

Thank you for reading our Terms of Engagement, we look forward to working with you. The 6:AM Collective provides personal coaching, training, strategies, materials (including online materials) and related services to help our clients identify and meet their personal and professional goals (our “**Services**”).

These Terms of Engagement, along with the terms of any proposal letter we have provided to you, set out the terms and conditions on which you appoint 6:AM Collective Limited (“**6:AM Collective**”, “**we**”, “**us**” and “**our**”) to provide you with our Services.

### **1. Commencement and updates to these Terms of Engagement**

- 1.1. By accessing our website or using our Services, you agree that you have read, understood and agreed to these Terms of Engagement and this agreement will continue until terminated by either party in accordance with this agreement. If at any time you do not agree with any of our Terms of Use, you must not use our website or our Services.
- 1.2. We may amend our Terms of Engagement from time to time and will notify you of any changes by posting an updated version on our website. By continuing to use our Services after any changes to our Terms of Engagement, you are deemed to have accepted and shall be bound by those changes. If at any time you do not agree with any of our Terms of Engagement, you must immediately stop using our Services and tell us.

### **2. Registration and eligibility**

- 2.1. To access some features of our website and to book an appointment, you must register an account with us and provide us with your name and contact details.
- 2.2. You must 18 years of age to create an account with us.
- 2.3. If you are under 18 years of age, you may not create an account with us, but your parent or guardian may create an account with us to make appointments for you on your behalf.
- 2.4. You are solely responsible for the activity that occurs on your account (including all payments made and appointments placed) and you must keep your account password secure.

### **3. Disclaimer**

- 3.1. Our Services are designed to help you identify and meet your personal and professional goals but it is important that you understand a few key limits to the Services we provide:
  - You remain responsible for your own actions, goals and outcomes when using our Services and we specifically disclaim all liability for all actions or omissions you make during and after using or as a result of our Services.
  - Our Services provide you with a structured process and supportive environment to help you achieve your personal and professional goals.
  - Your experience may differ from other people’s experiences. While we may refer to specific examples, outcomes or experiences throughout the Services, you understand that we provide no guarantee that your own circumstances will lead to the same results. We provide and discuss these with you for illustrative purposes only.

- Our Services are not a substitute for professional advice. Any financial, medical or legal content discussed with you throughout the course of the Services is of a general nature only and does not constitute advice. If you require medical, financial, legal or any other specialist advice you remain responsible for obtaining that from a suitably qualified professional.
  - We do not guarantee outcomes and the success of our coaching is not measured by outcomes. In some cases, our clients find value in achievements and their personal development is quite different from the original goals they identified at the beginning of their coaching with us.
  - Our Services rely on the information you share with us and how actively you engage with us during your appointments. We encourage you to attend your appointments with an open mind and to readily share information about yourself and your goals with us.
- 3.2. Our Services are personal to you. All strategies, resources and recommendations discussed during your use of our Services are unique to you. No-one else is entitled to use or rely on our Services as provided to you, and you shouldn't share or distribute any information or recommendations from our Services to other people as their circumstances may differ from yours and may not be appropriate for their circumstances.
- 3.3. To the fullest extent permitted by law, we make no representation or warranty as to the accuracy, completeness, timeliness or reliability of the information and recommendations provided in connection with our website and Services, including without limitation in respect of:
- any errors, mistakes or inaccuracies;
  - any act you take, fail to take, due to or in reliance on any information contained on our website or referred to by us;
  - personal injury or property damage of any kind resulting from your access or use of the Services;
  - any lost savings or revenue resulting from use of the Services; and
  - any interruption of your use of the Services.
- 3.4. Any view expressed in a client testimonial on our website is that client's own and is unique to their personal circumstances. Those views are not our views or opinions, nor the views or opinions of any of our officers, employees and agents. Client testimonials are provided as insight into an individual's experience of our Services only and are not a warranty or representation. Everyone's use of our Services is personal to them and your particular circumstances and experience will differ to that of our other clients.
- 3.5. You acknowledge and agree our Services and any recommendations that may be provided to you during an appointment is a tool and cannot and does not provide you with a certain solution. Your actions taken following an appointment or other use of our Services remain your personal responsibility.

