



Client Agreement

INTRODUCTION

Hi there! Our name is Lifestyle Development Services Pty Ltd (ACN: 168 836 235) but you might know us by our trading as name, Earth Sky Co.

Our services are for micro, small and medium businesses and for the people who own and work in them. We provide recommendations, mentoring and learning and development support, technology platform access and support, as well as media and marketing services in the areas of work as business, well-being and lifestyle.

We provide recommendations, mentoring and learning and development support in the areas of business, lifestyle and relationships.

This includes, but is not limited to:

Our Products and Services - these include but are not limited to –

- Mentoring
- Project Planning Consulting
- Work and Well-being Consulting
- Group program consulting – content, connectivity, curation
- Self-study and on-demand short-courses or learning materials

We refer to these as “our services”. We provide recommendations, coaching, mentoring and learning and development support in the areas of business, lifestyle, relationships. Including information, knowledge, skills, practices, tool sets, hosting – technology, event and space and techniques.

Areas that we cover include:

- phase specific advice: creating, marketing, selling, and project and service delivery,
- new revenue solutions, macro strategies, frameworks, consultative selling, business modelling and cultivating client communications,
- relationships, strategic systems advice, process and tactical information, and
- realistic, implementable options for mindful and calmer living, well-being, connecting and communicating in the context of business, relationships and lifestyle.

We fully believe that you can assist your clients, family and friends, as well as scale and grow your business well for many years to come, and we can't wait to help you achieve that.

The businesses and individuals we work with are aware of the importance of their personal well-being to their business success. They would like to further integrate well-being as their best practice, to support themselves in their business and/ or life. Our ideal clients hold a ‘prosperity for all’ ethos in the way they do, and be, in business.



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We also work with individuals who want to undertake personal development to grow, transform and create sustainable and positive impact in their life.

It is our intention to help you, as a like-minded business, workplace or individual, to achieve your preferred objectives, needs and desires. If you have any questions or need further information, please contact:
Leah Kearns – CEO leah@leahkearns.com VIC Australia

This document sets out the Terms and Conditions you need to be aware of when purchasing our services. Please take a moment to read it carefully as it sets out your important rights and obligations and we care about making sure that everyone knows where they stand.

When you use our services, you agree that you are over the age of 18 and willing to be bound by these Terms and Conditions. If you don't accept this agreement, you should notify us immediately so we can discuss your concerns.

Our services are offered in compliance with Australian Consumer Law.

DISCLAIMER

This disclaimer relates to our supportive services including:

- Media,
- Marketing,
- Sales,
- Events,
- Production,
- Learning material and
- Consultancy services.

Our Responsibility –

We offer our services in good faith and in accordance with our team's qualifications, which we can tell you more about on request. Our responsibility is to provide you with advice, recommendation about, implementation and execution of options relating to your business, lifestyle and relationships.

We endeavor to fulfill this responsibility by working with you to help you self-assess your needs and tailor our services strategically for your situation. In agreeing to our proposed scope of work, you agree that you have been fully warned about and have consciously accepted and agreed to the risks involved in working with us or our contractors.

We agree to provide the work set out, according to the items in Schedule 1.



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Our Contractors –

We work with a trusted team of individual contractors who are responsible for their own insurance. If you have an issue that can be attributed to a contractor's services and where that cannot be resolved through our internal dispute resolution processes, you agree to pursue your grievance against the contractor personally and to indemnify us from any cost, loss or damage that is not directly attributed to us or our administrative team.

For the Activating Income™ program we don't foresee that you'll be using our contractors' services though.

Results –

Every effort has been made to accurately represent our services and our potential to assist you. However, there is no guarantee that you will earn money, or save any time or energy using the techniques and ideas in the materials we provide. Examples in these materials are not to be interpreted as a promise or guarantee of earnings or savings.

Your earning and saving potential is entirely dependent on you, your business and your individual circumstances. There are so many factors involved that are beyond our knowledge and control, that we are unable to make any guarantees in this area.

Factors which could influence your results include your commitment to supporting the strategies we recommend, your willingness to participate or implement recommendations, your ability to discern what is right for you right now, and the connection you form with Leah and our team (if necessary).

Any testimonials or results mentioned in our marketing are based on our experience and those of our previous clients. They are not promises that you will be able to achieve the same.

YOUR RESPONSIBILITIES

You are entirely responsible for your own actions, and the results you achieve are inextricably connected to the effort you put in. As we just mentioned, there are many factors that may be important in determining your actual results.

