

TERMS OF PURCHASE

JANET MOHAPI-BANKS CONSCIOUS CONSULTING

CONSCIOUSLY CREATING SUITE of PROGRAMS

By clicking “Buy Now,” “Purchase,” 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, or services by **Janet Mohapi-Banks** (“Coach”), acting on behalf of **Janet Mohapi-Banks Conscious Consulting** (“Company”), and you are entering into a legally binding agreement with the Company, subject to the following terms and conditions:

1. TERMS.

(a) Upon execution of this Agreement, electronically, verbally, or otherwise, the Coach agrees to provide services in accordance with the **Consciously Creating Suite of Programs** program (“Program/Course”).

(b) The scope of services rendered by the Coach pursuant to this contract shall be solely limited to those contained therein and/or provided for on Coach’s Website <https://jmbconsciousconsulting.com> as part of the Program.

(c) Coach reserves the right to substitute services equal to or comparable to the Program for Client if reasonably required by the prevailing circumstances.

(d) Client agrees to be open, present and prepared to complete the work. Client is responsible for his/her own success and implementation of objectives met.

(e) The content included in the Program is for your individual, non-commercial use. Client agrees not to share login details and/or Program materials with any third parties.

(f) Coach reserves the right to remove Client from Program at any time for any reason.

(g) The 6-Week **Consciously Creating Group Intensive** Program includes the following:

1. 6 x weekly 60 minute video conferences for teaching and question and answer sessions.
2. Optional homework tasks such as meditating and journaling.

2. **METHODOLOGY.** Client agrees to be open minded to Coach's methods and partake in services as proposed. Client understands that Coach has made no guarantees as to the outcome of the coaching sessions or Program. Coach may revise methods or parts of the Program based on the needs of the Client.

3. **PAYMENT AND REFUND POLICY.**
 - (a) Upon execution of this Agreement, Client agrees to pay to the Coach the full purchase amount.
 - (b) Coach does not offer refunds to ensure that clients are fully committed to the Program.
 - (c) Credit Card Authorization (if applicable for payment plan). Each Party hereto acknowledges that Coach will charge the credit card chosen by the Client for the amounts specified on the website. If Client selects a payment plan option, Client agrees to pay fees to the Coach according to the payment schedule set forth on Coach's website, or otherwise provided to Client, and the payment plan selected by Client (the "Fee").
 - (d) In the event Client fails to make any of the payments within a payment plan during the time prescribed, Coach has the right to immediately disallow participation by Client until payment is paid in full, including disallowing access to modules, materials, and coaching calls. If Client voluntarily withdraws from the program at any time, for any reason they remain responsible for the full cost of the Program. If the payment plan that Client selects extends beyond the duration of the Program and Client fails to make any of the payments due at the time prescribed, Coach will demand payment in full for the remainder of the amount owing after 28 days of the first missed payment. If Client fails to make the payment within 28 days of this request, Coach reserves the right to inform the three credit agencies for listing of a delinquent account that could have negative repercussions on your credit report and credit score and take legal action to recover the costs.

4. **DISCLAIMERS.** By participating in the Program, Client acknowledges that the Coach is not a medical doctor, psychologist, and their services do not replace the

care of other professionals. Breakthrough Coaching, Mentoring, Consulting, and Energy Healing is in no way to be construed or substituted as psychological counseling or any other type of medical treatment, therapy or advice.

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 may make dietary and/or lifestyle suggestions, but these are wholly the Client's responsibility and choice on whether to implement such changes. The Coach is not responsible for any adverse effects or consequences that may result, either directly or indirectly, from any information or coaching provided. Use of Program is at Client's own risk. Any use of videos requiring physical activity are done at Client's discretion and Coach will not be held liable for any injury that could result from utilizing videos.

The Coach may provide Client with third-party recommendations for such services as health, physical therapy, lifestyle, 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 effects or consequences that may result, either directly or indirectly, from any information or services provided by a third-party.

Any testimonials or examples shown through Coach's website, programs, and/or services 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 and/or services. Client acknowledges that Coach has not and does not make any representations as to the future result that may be derived as a consequence of use of Coach's website, programs, products or services.

5. **WAIVER OF LIABILITY.** You are participating in online and/or in person coaching, classes or services during which You will receive information and instruction about physical activity, yoga, or similar and You acknowledge that activity may require physical exertion, which may be strenuous and may cause physical injury, and Client is fully aware of the risks and hazards involved. You acknowledge that it is

Your responsibility to consult with a physician prior to and regarding participation in any physical fitness program. You represent and warrant that You have no medical condition that would prevent Your participation in physical fitness activities. Client agrees to assume full responsibility for any risks, injuries or damages, known and unknown, which You might incur as a result of participating in online and/or in person coaching, classes or services. Client knowingly, voluntarily, and expressly waives any claims You may have against the Company, or the instructor, for injuries or damages that You may sustain as a result of participating in coaching or classes.

6. **INTELLECTUAL PROPERTY RIGHTS.** In respect of the documents specifically created for the Client as part of this Program, 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 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. The Coach reserves the right to immediately remove Client from the Program, without refund, if you are caught violating this intellectual property policy.
7. **RECORDING AND REDISTRIBUTION OF CALLS.** Client acknowledges that group coaching sessions and/or group calls may be recorded. Client also acknowledges that the recordings may be redistributed and/or resold at a later date as part of a separate package sold by the Coach.
8. **RELEASE.** Company may take photographs, videos, or audio recording during the Program that Company may use for future commercial or non-commercial purposes. Client agrees and understands that by participating in the Program, Client is consenting to being recorded and photographed and to the use of Client's likeness, writing, and voice in any media in perpetuity by Company for whatever purpose as Company sees fit.

Client agrees that the Company may use any written statements, images, audio recordings or video recordings of Client obtained while enrolled in the Course. This includes any content Client may publish to social media accounts and online forums as well as any statements, images or recordings, captured about Customer's participation in the Course.

Client waives any right to payment, royalties or any other consideration for Company's use of such written statements, images, audio recordings and video recordings and Client waives the right to inspect or approve the finished product used by Company. The Company is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Client, their heirs, representatives, executors, administrators, or any other persons acting on Client's behalf or on behalf of the Client estates have or may have by reason of this authorization.

9. **NON-DISPARAGEMENT.** The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, the Coach or any of its programs, affiliates, subsidiaries, employees, agents or representatives.
10. **GOOD FAITH.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
11. **DISCLAIMER OF WARRANTIES.** The information, education, and coaching provided to the Client by the Coach under this Agreement are provided on an "as-

is” basis, without any warranties or representations express, implied or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability or fitness for a particular purpose. Nor are there any warranties created by a course of deal, course of performance or trade usage.

12. **LIMITATION OF LIABILITY.** By using **Janet Mohapi-Banks Conscious Consulting** services and purchasing this Program, 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 Program. Client agrees that use of this Program is at user’s own risk.

13. **DISPUTE RESOLUTION.** If a dispute is not resolved first by good-faith negotiation between the parties to this Agreement, any controversy or dispute to this Agreement will be submitted to the International Court of Arbitration (ICC). The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand and shall take place in Victoria, British Columbia or via telephone. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process and shall cooperate with each other to ensure that the arbitration process is completed within the ninety (90) day period. The written decision of the arbitrators (which will provide for the payment of costs, including attorneys’ fees) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or decree in equity, as circumstances may indicate.

14. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of British Columbia within Canada, regardless of the conflict of laws principles thereof. If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and affect and shall in no way be affected, impaired, or invalidated.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.

Updated: December 21, 2022