

REBELS OF LIGHT

TERMS AND CONDITIONS FOR REBELS OF LIGHT MENTORING SERVICES

Services we provide on the website (<http://tarabliss.com.au/>), ('the Website'). By using the Website for access to the Mentoring Program, you agree to be bound by these Terms. If you do not accept these Terms, you must refrain from using the Website and the Mentoring Program. These Terms must be read in conjunction with any other applicable terms and conditions governing the use of the Website and our Services.

1. TERMINOLOGY

In these Terms, the expressions “we”, “us” and “our” are a reference to Tara Bliss Pty Ltd, including all directors, employees, and contractors.

“Mentor” means the person or persons who acts as mentor in the Mentoring Program or any individual who provide any other specific Services to a User, including but not limited to Tara Bliss.

“Content” means any and all material, links, words and images any User submits or links to the Website including, but not limited to comments, information or any material posted to subscriber-only sections of the Website.

“Rebels of Light Tribe” mean members of the Mentoring Program provided by Tara Bliss, who decide to become business builders, and who receive business training, personal development and mindset mentoring through the Website.

“Guidelines” means any guidelines or rules we publish to guide participation in any part of our Website, Mentoring Program or Services, such as our Facebook community or your participation in group discussions.

“Mentoring Program” means the mentoring activities provided by us on the Website, which may include:

- monthly live webinars,
- facebook live tasks and challenges (DNA dares),
- spiritual practice,
- group discussions,
- space holders,
- meditation,
- journaling practices.

“Services” includes the Mentoring Program, services provided to any Rebels of Light member and other services provided through the Website.

“User” means any person accessing the Website and/or using the Mentoring program or other Services provided on the Website and includes any Tara Bliss customers.

“You” (and related grammatical terms such as “your”) means any User.

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2. AMENDMENTS TO TERMS

We reserve the right to amend these Terms from time to time. Amendments will be effective immediately upon publication on the Website. Your continued use of the Mentoring Program following such publication will represent an agreement by you to be bound by the Terms as amended. The amended Terms will take effect from the next time you log into the Website or use the Mentoring Program. If you do not agree with the amendments, then you must stop using your account and the Mentoring Program. Your continued use of the Mentoring Program is subject to our current Terms as amended from time to time.

3. REGISTERED USER

- a. You must register using the online form in order to select and pay your subscription fee for the Mentoring Program that is provided as part of our Services.
- b. You must be 18 years or older to use participate in the Mentoring Program or to use our Services.
- c. You must at all times, keep your registration details accurate and up-to-date. You will not share your password or login details with any other person. You agree to maintain the confidentiality of your password or login details, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password or login details. You agree to immediately notify us of any unauthorized use of your password or login details or any other breach of security in relation to your account.
- d. You must not:
 - (1) impersonate any other person when accessing the Website or participating in the Mentoring Program or create a registration for any person that is fictitious; or
 - (2) solicit money, passwords or personal information from any person; or
 - (3) use our Website or Services, such as the Facebook page, to promote your own products or services.
- e. We can suspend or terminate your subscription to our Website at any time at our sole discretion for any reason or if you breach any Terms of use of this Website, Guidelines or any law or regulation in force.

4. SUBSCRIPTION

- a. You must subscribe for the full period of the relevant membership plan you choose. The membership payment may be made upfront or paid using our payment plan as noted by and in accordance with the various membership plans posted on our website.

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- b. You cannot change membership plans or subscription type part way through your membership.
- c. We do not provide refunds if you choose not to continue to participate on the Mentoring Program – See our FAQs on the website for our refund policy.
- d. Your subscription fees, including any relevant administrative fees, must be paid on time. Any late payment or failure to pay using our payment plan option may result in your account being suspended without notice and legal action being taken.
- e. By providing your credit card details, you authorise us and agree to the subscription fee being deducted from your credit card or other nominated payment method.