#### **4. Confidentiality**

- 4.1. The success of our Services relies on a mutual relationship of trust, respect and confidentiality between you and your coach. You must keep confidential all information that we share with you concerning our business, facilities, our personnel, and any specific

experiences that may be shared with you throughout the use of our Services. You must not share any information on social media that may identify us, our coaches or our clients without our permission. We shall keep your affairs confidential and will not disclose to any third party the matters with which we are assisting you or the content of our outputs from your appointments with us, except as permitted by you or if we are legally required to do so. Those circumstances are very limited and may include, for example, where our professional obligations require us to disclose information in order to protect you or another person's life or safety.

- 4.2. If you are under the age of 18 or have been referred to our Services through your employer, we will not share the details of the discussions we have with you during your appointments with your parent or guardian or employer (as applicable). We may report on your attendance and progress in high-level terms to your parent or guardian or employer (as applicable), for example, to say that goals were set or discussed but we will not divulge the detail of your personal goals or progress without your permission.

## **5. Our Fees**

- 5.1. Our fees vary according to your needs and the level of our skills that the Services will require and will be communicated to you when you book an appointment.
- 5.2. All fees for our Services are required to be paid in full and in advance of your scheduled appointment.
- 5.3. Any prepaid appointments, including if purchased as a package, must be used within 24 months from the date of purchase.
- 5.4. Our fees are not refundable. We will let you reschedule your appointment in accordance with these Terms of Engagement, but if you make a purchase and then choose to not use our Services, you are not entitled to a refund.
- 5.5. All fees are stated in NZ dollars and are exclusive of GST, credit card processing fees and disbursements. You will need to pay any GST, credit card processing fees and disbursements that apply in addition to our fees. If you choose to pay via credit card, you will be told of any credit card processing fee at checkout.
- 5.6. If a dispute arises or you have not paid for any completed appointments at any time, we may suspend or terminate further Services until all issues are resolved to our satisfaction.
- 5.7. We may make Afterpay payment services available to you. Afterpay is a third party payment facility. Its services are not a service provided by the 6:AM Collective and are subject to Afterpay's own terms. We make this available for your convenience only. We are not responsible for Afterpay's payment services and do not endorse its suitability. Nor do we provide any representations or warranties to you in relation to Afterpay and its payment services.

## **6. Rescheduling appointments**

- 6.1. Rescheduled appointments can disrupt our Services and impact our availability for other clients. We ask that you try to avoid rescheduling appointments wherever possible. Unless we agree otherwise:

- You may reschedule your appointment with us at no cost to you if you provide us with at least 24 hours' notice.
  - If wish to reschedule your appointment with us and you provide us with at least 12 hours' notice but less than 24 hours' notice, we will provide you with a 50% credit towards your rescheduled appointment. This option is only available once and if you need to reschedule again no further credit or refund will be provided.
  - No credit or refund will be provided if you wish to reschedule your appointment with us on the day of your appointment.
- 6.2. We will do our best to keep any appointment you have made with us, however we may need to cancel or reschedule a scheduled appointment from time to time. If this occurs, we will immediately notify you and, if we cannot reschedule your appointment to a suitable time we will return any payment that you have made using the same method originally used by you.

## **7. Your consumer rights**

- 7.1. These Terms of Engagement are in addition to any statutory rights you may have under applicable consumer laws.
- 7.2. Where you are acquiring our Services for the purposes of a business (as provided in section 43 of the Consumer Guarantees Act 1993), that Act will not apply. While we will make reasonable commercial endeavours to provide our Services utilising suitably qualified personnel and with due care, skill and diligence, the Services are provided on an "as is" basis. We make no warranty or representation that our Services will meet your requirements or otherwise be suitable or fit for your intended purpose.

## **8. Privacy**

- 8.1. We respect your privacy rights and you can be assured that anything discussed during your appointments will remain confidential.
- 8.2. In order to provide you with our Services we may collect personal information directly from you, our website or otherwise while providing our Services to you. You are under no obligation to provide this information to us, however if you do not we may not be able to provide our Services to you or carry out your instructions.
- 8.3. We will always collect, store, use and disclose personal information in accordance with all applicable privacy laws and our policies and guidelines that we notify you of from time to time and we will only use your personal information when it is necessary for us to deliver you our Services or perform other necessary business functions and activities.
- 8.4. Our usual practice is to collect personal information directly from you (when you meet with us in person, complete any form, register to use our Services, or provide any other information in connection with your use of our Services). We may also collect or obtain certain personal information from authorised third parties (e.g., your employer or parent/guardian).
- 8.5. Personal information will only be stored, used or disclosed by us for purposes associated with our business, including to provide our Services to you. Any notes made regarding your appointments will be kept in a secure location and viewed only by your coach. We may share the personal information we collect, store or use under our engagement with you with

certain service providers as we consider necessary to perform payment processing, hosting services, email delivery, communications, and administrative services on our behalf, but we do not authorise them to use or disclose your personal information except in connection with providing us with their services.

