



Payment terms and conditions of Ellie Garnham (ABN: 77 520 807 976)

PLEASE READ THE FOLLOWING CAREFULLY.

This policy, services to consumers and payments online for all Websites that form the Network of the iHEAL Quantum Healing. These terms and conditions regulate the business relationship between you (the Consumer) and us (Ellie Garnham). When you buy from any of the websites that form the network of Ellie Garnham, you agree to be bound by them. No person under the age of 18 years may purchase Services. If you are under 18, please ask an adult for help with your purchase. Our address is: 2/9 Argus St Cheltenham VIC 3192

Email: [ellie@ihealquantumhealing.com](mailto:ellie@ihealquantumhealing.com) Definitions In this policy: “Card” means any Visa or Mastercard credit card details or debit card details provided to the Ellie Garnham by a Consumer in order to pay for any Services. “Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business; “Content” means any material in any form published on Our Website by us or any third party with our consent. “Instalment” means an instalment required in relation to a Payment Plan. “Material” means content of any sort posted by you on Our Website “Our Website” means the entire computing hardware and software installation that is or supports this Website or any other Website that forms the Network of the Ellie Garnham Group including associated social media pages. “Payment Plans” means payment for the Services made by monthly (or other periodic) instalments. “Services” means any of the services and products or programs we offer for sale on our Website and include generally available updates and support services so far as specified for each service.

Price, payment and service provision 1 It is possible that the price may have increased from that posted on our Website. If that happens, we will not provide the Services until you have confirmed that you wish to order at the new price. 2 Some services may be billed in AUD and some in USD 3 You agree to pay the charge/s for the Services, from the PayPal account or credit card, information for which you have or will have supplied to us. 4 Upon selecting the Service, Consumers will be directed to a sales page whereby payment details are provided. Once completed, Consumers will receive an Invoice through their nominated email account. The Invoice will include a unique identifying number, which act is your authority to us to debit the charges in relation to the provision of the Services to your Card. 4 Payment Plans are available but can generally\* only be charged using a Visa or Mastercard and are billed in advance according to the relevant payment due dates. You authorise us to arrange withdrawal of funds on this card at each payment due date (or afterwards if the payment is passed it's due date) without further reference to you. 5 If you have purchased a Service that is on a scheduled Payment Plan, you agree that you are obligated to pay the Payment Plan off in full according to the schedule listed on the order form / order confirmation. 6 For all payments, you must ensure there are sufficient funds available through the use of your nominated Card or PayPal account to allow the payment to be charged when it is due. You agree to notify us promptly in writing if the nominated Card (or PayPal account) specified in any Plan that forms a part of this agreement or any other card you nominate to us as a means of making payment is cancelled, suspended, due to expire or otherwise ceases to be a means by which we may collect payments while payments remain owing. In this case, you must immediately nominate another card or pay the outstanding balance of instalments and all other monies



payable under this agreement. 7 In the event that you default on payment of any instalment under a Payment Plan, we will attempt to once again debit any monies owing from your Card as soon as reasonably practicable and make contact with you via your nominated email regarding the outstanding monies. If the account is not paid within 48 hours of notice, the full amount then outstanding (including any future Instalments) becomes immediately due and payable and you authorise us to arrange withdrawal of any outstanding funds on your nominated Card without further reference to you including penalty interest on overdue amounts to be charged at a rate of 2% per annum higher than the rate set by the Penalty Interest Rates Act 1983 (Vic) from time to time, from the due date for payment until the date payment is received and capitalised monthly.

8 In addition to paragraph 7 above, in the event that you default on any Instalment under a Payment Plan we may restrict, deny or remove access to your online login account on our Website whilst any overdue amounts remain outstanding. Access to your login account will be restored within 48 hours of receipt of all outstanding amounts in full (including any penalty interest).

9 You agree to indemnify Ellie Garnham and its officers, agents and employees in respect of any claim, action, damage, loss, liability, cost, charge, expense, outgoing or payment (including legal expenses (on a full indemnity basis)) arising from or relating to breach by you of these terms or any applicable law or regulation in connection with the purchase or payment plan of this product.

10 Our Services may be provided by email / made available for you to download / in the way we have explained in our Website.

11 If we are not able to provide your Services within [10] days of the date of your order, we shall notify you by e-mail to tell you the likely provision date.

