

## **TIME:REDEFINED AUDIO COURSE TERMS AND CONDITIONS**

### **Background**

Janelle Wehsack is a career, life and self-trust coach, supporting professional women to improve their lives and careers via her signature coaching framework that combines clarity, confidence and consistent action.

Janelle Wehsack Coaching is a registered business name and forms part of DISTANT FRANCOPHILE ENTERPRISES PTY LTD, ACN 651 745 014 ("Company")

By clicking "Buy Now," "Purchase," "Pay & Confirm" or any other phrase on the purchase button, entering your credit card information, or otherwise enrolling, electronically, verbally, or otherwise, you ("Client") agree to be provided with products, programs, courses, or services by Janelle Wehsack ("Coach"), acting on behalf of DISTANT FRANCOPHILE ENTERPRISES PTY LTD, ACN 651 745 014 ("Company"), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions.

You are deemed to have accepted the terms in this Agreement upon paying fee for the Time:Redefined audio course.

### **Terms and Conditions**

#### **1. The Course:**

Janelle Wehsack Coaching currently offers the following pre-recorded audio course ("Course" ):

##### 1.1 Time:Redefined Course - Evergreen

This mini Course is for clients wanting to learn how to manage their time and energy.

##### Inclusions

- Access to 15+ short, sharp audio files in Teachery
- Access to 8+ downloadable resources

##### Term

You understand and agree:

1.2 This agreement will begin upon the payment of the Course fees.

1.3 It will apply for the duration of the relevant Course

1.4 Coach reserves the right to substitute services equal to or comparable to the Course for Client if reasonably required by the prevailing circumstances.

## **2. Fees and Payment:**

- 2.1 All Course fees are as advertised on the sales page.
- 2.2 All payments must be completed online via Stripe or bank transactions.
- 2.3 Janelle Wehsack Coaching reserves the right to vary fees at any time.

## **3. Refund Policy:**

You understand and agree:

3.1 There is a 7-day satisfaction guarantee associated with this product. You must access the product within 7 days of purchase. If this product does not meet your needs, you must contact [janelle@janellewehsack.com](mailto:janelle@janellewehsack.com) within 7-days of your purchase being finalised to request a refund. Refunds requested beyond 7 days of purchase are only granted in very limited circumstances and at the sole discretion of the coach, Janelle Wehsack.

## **4. Content Release and Availability:**

- 4.1 The Course is delivered via the Teachery learning platform.
- 4.2 The Client is responsible for ensuring the details you provide are correct and current.
- 4.3 The Client will have ongoing access to the 'current version' of Time:Redefined. If the Course ever needs to be removed from the Teachery learning platform, the Client will be given the option to download the course material.

## **5. Warranty for the Services:**

The Coach will provide the Client with the inclusions contained in the Course you selected. The Coach makes no warranty that the Course will meet the Client's requirements or that all clients will achieve the same results.

## **6. Intellectual Property and Copyright:**

6.1 In respect of the content specifically created for the Course, the Coach maintains all of the copyright, other intellectual property rights and any other data or material used or subsisting in the Material whether finished or unfinished. Client receives one license for personal use of any content provided by the Coach. Nothing in this Agreement shall transfer ownership of or rights to any intellectual property of the Coach to the Client, nor grant any right or license other than those stated in this Agreement.

## **7. Disclaimer:**

You understand and agree:

7.1 By participating in the Course, Client acknowledges that the Coach is not a medical doctor, psychologist, therapist, attorney, or financial advisor, and her services do not replace the care of other professionals. The information in this Course is in no way to be construed or substituted as psychological counselling or any other type of therapy or professional advice.

7.2 The Coach may provide the Client with information relating to products that the Coach believes might benefit the Client, but such information is not to be taken as an endorsement or recommendation. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or coaching provided.

7.3 The Coach may provide Client with third-party recommendations for such services as marketing, photography, business, health, or other related services. Client agrees that these are only recommendations and the Coach will not be held liable for the services provided by any third-party to the Client. The Coach is not responsible for any adverse affects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

7.4 Any testimonials, earnings, or examples shown through Coach's website are only examples of what may be possible for Client. There can be no assurance as to any particular outcome based on the use of Coach's programs, courses, and/or services. Client acknowledges that Coach has not and does not make any representations as to a future outcome of any kind that may be derived as a result of use of Coach's website, programs, courses, products or services.

## **8. Limitations of Liability:**

8.1 By using DISTANT FRANCOPHILE ENTERPRISES PTY LTD services and purchasing this Course, Client accepts any and all risks, foreseeable or non-foreseeable, arising from such transaction. Client agrees that Coach will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of the Course. Client agrees that use of this Course is at the user's own risk.

## **9. Dispute Resolution:**

You understand and agree:

9.1 You will contact Janelle Wehsack immediately with any concerns for quick and effective resolution through friendly consultation.

9.2 In the event of a dispute, you agree to the following Dispute Resolution Procedure:

- a. You must advise Janelle Wehsack in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.
- b. You agree to meet with a key representative of Janelle Wehsack via Zoom in good faith to seek to resolve the dispute by Agreement and compromise.
- c. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute for resolution to the Victorian Small Business Commission.
- d. Both parties must attend the dispute resolution activities provided by the Victorian Small Business Commission in good faith to seek to resolve the dispute.

9.3 Litigation via the court process may only be considered after a genuine attempt at

mediation sought by either Party is unsuccessful.

9.4 Confidentiality is paramount to both parties' personal and professional reputations and standing in their business and community.

9.5 At no time will any communications or discussions be made public, including but not limited to any social media platforms or websites of either Party.

9.6. Any public discussion or comments about either Party will be considered defamatory, harmful or otherwise damaging. They will be the subject of compensation in any mediation or litigation claim.

## **10. Mailing List**

By enrolling in the Course the Client will be added to the Janelle Wehsack Coaching Mailing List (the 'Mailing List'), and the Client agrees to receive promotional material, updates and other content from Janelle Wehsack Coaching.

## **11. Governing Law**

You understand and agree:

11.1 The Terms and Conditions of this Agreement are governed and construed under the laws of Victoria, Australia.

11.2 Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia.

By proceeding with your payment, you accept the Terms and Conditions contained in this Agreement.

Thank you.

Janelle Wehsack

Distant Francophile Enterprises Pty Ltd