the Terms of Service, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

### **ENTIRE AGREEMENT; WAIVER**

The Terms of Service constitutes the entire agreement between you and the Company pertaining to the Program and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of the Terms of Service by Company shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Company.

### **CHANGED TERMS**

We reserve the right to update our Terms of Service at any time. Such amendments are effective immediately by us posting the new Terms of Service on this Program website at

[www.drsallygray.com](http://www.drsallygray.com) and/or [www.thelifemasteryfoundation.com](http://www.thelifemasteryfoundation.com). Any use of the Program by you after an amendment is made means you accept these amendments.

### **EFFECT OF HEADINGS**

The subject headings of the paragraphs of the Terms of Service are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

### **SEVERABILITY**

If any term, provision, covenant, or condition of the Terms of Service is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Terms of Service shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### **ASSIGNMENT**

Nothing in these Terms of Service, express or implied, will confer upon any person or entity not a party to these Terms of Service, or the legal representatives of such person or entity, any rights, remedies, obligations, or liabilities of any nature or kind whatsoever under or by reason of these Terms of Service, except as expressly provided herein.

### **OUR PRIVACY POLICY**

Please review our Privacy Policy located at [www.drsallygray.com](http://www.drsallygray.com) and [www.thelifemasteryfoundation.com](http://www.thelifemasteryfoundation.com)