

GROUP PROGRAM TERMS OF USE

I. INTRODUCTION

RESET REINVENT REIGNITE ("Program") is offered by Mindset Transformations Limited ("Company"). Program consists of the services, products, materials, content, courses, coaching, meetings, communication, and any other items Company is providing you, specific to your purchase, as a result of your purchase. By purchasing Program, you as the purchaser of Program and participant in Program are agreeing to the following Terms of Use, which constitute a legally binding agreement between you and Company.

II. AGE AND ACCESS

You agree that you are 18 years of age or older. You acknowledge and understand that any information such as, but not limited to, usernames and passwords, that grant you access to Program, are unique to you. Sharing your Program log-in information will result in automatic termination from Program.

III. TERM

Program begins on the day you make your first or full payment and concludes 8 weeks later ("Term").

IV. PROGRAM AND PROGRAM DELIVERY

Program consists of 8 weeks of coaching support and hypnotherapy designed to help you or other Program participants understand the root cause of, and overcome overwhelm, exhaustion, stress and burn out. During the Term, Company will provide access to the online learning platform, with coaching videos, work books, re programming hypnosis audios, guided RTT hypnosis sessions, regular emails, bi-weekly group live meetings of 30-60 minute duration per meeting.

Company will also provide you access to digital materials for your personal use ("Program materials"). These materials will be accessed inside the online learning platform at the start of the Program.

If Company needs to change the date or time of a bi-weekly Live meeting, Company will let you and other Program participants know as soon as possible.

During the Term, Company will be available to you via the chat function in the online learning platform Monday to Friday 9am to 6pm NZT and will respond to your questions during that period of availability as soon as possible, and within 24 hours. Barring Company's inability to

respond to you within that time period, in which case Company will make every effort to inform you why Company is unable to respond within 24 hours.

V. YOUR DUTIES AND RESPONSIBILITIES

1. You agree that your successful participation in Program requires that you engage in all the video content, work book exercises, guided RTT session, and daily rewiring hypnosis recording, and attend or watch a replay of the live weekly coaching session.
2. You agree to communicate with Company honestly and promptly where necessary.
3. You agree to engage in the Program to the fullest extent possible.
4. You understand and agree that your degree of success in Program is dependent on your commitment and consistency.
5. You agree that you are solely responsible for implementing any techniques or changes recommended by Company.
6. You agree to act respectfully towards Company and other Program participants. You agree not to make any harassing, derogatory or demeaning comments to Company or about Company or Program participants in any Program forums, including Company's webpage and all Company social media platforms.
7. You agree and understand that Program participants may share personal, sensitive, confidential information in various Program forums, including, not limited to the Live meetings and chat forums. You agree to be respectful of all information disclosed by Program participants and agree not to share this information to anyone outside of Program, at any time, for any reason.

Please be aware that if you have active suicidal intent, homicidal intent or a diagnosis of unstable mental health, these services are not recommended for you. Referrals are available for doctors or licensed mental health professionals. The information and techniques presented in these sessions are not intended to be a substitute for informed medical advice or care. You should not use this information to diagnose or treat any health problems or illnesses without consulting your medical specialist or family doctor. You agree to be mindful of his/her own well-being during the course and to seek medical treatment (including, but not limited to psychotherapy), if needed or if any health concerns arise. Company does not provide medical, therapy, or psychotherapy services.

VI. FEES

The total fee for Program is \$847 if paid in full. If you are paying in installments, you will pay 2 payments of \$450.

VII. PAYMENT TERMS

You will pay for Program via Stripe. Payment is processed by third party payment processors governed by their own Terms of Use, and your personal information is processed in accordance with our Company Privacy Policy.

Payment in Full

If you elect to pay for Program in full, you understand and agree you will not be enrolled in Program, nor have access to any Program materials, until Company has received your payment in full.

Automatic Installment Payments

You will pay Company a first payment of \$450 prior to the start of Program. Subsequently, you will automatically be charged monthly by Company the next 30 days during the Term, through your chosen payment method. The charge for Program will show up as Mindset Transformations RRR Program. The period between each payment is the “Installment Period.” You agree not to cancel your credit card used for payment of Program or change any information associated with the credit card used for payment of Program without first notifying Company and providing acceptable replacement method of payment.