5. MENTORING PROGRAM AND USE OF THE WEBSITE

- a. The use of the Website, Mentoring Program and Services is intended only for lawful and ethical purposes. You may not use it (or encourage or assist others to use it) for any purpose that is prohibited by our Terms or by any applicable law.
- b. You must provide appropriate respect for other participants in group activities and comply with any Guidelines for participation in group activities.
- c. As part of the Mentoring Program, Users have access to weekly Facebook calls and emails reminders of upcoming live monthly calls, as well as access to subscriber-only sections of the Website to access webinars, chat rooms, etc. Mentoring calls that are missed are saved and the webinars posted to the subscriber-only sections of the Website. Discussion group calls will not be recorded.
- d. You acknowledge and agree that results of the Mentoring Program and other Services vary from individual to individual. For this reason, performance, progress and success of the Mentoring Program or any particular Services is reliant on the individual User to meet their own requirements. The we cannot and does not guarantee any particular or any results and the individual User is solely responsible for their progress. If any time during the Services the individual User feels their progress is not as expected, it is the responsibility of the individual User to advise their Mentor immediately of any concerns in order to give the Mentor an opportunity to address and assist. The Mentor will use reasonable efforts to resolve the concerns, however at no time does the Mentor guarantee or warrant any increase or altered progress or performance.

6. WEBSITE CONTENT

You agree:

- a. By posting any Content using on the Website, you represent that you have the right to publish the Content. You also represent that any information in the Content is accurate and does not contain confidential information that you are not authorised to publish on the Website.

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- b. We have a non-exclusive, worldwide, royalty-free, perpetual licence to use, edit reproduce and exploit the Content in any form, format or media for any purpose
- c. You must not post, publish, upload or distribute any messages, information, text, photographs, images, links or other material ('Postings') that are unlawful or abusive in any way including, but not limited to any Postings:
 - (1) that are defamatory or are a malicious falsehood about any person for other legal entity;
 - (2) that promote, or provide information about, unlawful activities or conduct;
 - (3) is a breach of copyright law or trade mark law;
 - (4) that contain pornography, child pornography, or photographs of unclothed person(s) or any obscene, indecent or offensive material or sexually explicit material;
 - (5) that involve or promote any surveys, contests, pyramid schemes, chain letters, unsolicited commercial e-mailing or spamming;
 - (6) that are abuse, harass, intimidate bully, or threaten any individual or group of people; and
 - (7) that are or promote racism, bigotry, hatred, harassment or any kind of harm against any individual or group of people including, but not limited to, religious, racial, sexual, and gender intolerance in breach of commonwealth or any state or territory anti-discrimination legislation.
- d. We reserve the right to determine whether any user-generated Content breaches these Terms and also to remove Posts that breach these Terms without warning. We also reserve the right to suspend or permanently terminate the account of any User involved in any breach of any commonwealth, state or territory anti-discrimination legislation or any breach of these Terms or our Guidelines. We are not required to provide any refund to you for such termination of your subscription to the Website or the Mentoring Program.

7. GST

- a. In these Terms:
 - (i) the expressions Consideration, GST, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 ("GST Act"); and
 - (ii) Supplier means any party treated by the GST Act as making a Supply when using the Website or our Services.
- c. If GST is imposed on any Supply made under or in accordance with these Terms, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply at or before the time of payment.

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8. SPECIFIC WARNINGS AND DISCLAIMERS

- a. You agree that we are not liable for any direct, indirect, consequential or incidental loss or damage which may result from your participation on the Mentoring Program or use of the Website or our Services. In no event will we be liable for any consequential, indirect, incidental or special damages of any kind including any damages for loss of revenue, profits, interruption of business, loss or use of data even if the possibility of such loss was made known to us.
- b. Whilst we have no reason to believe that any information contained on the Website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep the Website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on the Website.
- c. We do not give you any assurances that any information contained on the Website or in our Services will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.
- d. You are responsible for consulting a suitable professional before using any of the information or materials provided by any Services or before trying any exercise, technique or taking any course of action that may directly or indirectly affect your health, well-being, financial position, business, or personal life. This includes but is not limited to any change in diet, physical fitness or other lifestyle changes.
- e. You must take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference that may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website or any linked website.
- f. You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on the Website. We do not accept responsibility or liability of any nature for any such losses that you may sustain as a result of such activity.