You can increase your chances of success by devoting quality time to your business, the learning materials, exploring and integrating the ideas and techniques recommended, and actively seeking to improve your finances, knowledge and skills through the processes we recommend.

Throughout your involvement with us, your feedback will be required to tailor the support we offer you. At times you will be asked to formalize your feedback by completing a survey, undertaking contemplation and evaluation of your learnings and program experience, or you may be asked to provide other feedback from time to time.



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Among other things, this may include: the amount of time it takes you to implement, your opinion of service features, ease of use and overall usability, and ease of understanding the materials we provide you as part of our delivery of the service. It may also mean we delete, change, withdraw, withhold or delay part of the program based on your feedback.

You will likely be asked to provide written and video testimonials and grant us a release to allow your testimonial and case study to be used for our ongoing advertising and marketing.

You may also be asked to provide content and direction for the fulfilment of our agreement, including but not limited to video, audio, imagery, direction for strategy and approval of materials and assets.

We encourage you to use your innate skills of self-responsibility, discernment and intuition when it comes to applying the program materials, recommendations and advice to your work and well-being - life and business. Only you know what is best for you.

Materials, advice and recommendations are not intended as coaching, financial or legal advice unless specified as such and provided by one of our subject or modality qualified contributors, creators or mentors.

Program materials, advice and recommendations are also not intended as individual or general medical advice, counselling, or therapy unless stated they are provided by a licensed and qualified practitioner. Participation with us is suitable for those with mental health issues, but we do ask that you let us know upfront and be honest about any concerns you have, so that we may connect you with the most aligned team member who is best able to support you.

If any concerns should arise, and before making decisions that could have a significant impact on your physical, mental, emotional, psychological, spiritual or financial well-being, we encourage you to seek advice independently from a qualified professional.

LIMITATION OF LIABILITY

You agree to indemnify us for any injury or illness that you might suffer, or any damage or loss that might occur while we are working together. If you have any doubts at all about any issue that might arise, you agree that you will conduct your own research and make your own fully informed decision about what is best for you.

In no event shall we be liable for costs, loss or damage/s (including, without limitation, damages for loss of data or profit, or due to business interruption,) of any kind coming out of or related to this agreement or your participation in this project.

This includes the services we and our mentors or team provide, your use or inability to use the materials, recommendations or advice provided us, and material on our learning and support site, even if we have notified you verbally or in writing of the possibility of such damage. Please take conscious care for your own safety and well-being.



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If this clause is unenforceable for any reason, our total cumulative liability for all causes of action of any kind shall not exceed the total amount you have paid us for our services.

INTELLECTUAL PROPERTY

The materials and resources we provide to you are protected by copyright. The format, learning and support methodology, workflow, processes, templates and style disclosed during the project are protected by copyright.

They remain as our property, or that of the stated creator or contractor as part of our company legal agreements with them, and they are provided to you and your business under a limited license that allows you to use them to grow by developing your knowledge and skills, and your business and personal understanding.

You are not permitted to sell, distribute or present this material as your own for commercial or individual gain. If you wish to share what you have learned in the context of your business you must clearly identify and give credit to Earth Sky Co and any relevant creator, or mentor whose work is involved. If you're unsure if a particular type of sharing is allowed, please [contact us](#) to check.

Where we create materials for your marketing as finished products for you, that's where we create specific content in your brand voice for social media graphics and copy, product page copy, articles, messaging architecture, persona or archetype copy; you retain the right to use this as you feel necessary.

If you do engage us for these additional services outside of what is covered by this agreement, we will provide a schedule of work and both agree in writing to the change of our agreement before work commences.

Content We Create

We retain full ownership of copyright in all content created by us.

We retain all right, title and interest in the content and may reuse, sell or license it without restriction. However, we grant you a limited non-exclusive license to exploit the content for the purposes specified in this agreement. The term of the license is 12 months.

You are entitled to assume that all materials provided by us or our contractors are appropriately owned or licensed. You are not responsible for any intellectual property infringements arising out of use of our materials or that of our contractors in producing the content.

We are entitled to assume that all materials provided by you are appropriately owned or licensed. We are not responsible for any intellectual property infringements arising out of use of materials provided by you and you agree to completely indemnify us against any claim, loss or damage arising from a breach of this clause.

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CONFIDENTIALITY

Confidential information is any information we collect about your business that is not publicly available, including:

- strategy, structure, processes, business plans, systems and platforms;
- financial information, know-how, written code; and
- roles, goals, desires, needs, personal or health information.