If you elect to pay for Program in automatic installment payments and your payment method is declined in any way, Company or Company’s payment processor will notify you and you have 3 days to satisfy the amount owed on the delinquent installment payment. After 3 days, if you have still not paid the amount owed, Company reserves the right to assess late fees at a rate of 3% per day on the outstanding amount due. If after 10 days you still have not paid your outstanding balance due, Company will terminate your access to Program and all Program materials. If your access is terminated, you are still liable to Company for all outstanding balances for the entirety of Term. Company reserves the right to pursue any outstanding balances owed to the fullest extent of the law, including, but not limited to, authorizing a debt collection agency to collect amounts owed on Company’s behalf.

VIII. REFUND POLICY

If you have paid in full

If you are not satisfied with your purchase of Program after Program has commenced, you must notify Company in writing at info@mindsettransformations.com as soon as possible. If you have paid in full, Company will refund the amount you paid, less processing fees from Stripe, in your original form of payment. Your access to the Program and any Program materials will terminate as soon as Company has agreed to your cancellation submission received by email. Company reserves the right to track your progress through course materials on the online learning

platform to ascertain if indeed you participated in the program and processes fully. If it is evident you did not participate fully in the program, Company reserves the right to refuse the refund application.

Program is non-refundable after 30 days.

If you pay in installments

If you are not satisfied with your purchase of Program after Program has commenced, you must notify Company in writing as soon as possible at info@mindsettransformations.com. Your access to the Program and any Program materials will terminate as soon as Company has agreed to your cancellation submission received by email. Company reserves the right to track your progress through course materials on the online learning platform to ascertain if indeed you participated in the program and processes fully. If it is evident you did not participate fully in the program, Company reserves the right to refuse the refund application.

Program is non-refundable after 30 days.

IX. CHARGEBACKS

You agree that you shall not initiate any chargebacks via your payment provider. Any payments that are not refundable as outlined in these Terms and Conditions are final and may not be charged back. You are responsible for any fees associated with recouping payment and any associated collection fees.

X. RELATIONSHIP OF PARTIES

You agree that your participation in Program does not create a partnership, joint venture, agency or employment relationship with Company.

XI. INTELLECTUAL PROPERTY

You agree that any Program materials and all content provided to you by Company is provided for your personal, informational, non-commercial use only. Content is owned by Company and protected by all applicable copyright and trademark laws. Any content, collectively hereafter "Content," includes all:

1. Company website and social media content, including design, marks, photographs, client-only features, graphics, text, videos and all other media and source code
2. All digital downloads or other materials, digital or non-digital (materials include but are not limited to, text, photos, graphics, video) created by Company
3. Any other form of Company-created information available to you immediately prior to Program and during Program.

Company grants you a limited, revocable, non-transferable license to access Content and print and download Content where expressly allowed by Company, for your personal, non-commercial use.

You are not permitted to duplicate, reproduce, sublicense, share, reassemble, upload, change, post, transmit, transfer, distribute, sell, license, display, republish, create derivative works of or alter Content in any way.

XII. CONFIDENTIALITY/NON-DISCLOSURE

During the Term of Program confidential information may be exchanged. You agree to hold this information in the strictest confidence and safeguard it from disclosure and misuse to the fullest extent possible. Confidential information includes (i) all information disclosed between you and Company reasonably considered to be confidential and proprietary, and all information disclosed between you and other Program participants, reasonably considered to be confidential and proprietary regardless of whether Company has labeled the information as confidential, given the circumstances surrounding the disclosure of the information and (ii) all information labeled or indicated to be confidential by one party to the other party to be confidential, provided that the information was not public at the time of disclosure, (collectively, "Confidential Information").

You agree not to make use of any Confidential Information unless and until you or Company is required to disclose pursuant to a governmental order. If you or Company is required by law to disclose Confidential Information, the party required to disclose the Confidential Information must provide written notice to the other party of the disclosure as soon as is reasonably possible.

You agree that should you breach this Agreement by disclosing Confidential Information outside of the specific circumstances expressly outlined in this Agreement, or should Company learn of your intent to breach this Agreement by disclosing Confidential Information, Company is entitled to injunctive relief against you to prohibit said disclosure and limit and protect Company from any harm due to the disclosure.

XIII. PROGRAM AND WEBSITE INTERRUPTIONS

Company cannot guarantee that our website, and the Program materials available on and through Company's website, will be available at all times. Company may experience technical problems, or Company's website may be temporarily down for maintenance purposes, that may result in your inability to use Company's website. You agree that we are not liable or responsible for any damages stemming from your inability to access our website.

XIV. TESTIMONIAL RELEASE

You agree that Company may use a testimonial about Program provided by you for any purpose, even commercial. You agree that your testimonial may be used in Company's website, marketing materials, social media platforms or any other platform owned by Company you're your written request, Company will anonymize your testimonial by excluding your personal information.