12 Once Service provision has started, you may cancel the Services at any time on giving us 21 clear calendar days' notice. Payment will be due until the expiry of the notice period. This excludes Services already provided on a Payment Plan where the outstanding balance is yet to be paid in full.

13 We may change the nature or provision of the Services at any time. We may tell you about any such change by email or by posting details on Our Website.

14 If we change the nature or provision of the Services, you may terminate this contract.

15 If a change we make in the provision of the Services, involves action on your part, and you do not take that action, we are entitled to terminate the Services to you without notice. 16 You may not share or allow others to use the Services in your name.

17 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted. Interruption to the Services for reasonable periods for maintenance or causes beyond our control is not a ground for repayment of money you have paid. When we are aware of the likelihood of down time, we will tell you in advance. Please note We do not offer refunds due to change of mind. OR failure to read and understand that Quantum Healing Hypnosis & Past Life Regression sessions and Ascension sessions are ONLINE ONLY. If at anytime you decide to cancel your subscription and/or payments, you will lose access to your program within 24 hours. This paragraph does not affect your rights in the event that you have a genuine and valid complaint about the way we have provided the Services to you. In the case that a service is being offered online as well as in person and you have purchased the in person course but are unable to attend it, you will receive access to the online version of the course. I have read and understood the Payment Policy, and I agree that they form part of the contract between us. If I am



under the age of 18 years, I confirm that I have brought the Payment Policy to the notice of my parent or guardian, and that person has agreed that I may buy your Services.

#### Investment and Payment

The payment options for all sessions are between \$150 - \$10,000USD up front. If paying with payment plans, you must pay ahead of your next session.

You agree that you are financially willing and able to invest in this Program by choice, and by doing so, you are not in any way incurring any economic hardship. If a payment cannot be made, your Program will be put on hold for up to 3 months to assist, and then 6 months to use all sessions stays in place. You may not pause your program to start at a later date.

#### Refund Policy

I want you to be happy with your Program; however, it is your responsibility to bring up any concerns immediately. I will do my absolute best to run this program in a way that works best for you and accommodate you with any needs. However, if you do not address your concerns, I am not responsible for any claims made by you.

If for some reason you are not satisfied you may stop the Program at any time, whether or not you have held all of your Sessions. However, termination of this contract is subject to 30 days notice.

If you decide to withdraw for any reason, you will remain fully responsible for all sums payable under this Agreement. If all payments have been made, no refund will be given. To clarify, no refund will be provided for any reason especially taking into consideration the material provided to you when you commence this course. This is sensitive material, fully copyrighted, trademarked, and NOT to be used by anyone that hasn't completed the course and received the graduation certificate. **THAT IS VERY IMPORTANT.**

If either of us give notice to terminate this Agreement, then as soon as reasonably practicable after such notice, you shall make yourself available for a final Session. On or before the date of termination of this Agreement, you shall immediately pay any unpaid fees or other sums payable under this agreement. In plain English, you are still responsible for all fees regardless of termination / cancellation of the program.

#### Confidentiality

All information exchanged during the Program will be kept strictly confidential. I will not disclose confidential information that you share with me during the Program to anyone else without reason to know such information, unless required by law, ethics, or upon written authorization by you.

To be clear, I may be ethically and legally obligated to reveal information if:

- If it is suspected that abuse or neglect of children or elders occurring.
- If in my presence you make or imply threats of violence or are a danger to yourself or another person.
- If I feel you may lose control of your actions.
- If something illegal is occurring.

#### Informed Consent

Client understands that coaching & mentoring & teaching is for the purpose of things including, but not limited to, radically improve the way you live your life, teaching you a skill to help be of service to others in the most ethical and highly vibrational way, and to kick start your business. You may experience higher quality of life, more clients, higher income, and great impact in the world. However this is not a guarantee.



Client gives informed consent to engage in coaching / mentoring / teaching services and for Coach / Mentor / Teacher to assist in coaching / mentoring / teaching for the aforementioned purpose(s). Client agrees that he/she is using coaching / mentoring / teaching services entirely at his/her own risk. Coaching is provided “as is” without any warranty of any kind, express or implied. Client warrants that any decisions, actions, or inaction they made and consequences thereof, are their own and at their own risk and that Client takes full responsibility for all emotional, mental, behavioral, and physical risks. Coach makes zero guarantees as to the results of their services.