All of these types of information may be collected as part of our mentoring and consulting process.

Information is collected on a needs-only basis to assist you and your business to meet its key objectives through implementing our products and services.

We agree to treat your confidential information with the same care as we do our own. Confidential information is only disclosed to employees, contributors, agents, consultants, mentors, facilitators and contractors on a need to know basis.

Confidential information may be collected when you talk to us online, add your information to a form, upload material to our education community or internal information storage platforms, email us, use the chatbot or message system, or the community learning and support platforms etc. Your business and personal information will be stored securely and kept confidentially. It will not be shared, sold or used as identifiable data outside of our organization without your permission. If you choose not to provide us with accurate information we will only be able to provide you with a general solution.

We may use a number of 3rd party platforms in delivering our services. Some of your information may be stored with them as part of our process, to assist in delivering our service to you. These platforms and their privacy policies are available on request.

If you have any concerns, please [let us know](#).

Our Mentors/ Creators/ Contractors – our team members may also take their own notes in sessions they hold with you and may share these with our other team members via internal communication and document storage systems. All our team have signed a non-disclosure and confidentiality agreement with us promising to protect your information and to comply with our privacy policy. If you have any concerns, please [contact us](#) to discuss.



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PAYMENT TERMS

Forms of Payment –

We accept payment via direct deposit to our bank account and also with debit or credit cards by our preferred payment gateways – Stripe, Paypal or through our payment aggregator enlightenly.

Payment Plans –

We provide payment plans. Where applicable terms are outlined in Schedule 1. Membership Payment where applicable is also covered in the Membership Agreement.

Currency and GST –

We offer pricing in AUD as standard and in USD on request, at an exchange rate determined by us. Pricing, where quoted, is inclusive of GST for all AUD prices unless otherwise stated. The exception to this is for our community platform which may be offered in USD on certain levels of membership. Details of this are outlined in the Membership Agreement.

Security Policy –

We utilize payment gateways – Stripe, Paypal and ApplePay; and secure payment aggregation service PayDock. All customer credit card information is transacted via their secure servers and in compliance with their security policies. We do not retain individual credit card or bank account details, except where provided as part of our Contractor Agreement.

DELIVERY OF SERVICES

Delivery –

The majority of components for this agreement are delivered digitally. Services and materials are delivered using 3rd party platforms including: Zoom, Microsoft applications, Voxer, Facebook, Coggle and our 'shop' platform managed by enlightenly, and 'space' platform – currently managed by our sister company WE-Being.

The identity of these services may vary from time to time. Additional or alternate platforms may be used at our discretion to ensure delivery of services is met. We will use our best endeavors to ensure you have consistent, reliable access to the materials or provide an alternative if required.

Some projects may require in person meetings, workshops or sessions. These will be arranged at a mutually agreed time. Alternatively, an online digital service may be provided if agreed.

Missed Sessions –

If you are unable to attend a booked session, we require advance notice of a minimum 24hrs to cancel or reschedule. Our policy for failure to show and not letting us know is that it is at our discretion to offer a



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makeup session based on our assessment of circumstances and the individual terms as agreed with team members.

As part of our work and well-being product and services you may be working with a number of team members who are subject matter specialists. We understand that sometimes there can be compatibility challenges when working with mentors, advisors, mentors, facilitators, creators and space holders. We respect our team members' right to autonomy in relation to the information, materials, advice and recommendations they may provide during a session.

If you have any issues or problems with our team members, in the first instance please speak to them to try and resolve it, or if you do not feel comfortable in doing so, or if the issue is then not resolved, please [contact us](#) to let us know and we will endeavor to work with you to find a suitable resolution.

CHANGE OF MIND AND CANCELLATION POLICY

Change of Mind –

We want you to be content with your purchase and happy to work with us and we understand it is a significant commitment, so we offer a 7-day cooling off period for retainer or time commitment programs.

In the event that you decide that the recommendations we provided to you in your GEMS Plan (and in Schedule 1 of this document shown as the Scope of Work) are not going to work for you, within 7 days of the date of our first GEMS plan, or tax invoice, [contact](#) our support team and inform us of your request to enact the cooling off cancellation policy. Requests must be received before 11:59am AEST on the 7th day from your first tax invoice date, or GEMS plan being sent for your program. This is your date of purchase.