XV. DISCLAIMER

Program is not business, financial, legal, medical, health or other professional advice. You agree that your participation in Program is not a substitute for consultation with and/or treatment by an appropriate professional. All information offered through Program, Program materials, and Content is for informational purposes only and should be used at your own risk.

Program, Program materials, and Content are not business, financial, or legal advice, and should not be construed or relied on as such. The information provided in Program, Program materials, and Content is intended only for informational purposes. It is not a substitute for consultation with a relevant professional. You are advised to consult with a relevant professional if you have any questions. By purchasing Program and/or using Program materials and Content, you acknowledge and agree you are solely responsible for your results.

You understand and agree that Company does not make any representations or guarantees as to any possible income, business growth, sales, additional clients, or any other earnings or growth benefits that may be derived directly or indirectly from your participation in Program. You agree that Company is not liable for the results of any decisions you make as a result of your participation in Program or from the Program materials and/ or Content provided by Company.

You agree each individual is different, and Company cannot and does not guarantee any recommended product, service, or other recommended by Company to you during the Term will also work for you. You understand and agree that any testimonials, examples, or other results presented by Company on Company's webpage, marketing materials, social media platforms, Program, Program materials, Content, or any other forum, are the experiences of one participant. You understand and agree Company does not represent or guarantee in any way that you will achieve the same or similar results.

You understand and agree that hypnotherapists and hypnotists are not issued licenses by any state governmental agency to engage in their professional services. Hypnosis is designed to act as an adjunct or compliment to traditional therapies, or in effect, as part of a holistic approach to self-improvement and good health. As hypnotherapists and hypnotists are not licensed physicians, services to be provided do not include the practice of medicine or psychological counselling or treatment and are not a replacement as such.

Medical Disclaimer

Information given by Company in Program, whether through Program materials, Content, during live calls, or at any other time during Program, is not medical advice. It is not intended to diagnose, treat or prevent disease. Any information provided by Company is not intended to be a substitute for medical advice, and Company encourages you to use any information provided by Company only in consultation with a medical professional. Any supplements, treatment plans, services, nutrition suggestions or lifestyle changes, or any other information recommended by Company is not medical advice, should not be considered medical advice, and is not a substitute for consultation with an appropriate medical professional.

Company makes no representations as to any physical, emotional, or mental health benefits that may be derived from your participation in Program. We are not responsible or liable for any of your health decisions directly or indirectly related to the information provided in Program, nor are we responsible for any damages from the use or misuse of information provided in Program. You are solely responsible for any decisions you make from the information provided in our Program.

You agree each individual is different, and Company cannot and does not guarantee any recommended product, service, or other recommended by Company to you during the Term will also work for you. You understand and agree that any testimonials, examples, or other results presented by Company on Company's webpage, marketing materials, social media platforms, or any other forum are the experiences of one Program participant. You understand and agree Company does not represent or guarantee in any way that you will achieve the same or similar results.

XVI. WARRANTY

Except as where otherwise indicated herein, Program and Content provided by Company are "as is." Company makes no representations or warranties of any kind, express or implied, as to the Program, Program materials or Content. You understand and agree that all individuals are different, and Company makes no guarantees or warranties regarding any results you may or may not experience from participation in Program and/or the use of Program materials and Content provided. Company disclaims all warranties to the fullest extent permitted by law.

XVII. NO TRANSFER OR ASSIGNMENT

You cannot transfer your position as a participant in Program without prior written approval from Company. If you are purchasing Program for someone else, you must contact Company at info@mindsettransformations.com as the person you are purchasing Program for must agree to these Terms of Use before beginning the Program and/or receiving any Program materials.

XVIII. MODIFICATION

You agree that Company may modify these Terms of Use at any time. If Company modifies these Terms of Use, Company will notify you of these modifications in writing as soon as is reasonably possible.

XIX. TERMINATION AND CANCELLATION

Company Cancellation of Your Access to Program Due to Breach

Company endeavors to provide you with a positive experience through Program. However, by purchasing Program, you agree that Company, at its sole discretion, may terminate your participation in Program and access to any and all Program materials without refund of any money paid by you if you:

1. Fail to pay amount due even after Company's assessment of late fees
2. You are derogatory, defamatory, abusive, uncooperative and/or fail to follow Program guidelines
3. Share personal, private information shared in confidence by Program participants in a Program forum, outside of Program forum
4. Share your Program log-in information with another person so they can access Program and/or Program materials
5. Any other behavior that violates these Terms of Use, at Company's sole discretion.