#### Intellectual Property Rights

Coach / Mentor / Teacher, Ellie Garnham, retains all ownership rights to the materials provided during your participation in the Program. The copyrighted and original materials you are provided are for your individual use only and come with a single-user license. You are not authorized to share, copy, distribute, or otherwise disseminate any materials received from me (Ellie Garnham) electronically or otherwise without my prior written consent. All intellectual property, including the copyrighted Program materials, shall remain the sole property of Ellie Garnham and no license to sell or distribute my materials is granted or implied. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial or personal purposes, any portion of the Program, including any of the Program materials.

#### Personal Responsibility and Assumption of Risk

You acknowledge that you take full responsibility for your well-being and all decisions made before, during, and after your Program. I have used care in preparing the information provided to you, but all of my information, programs and services are made available to you as marketing and business tools for your own personal use and for informational and educational purposes only. You accept full responsibility for your choices, actions, and results, and expressly assume the risks of the Program for your use, or non-use, of the information provided to you. You also understand that you are expressly assuming all of the risks of the Program, whether or not such risks were created or exacerbated by the Program.

Disclaimer: Coach / Mentor / Teacher, Ellie Garnham, explicitly states that while serving in the role of a Coach / Mentor / Teacher I am not, nor am I holding myself out to be a therapist, counsellor, certified coach, business strategist, accountant, or any other kind of position in any way at any time before, during, or after your Program. Nothing contained in this Program is intended to be a substitute of other tools and services you may need.

I am not providing medical, legal, financial, or other professional advice in any way. You should always seek the advice of your own healthcare provider, attorney, accountant, or financial manager regarding your own medical, legal, or financial situation.

By signing this Agreement you agree that you are also consenting to the full Disclaimer which may be found on my website.

#### Limitation of Liability, Indemnification, and Release of Claims

Coach / Mentor / Teacher Ellie Garnham may not be held responsible in any way for the information that you request or receive through this Program. By signing this Agreement, you fully and completely hold harmless, indemnify and release Coach / Mentor / Teacher Ellie Garnham and any employees, shareholders, directors, staff, consultants, agents, or anyone affiliated with us from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against me or us, arising from your participation in or in any way related to the Program, even if we were aware in advance of the possibility of any such claim.



### Non-Disparagement

In the unfortunate event of a dispute between Client and Coach / Mentor / Teacher, Client agrees not to engage in any conduct or communications, public or private, designed to disparage the Program, Coach / Mentor / Teacher. Where requested by law or arbitration, of course, Client is not prohibited from sharing their thoughts and opinions as a part of the legal process. By signing this Agreement, we are both acknowledging that we have read, understand, agree to and accept all of the terms in this Agreement. Your Program will not begin until this signed document has been received, and until payment has been made.

### Dispute Resolution

If a dispute arises between Client and Coach all communication will be through phone, Skype, Zoom, or Facebook Messenger. However, should a dispute ever arise between us, we agree now that we will submit to binding arbitration before a single arbitrator, selected jointly. Prior to seeking arbitration, the Client must submit his or her complaint to me, the Coach, with full details about the Client's dissatisfaction with the Program via e-mail to Coach at [ellie@elliegarnham.com.au](mailto:ellie@elliegarnham.com.au). The Client understands that the only remedy that can be awarded to the Client through arbitration is a full refund of the Payment made to date. No award of consequential or of any other type of damages may be granted. Any judgment on an arbitrator's award, if made, is binding and may be entered into any court having the appropriate jurisdiction.

By signing this Agreement Client agrees to a modification of the statute of limitations such that any arbitration must be commenced within one (1) year of the date of the act, omission, or other conduct complained of as submitted in e-mail, or shall otherwise be forfeited forever. Arbitration will be held in [city], [state], [country], and the prevailing party shall be entitled to all reasonable attorney's fees and costs necessary to enforce the Agreement.

### Other Important Terms:

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind shall not be binding upon any Party, except to the extent incorporated in this Agreement.

**Modification of Agreement:** Any modification of this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in a writing signed by each Party.

**Assignment:** Neither this Agreement nor any other rights or obligations under this Agreement shall be assigned or otherwise transferred.

**No Waiver:** The failure to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the right to later enforce and compel strict compliance with every part of this Agreement.

**Effect of Partial Invalidity:** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

**Governing Law:** This Agreement shall be construed according to the laws of Melbourne, VIC, Australia.

Client will be enrolled in the Program upon receipt of: (1) a copy of this signed Agreement, (2) payment in full or the first instalment, and (3) scheduling