- 8.6. Under applicable privacy laws you also have the right to request access to, and correction of, your personal information held by us. Any requests may be made to Aliesha Moroney at [aliesha@yoursixam.com](mailto:aliesha@yoursixam.com).

## **9. Use of Cookies**

- 9.1. We may use cookies on our website to help us identify you when you use our website or to help us improve your experience when using our Services. We may collect personal information about you, your computer and your computer network automatically when you visit our website, like your IP address and device type. If you do not accept our cookies, some pages may not operate as intended and you may not be able to access certain information on our website.

## **10. Electronic Communications**

- 10.1. By subscribing to emails and/or text communications, or otherwise providing your email address and/or mobile number, you consent to receiving marketing or promotional emails and/or texts (as the case may be) from time to time.
- 10.2. You can unsubscribe from our email communications and/or text communications at any time by clicking the unsubscribe link in any promotional or marketing email or text received or by emailing [aliesha@yoursixam.com](mailto:aliesha@yoursixam.com).

## **11. Third Party Content**

- 11.1. Our website may contain links to other websites. Those websites and links accessed by you are not under our control. We are not responsible for, make no representations or warranties in relation to, and do not endorse the content of those linked websites and provide them solely for your information and convenience. Section 3 includes important disclaimers in this respect.

## **12. Limitation of Liability**

- 12.1. To the extent permitted by law:
- our aggregate liability, together with and including that of our employees, directors and shareholders, in respect of all causes of action and claims, whether in contract, tort or otherwise, arising in connection with, or in relation to, our engagement is limited to \$5,000.
  - we shall not be liable, whether in contract, tort or otherwise, for any loss (whether direct or indirect) of profits, business, anticipated savings or other economic loss or for any indirect, special or consequential loss, even if we were or should have been aware of the likelihood of such loss; and

- you may not bring any action against us, regardless of form, more than one year after the cause of action first arises.

12.2. You agree to indemnify us from all actions, proceedings, claims, demands, expenses and other liabilities which may be taken or made against us or which may be incurred or become payable by us in connection with or on account of any service we provide on your behalf under this agreement.

### **13. Termination**

13.1. Notwithstanding any provision in these Terms of Engagement, we may terminate our relationship with you, for just cause, on giving you reasonable notice. We reserve the right at all times to determine whether we consider you are suitable to receive our Services. On occasion we may advise you that we are unable to provide you with our Services (for example, but not limited to, due to our assessment of your mental health and well-being or due to a poor alignment between our coaches and your needs). At times, we may suggest you engage with a more suitable service provider (such as your GP or other professionals), but it is your choice whether or not to pursue those suggestions.

13.2. If we decide to discontinue our Services to you, we will advise you of this in writing and provide you with a refund you for any paid but not used appointments.

13.3. The provisions of these terms relating to reliance, confidentiality and ownership of information, limitation of liability, disputes and governing law shall continue to apply after termination.

### **14. Intellectual Property**

14.1. You may use and copy all documentation created by us for you in connection with the Services we undertake for you. However, all copyright and other intellectual property rights in the documentation and all original ideas created by us and relating to or connected with the work remain our property.

14.2. Our website and its contents are protected by copyright, trademark and other intellectual property rights that are owned by or licensed to us. All rights are reserved. You may not copy, reproduce, republish, or distribute any content from us, for any reason whether for commercial purposes or otherwise, without our prior written consent.

### **15. General**

15.1. These Terms of Engagement constitute the entire agreement between both of us with respect to your use of our Services. If we consider that you have breached any of the terms of this agreement we may immediately and without notice to you suspend, modify or restrict your use of the Services (in full or in part) or terminate your account with us.

15.2. These Terms of Engagement are governed by and to be interpreted in accordance with the laws of New Zealand. You and we agree to the non-exclusive jurisdiction of the New Zealand courts.

15.3. Any delay or failure to enforce our rights under these Terms of Engagement does not mean we have waived those rights. Any waiver or variation of this agreement must be in writing and signed by 6:AM Collective.