To qualify for this cooling off cancellation, you must have completed the first step of the Product GEMS plan – registering your shop kiosk. You may also have had other parts of the program already completed. If this is the case, you may be liable for payment of these parts, at the cost outlined in Schedule 1, whether started or completed by our team, on a pro rata basis.

Cancellations –

No change of mind is allowed more than 7 days from the date of purchase. After day 7, all time for this project is committed and you are responsible for full payment of the fees for the remainder of the program, regardless of any change in your situation. In extreme circumstances, we may agree to negotiate cancellation of the program at our sole discretion.

Please note: If you opted for a payment plan and you do not enact the cooling off cancellation within 7 days, you are legally bound to complete the remaining payments of your payment plan. If payments are not made in a timely manner, you agree to pay interest on all past-due sums at a rate of 1.5% per month.

If you have any questions or problems, please let us know by [contacting](#) our support team.



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CONSUMER GUARANTEES

Minor Problem

We consider the following as minor problems for service delivery:

if we are ill and are unable to attend a scheduled support call, or you are ill and unable to attend we will do our best to reschedule to a mutually convenient time.

if any 3rd party platform is unable to be accessed for more than 48 business hours straight, we will do our best to ensure delivery of services or to notify you of an alternative arrangement.

For any other minor problems, please contact us as soon as the issue comes to your awareness so we can work with you on a timely solution.

Major Problem

At the start of the program, we make recommendations for the amount of time and materials you will need to commit to complete your responsibilities for the program. If you are unable to commit the recommended time, and deliver the different parts by the final dates, this will severely impact our ability to deliver our services in a timely manner.

Given the nature of our services, unanticipated delays are likely to have a cumulative effect and alter the scope of the program and the milestones. Similarly, additions to the scope will change our ability to meet the due dates for deliverables. We both agree that we will use our best endeavours to comply with the agreed milestones, and that we will each communicate any delays as soon as practicable. We agree that failure to meet a milestone is not a major problem and that we will work together to create a mutually acceptable variation of this agreement (we in this paragraph refers to both Earth Sky Co and you).

If either Earth Sky Co, you, or team member forms the opinion that this program is not a good fit for you and/ or your business, we agree to meet to discuss the issues and attempt to negotiate a win-win solution which may include options such as: pausing the program, changing team members or mentors, or cancelling this agreement.

If you feel this applies to your situation, please [contact us](#) to start the resolution process.

JURISDICTION & DISPUTE RESOLUTION

Jurisdiction –

We are located in Victoria, Australia. This agreement is subject to the governing law of Victoria, Australia. Regardless of where you live in the world, you irrevocably agree that if the dispute resolution processes fail, the courts of Victoria, and the Commonwealth of Australia, will have exclusive jurisdiction.



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Negotiation –

If you or we have any concerns that come up from this agreement or your participation with our services, we agree that we shall communicate with the intention of making a genuine effort to seek a win/win solution and resolve any dispute by negotiation and discussion.

Please send an email to leah@leahkearns.com to begin the process. We will reply within 48 hours (excluding weekends).

Mediation –

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an independent accredited mediator, seeking online dispute resolution or mediation by telephone if we are not all able to meet conveniently in person.

The mediator is to be appointed by agreement between us or, failing agreement within 21 days of the negotiation period ending, I will suggest 2 mediators from the Law Institute of Victoria's "Mediator Directory", having first confirmed their availability. You must choose one of these mediators within 7 days of receiving the suggested names.

We agree to share all the costs of mediation equally between us.

We agree that neither of us will commence legal action until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted, except where urgent order or judgement relief such as a special court order like an injunction is required.

Force Majeure –

Neither of us shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of either of us.

If you or we are affected by such circumstances it is agreed to promptly notify the other in writing when circumstances cause a delay or failure in performance and when they cease to do so. If the circumstances continue for an on-going period of more than 6 months, either of us may terminate this Agreement by written notice to the other.

Litigation –

Unless an urgent injunction is required, we agree that neither of us will commence litigation until we have first submitted the dispute to mediation. Litigation is to be considered a last resort and may not be commenced until, in the opinion of the independent mediator, the potential for negotiation and mediation have been exhausted.

This basically means that we agree not to go to court until we have really tried our best to work things out, and the mediator agrees that we are not going to resolve this on our own, so we need a judge to make the decision for us.



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Execution of Agreement –

By purchasing any Earth Sky Co product through our enlightenly Shop Kiosk, you agree to the terms and conditions outlined in this Agreement.

Last updated 30th July 2022.