

## Terms & Conditions

- 1) Resonate materials you receive are confidential and proprietary, and cannot be used, disclosed or duplicated except within your company. These materials are published works protected by copyright laws and no unauthorised copying, adaptation, distribution, storage or display is permitted.
- 2) Our services are advisory. You bear sole responsibility for the use and implementation of these services in your business. You agree to forever indemnify and hold harmless your Resonate Coach from and against any loss, cost or expense resulting from your activities related to the subject matter in this document and in The Coach's Plan.
- 3) While your Resonate Coach will be providing you with guidance, direction and program materials, such a role is advisory and not of actually doing the activity itself. You will be primarily accountable for producing the results during the Program. In this way, your Resonate Coach seeks to educate, train and motivate you in order to make your ability to successfully communicate a lifelong activity.
- 4) Your program is designed to include either a set of 4 sessions held fortnightly, or monthly scheduled meetings on a retainer basis.
- 5) It is your responsibility to book your sessions with Resonate, either using the online booking system or by calling and reserving a time directly.
- 6) If you are away / unable to attend sessions for a period of time, it is your responsibility to schedule 'make-up' sessions.
- 7) If you need to reschedule a meeting you agree to provide 24 hours notice or risk forfeiture of the consultation and full payment.
- 8) At the same time as your progress is periodically evaluated through the goal setting consultations, Resonate will (in addition to the regular feedback to your Coach) be asking you to evaluate its own performance under this agreement. They will ask you to confirm that you are satisfied with the services you are receiving. If you are not fully satisfied with the services you have received (at any stage) we expect you to let us know, so we can work with you to rectify your concerns.
- 9) You or Resonate may elect to terminate this agreement at any time upon 30 days written notice.

# RESONATE

COMMUNICATIONS

## CONFIDENTIALITY

During and after the Term, each party to the Agreement: (a) must not directly or indirectly divulge to any person or otherwise make public in any manner the Confidential Information or the terms of this Agreement other than in accordance with this Agreement; (b) may only disclose the Confidential Information to its employees and its professional advisers, and any such disclosure must be strictly on a need-to-know basis and those persons must be made aware that the Confidential Information must be kept confidential; and must use all reasonable endeavours to ensure that such persons receiving the Confidential Information maintain the confidentiality of the information; and (c) must only use the Confidential Information of the other party as contemplated by this Agreement. Each party must, immediately on demand from the other party: (a) deliver to the other party all Confidential Information of the other party which is capable of being transferred by delivery; and (b) delete permanently all Confidential Information of the other party, either in physical form or in electronic form stored on any computer or similar facility under the control of the party. The obligation to maintain confidentiality under this clause continues after termination of the Agreement.

## REFUND POLICY

You are responsible for full payment of fees for the entire program regardless of whether you actually attend or complete the program, and regardless of whether you have selected to invest in full or pay with a payment plan. You agree that payments are final and will not request any chargebacks from your credit card issuer. As stated above, with programs You or Resonate may elect to terminate this agreement.