

Terms & Conditions - Whispers Within

Soul Journey with Diane Terms of Use

Hello! By purchasing Whispers Within (hereinafter the "Program"), you, the purchaser (hereinafter "Student") enters an agreement with Soul journey with Diane ("Company") and agree to the following terms. If you do not agree with any part of these terms and conditions, please don't purchase this course:

1. Course Deliverables

The Program is an instantly downloadable mini course online. Company agrees to provide the content as promised on the Program checkout page, which includes:

- Video training and workbook
- Help to quieten your inner critic
- A guided meditation
- Amplify your inner voice
- Reframe thought patterns
- Find simple but effective strategies to quieten the loud voice
- Learn affirmations

Student will retain access to the Program for the life of the Program, meaning for as long as Company offers and maintains the Program. Company will provide Student with at least one month's notice should Company need to retire the program. It is then Student's responsibility to have watched or downloaded (if available) the Program before the retirement date noted by Company.

2. Privacy Policy

Company's Privacy Policy is hereby incorporated by reference into this agreement. Student understands that Company will be providing educational content to Student and that Company's obligations under this Agreement exist only while Student is a paying member of the Program.

Student also understands that Company is not providing one-on-one service on behalf of Student. This is a mini course and we do not provide healthcare treatment, medical diagnosis or mental health advice.

For more information about how we protect your privacy and personal information, please see our privacy policy.

3. Payment

In consideration of Student's access to the Program, Student agrees to pay \$29 for the program from the 1st September 2024.

4. Refund

There is no refund on a instant downloadable mini course

5. No Master Resell Rights. No Personal Label Rights

Master Resell Rights and Personal Label Rights are not available for this course. Student understands that no rights of reproduction are transferred by this Agreement. Student agrees not to create any derivative works of the content found in the Program.

6. Intellectual Property

Company owns the rights to all content in the Program such as texts in the forms of guides, books, explanations and the like, as well as other graphics, logos, images, downloads, and other like materials. Student's participation in the Program does not transfer any intellectual

property rights to Student. Company grants Student a single-use, non-exclusive, non-transferable, revocable license to any and all Program content.

7. Force Majeure

Company shall not be liable or responsible to Student, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

8. Independent Contractor

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. Company agrees only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

9. Severability

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

10. Liability

Student absolves Company of any and all liability or loss Student may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. To the extent permitted by law, Student agrees that Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

Disclaimer

Every attempt is made to ensure that information from the Company is accurate, and that the student has attained the knowledge taught in a course, at the point of their assessment. Beyond this point, the student is responsible for the maintenance of their acquired competencies, and it is the responsibility of the student to apply their acquired knowledge and skills in a way which is appropriate to the unique characteristics of each application. Soul journey with Diane is hereby released from any liability, action, and/or claims of any nature, whether directions given during the course were followed or not.

The program is not a substitute for independent professional advice or medical diagnosis and you should obtain any appropriate professional advice relevant to your particular circumstances. You must exercise your own judgement and carefully evaluate the material in this course.

11. Warranty

Company makes no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

12. Assignment

Student may not assign this Agreement without express written consent of Company.

13. Modification

Company may modify terms of this agreement at any time. All modifications shall be posted on the Company's website.

14. Indemnification

Student agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of Student's use of or inability to use the Program and related services, any user postings made by Student, your violation of any terms of this Agreement or your violation of any rights of a third party, or Student's violation of any applicable laws, rules or regulations.

15. Dispute Resolution

Student expressly waives any and all claims, now or in the future, arising out of or relating to the Program. To the extent Student attempts to assert any such claim, Student hereby expressly agrees to present such claim only in the small claims courts in Victoria, Australia. Grievance policy is available to view.

Last Updated: July 2024