9. AUSTRALIAN CONSUMER LAW

- a. Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

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- b. Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for the Statutory Rights.
- c. Except for the Statutory Rights, the Services are provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of that the Services will be provided with due care and skill and fitness for a particular purpose.
- d. When the Statutory Rights apply, to the extent possible, our liability in respect of any claim is limited to, at our option:
 - (i) The supply of any services again; or
 - (ii) The payment of the cost of having any services supplied again.
- e. Our maximum aggregate liability to you under paragraph 9 is limited to the total subscription fees a User has paid to us.

10. INDEMNITY

You agree to defend, indemnify and hold us and our officers, directors, employees, contractors, members, agents and licensees harmless from and against any and all claims, charges, actions, liabilities, investigations, demands and similar including but not limited to any costs, losses, damages whether direct, indirect, consequential or special and all legal fees resulting from (i) your breach of our Terms or Guidelines, (ii) Content you may provide to the Website, (iii) any activity you may engage in through the Website or Services or through your participation in the Mentoring Program, (iv) and any unauthorised use of the Website by you or anyone obtaining your login information.

11. PRIVACY AND SECURITY OF INFORMATION

- a. We will comply with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) in relation to personal information you provide to the Website. We will use all reasonable efforts to maintain the security of the personal information provided to the Website.
- b. We reserve the right to disclose a User's name and any other personal details to any law enforcement authority or other competent authority or to any person for the purpose of legal proceedings, prosecution, investigation or any breach or alleged breach of the law or these Terms.
- c. We may share your personal information with our service providers in order to provide the Services. By registering your personal information on the Website, you agree that we can disclose your personal information to service providers and other third parties that can assist with providing the Mentoring Program, and any other Services we provide.

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- d. To reduce the risk of fraud or misuse of personal information, we and our designated service providers may verify your personal information with third party service providers.
- e. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information that you transmit to us. Accordingly, subject to our obligations under the APPs, any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. You agree that you will not share your password, let anyone else access your account, or do anything that might put the security of your account at risk. We reserve the right to remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of the Website.

12. COPYRIGHT

Copyright in the Website and all our materials we may provide as part of our Services (including but not limited to text, graphics, logos, icons, sound recordings and software, e-books) (together 'the Materials') is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms, you may not in any form or by any means: adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Website or Materials; or commercialise any information, products or services obtained from any part of the Website or the Materials, without our written permission.

13. TRADEMARKS

- a. Except where otherwise specified, any word or device to which is attached the TM or ® symbol is a registered trademark.
- b. If you use any of our trademarks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks: in or as the whole or part of your own trade marks; in connection with activities, products or services which are not ours; in a manner which may be confusing, misleading or deceptive; in a manner that disparages us or our information, products or services (including the Website).

14. RESTRICTED USE

You are authorised to print a copy of any information contained on the Website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from the Website.

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15. LINKS IN THE WEBSITE

- a. The Website may contain links to other websites ("Linked Websites"). Those links are provided for convenience only and may not remain current or be maintained.
- b. We are not responsible for the content or privacy practices associated with Linked Websites.
- c. Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites, unless and to the extent stipulated to the contrary.

16. TERMINATION OF ACCESS

We may terminate access to the Website at any time without notice. The warnings, disclaimers, the indemnity and other provisions in sections 8 to 11 of these Terms will nevertheless survive any termination.

17. GOVERNING LAW

These Terms are governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

18. GENERAL

- a. If we waive any rights available to us under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- b. If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms shall nevertheless continue in full force.

THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF 28 DECEMBER 2018.