You agree that should Company terminate your participation in Program due to any of the above conditions, you are still liable to Company and responsible for the remainder of Fees.

Company Cancellation of Program

Under extraordinary circumstances, Company may have to postpone Program. If Company has to postpone Program, Company will provide you with as much advance written notice as possible. If Company does have to postpone Program, you will automatically be enrolled in Program's rescheduled date; no refunds will be permitted.

XX. LIMITATION OF LIABILITY

BY PARTICIPATING IN PROGRAM AND USING PROGRAM MATERIALS AND CONTENT, YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY RESULTS DERIVED FROM SAID PARTICIPATION AND USE. YOU ASSUME ANY AND ALL RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY IS NOT LIABLE AND DOES NOT ACCEPT RESPONSIBILITY FOR ANY LOSSES OR DAMAGES CAUSED BY OR RESULTING FROM YOUR PURCHASE OF OR PARTICIPATION IN PROGRAM, OR YOUR USE OF PROGRAM MATERIALS AND/OR CONTENT. HOWEVER, IF COMPANY IS FOUND LIABLE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF COMPANY AND COMPANY'S AGENTS TO YOU FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR

IN ANY WAY RELATED TO THIS PROGRAM OR AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION PAID BY YOU TO COMPANY.

XXI. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company and any parties working for or associated with Company (including, but not limited to, employees, agents, contractors, subsidiaries, partners, affiliates, successors, assigns; collectively, "Company's Affiliates"), from any and all actions, claims, damages, fees and expenses, including attorney's fees, in law and equity, arising out of your purchase of Program, delivery of Program, your participation in Program, your use of Program materials, your use of Content, or your use of any other information provided in any form by Company or Company's Affiliates, excluding any liabilities resulting from the gross negligence or willful misconduct of Company. You agree that neither Company nor Company's Affiliates are personally liable for any representations or actions of Company or Company's Affiliates.

XXII. GOVERNING LAW/DISPUTE RESOLUTION

In the event of a dispute between you and Company that cannot be resolved amicably, you agree to binding arbitration in Auckland in New Zealand. If for any reason any dispute is not resolved in arbitration, the dispute will be litigated in the courts of Auckland of New Zealand.

XXIII. FORCE MAJEURE

Company will not be liable for failure or delay in the delivery of Program for the period that said failure or delay is beyond Company's reasonable control, materially affects the ability of Company to deliver all or any part of Program in any way and could not reasonably have been foreseen. Force majeure events contemplated include but are not limited to fire, flood, pandemic, hurricane, acts of God, and acts of governmental action prohibiting or impeding Company's ability to deliver any aspect of Program.

XXIV. SEVERABILITY

If any portion of these Terms of Use is deemed to be void or unenforceable, that portion is severable from the Terms of Use and does not impact the enforceability of the remainder of these Terms of Use.

XXV. ENTIRE AGREEMENT

These Terms of Use and any policies given to you as part of your participation in Program constitute the entire agreement between you and Company with respect to Program. These Terms of Use supersede any prior communications or agreements between you and Company.

LAST UPDATED: May 30th 2024

Additional Document

Consent for Hypnotherapy

RTT hypnosis is entirely natural, safe, and relaxing. With RTT, clients remain conscious and in complete control throughout but will feel a strong sense of relaxation.

RTT alone does not offer any guarantee of success. The client must want change, be open and motivated. The client must be willing to fully participate in the session and to implement the recommendations of the hypnotherapist and listen to the reprogramming hypnosis recording each day for at least 30 days.

I understand that Sarah Kelt is not a licensed physician, psychologist, or medical practitioner and the information, techniques, methods, recommendations by Sarah Kelt are not intended to substitute for diagnosis and care by a qualified physician, nor to encourage the treatment of any illness by persons not recognizably qualified. If you use RTT and are under medical care for ANY condition, DO NOT make any adjustments to any prescribed medication without the approval of your doctor. If in any doubt, you should contact your physician.

I accept that while RTT has a high success rate, Sarah Kelt does not guarantee any results and the success of the session(s) depends greatly on my own ability and desire to affect change. I release Sarah Kelt from any liability or claims concerning my mental and/or physical well-being during or following the treatment that has been outlined and agreed upon by filling out this form.

I understand that if I am epileptic or suffer from a psychotic illness it is not generally recommended that I undergo hypnotherapy. I hereby agree that by signing this form that I do not currently suffer from these disorders.

I can confirm that I have read the above and understand the process of RTT and hypnotherapy and accept these terms and conditions.

Client Printed Name:

Client Signature

Date