

# ONLINE STORYTELLING SERVICES AGREEMENT

This Agreement is between **LYNETTE FAY CANNON trading as SOUL SOURCE WISDOM (ABN 45 583 604 752)** ("**Soul Source Wisdom**" "**I**", "**me**", "**my**") and the **CLIENT (Client, you, your)** for the provision of Services. This Agreement incorporates the Website Terms of Use and Privacy Policy, which are published on the Website.

## BACKGROUND

- A. Soul Source Wisdom specialises in online mystical storytelling services.
- B. The Client requires the Services of Soul Source Wisdom.
- C. Soul Source Wisdom agrees to provide the Services and the Client accepts the Services on the terms and conditions contained in this Agreement.

## 1. MEMBERSHIP

- 1.1. You acknowledge that you have provided your email address and password for a key to membership of free Materials located in the Addenda section of the Gallery on the Website.
- 1.2. You acknowledge and agree that you now wish to proceed to a fully paid membership for the selected Services.

## 2. ACCEPTANCE OF THIS AGREEMENT

The Client accepts this Agreement by clicking to agree to the Agreement made available to the Client in the user interface on the Website.

## 3. TERM

This Agreement commences on the date it is accepted by the Client in accordance with clause 2 and will end on termination in accordance with this Agreement or by operation of law.

## 4. SERVICES

- 4.1. The Services are described on the Website.
- 4.2. The Services are supplied online for one continuous period of thirteen (13) weeks (**Services Period**).

## 5. FEES AND PAYMENT

- 5.1. The Client agrees to pay the Fees described on the Website for the selected Services.
- 5.2. In paying the Fees, you acknowledge and agree that it is your responsibility to ensure that the Services are suitable for your use.
- 5.3. You will pay the Fees by way of Stripe on the Website.
- 5.4. You acknowledge and agree that where a request for the payment of the Fees is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Fees.
- 5.5. You acknowledge and agree that I can vary the Fees at any time and that the varied Fees will come into effect following conclusion of the existing Services Period.

## 6. CLIENT RESPONSIBILITIES

- 6.1. The Client agrees to:
  - 6.1.1. take responsibility for their own physical, mental and emotional states of being in a compassionate way;
  - 6.1.2. monitor their engagement with the Services during the Service Period;
  - 6.1.3. be responsible for all actions, behaviours and resulting outcomes of their mystical storytelling experience;
  - 6.1.4. accord interpretation and use of knowledge and experience from the Services provided with goodwill, due diligence and absolute integrity;
  - 6.1.5. acknowledge the Services are a spiritual, soul-informed transmission of energetic exchange and are therefore subjective.

## **7. CANCELLATION OF SERVICES**

If the Client cancels the Services by reason of extenuating circumstances, and evidence is provided to support those extenuating circumstances, I may, at my absolute discretion, refund the Fees or portion of the Fees paid for the Service Period as the case may be.

## **8. TERMINATION**

8.1. Soul Source Wisdom may terminate this Agreement:

- 8.1.1. immediately on written notice to the Client, if the Client engages in conduct which Soul Source Wisdom reasonably considers to be illegal, immoral, unfair or deceptive, or which may otherwise jeopardise my name, reputation or business;
- 8.1.2. on expiry of notice given, if the Client breaches a term of this Agreement and fails to remedy the breach within ten (10) Business Days after having received notice in writing of the breach.

## **9. INTELLECTUAL PROPERTY**

9.1. All Intellectual Property Rights in all Materials are owned or licensed by me. Those Intellectual Property Rights are retained for my exclusive use.

9.2. The Client must not:

- 9.2.1. edit, adapt or modify my Intellectual Property Rights in the Materials;
- 9.2.2. distribute, sell or resell my Intellectual Property Rights in the Materials; or
- 9.2.3. reproduce all or any portion of the Intellectual Property Rights in the Materials or otherwise create derivatives of the Materials; and
- 9.2.4. permit anyone else to do the same.

## **10. TESTIMONIALS**

If the Client provides Soul Source Wisdom with a testimonial in writing or verbally, the Client agrees that Soul Source Wisdom may share the Client's testimonial to promote Soul Source Wisdom's Services.

## **11. ONLINE MYSTICAL STORYTELLING INFORMATION AND INSTRUCTION**

- 11.1. The Client acknowledges and agrees that Soul Source Wisdom provides online mystical storytelling general information or instruction only. I am not qualified to assess your physical and/or mental health and cannot provide advice on any medical condition.
- 11.2. The Services are not a substitute for psychotherapy or other medical treatment. If you are in a fragile state of mind or experiencing an emotional or mental health issue that requires professional treatment, these Services may not be right for you. You acknowledge and agree that you participate in my Services at your own risk.

## **12. GUARANTEES**

12.1. Soul Source Wisdom guarantees to the Client that the Services will be rendered:

- 12.1.1. with due care and skill;
- 12.1.2. reasonably fit for the purpose of online mystical storytelling general information and instruction.

## **13. AUSTRALIAN CONSUMER LAW AND LIABILITY**

13.1. Our Services comes with guarantees that cannot be excluded under the Australian Consumer Law. For a major failure of the Services, you are entitled to:

- 13.1.1. terminate this Agreement; and
- 13.1.2. a refund for the unused portion of any unconsumed Services or to compensation for the reduced value of the Services.

13.2. If the Services do not amount to a major failure, you are entitled to have the failure of Services rectified in a reasonable time. If the Services are not rectified in a reasonable time, you are entitled to the remedy described in clause 13.1.

## **14. DISPUTE RESOLUTION**

14.1. Where a party alleges a dispute exists in connection with the Agreement, it may serve a written notice on the other party detailing the nature of the dispute.

- 14.2. Where a notice has been provided in accordance with subclause 14.1, each party must meet at the earliest mutually convenient time in good faith and use reasonable endeavours to reach a resolution to the dispute.
- 14.3. If the parties are unable to resolve the dispute in accordance with subclause 14.2 the parties may take such other action available to them under this Agreement or at law.

## 15. GENERAL

The following additional terms and conditions apply to this Agreement:

- 15.1. If anything in this Agreement is unenforceable, invalid, illegal or void, it is severed, and the rest of this Agreement remains in force.
- 15.2. Any waiver by any party to a breach of this Agreement is not deemed to be a waiver of a subsequent breach of the same or of a different kind.
- 15.3. Neither party will be liable to the other party for any loss caused by any failure to observe the terms and conditions of this Agreement where such failure is occasioned by causes beyond its reasonable control including, but not limited to, by fire, flood, riot, strike, war, restrictions and prohibitions or any other actions by any government or semi government authorities, theft, cyber theft or major injury or illness of key personnel.
- 15.4. This Agreement is governed by the laws of South Australia and the Commonwealth. The parties submit to the exclusive jurisdiction of the courts of South Australia.
- 15.5. A notice required to be given to a party under this Agreement must be in writing and delivered to that party in one of the following ways:
- 15.5.1. delivered personally;
  - 15.5.2. posted to their address, when it will be treated as having been received in the course of ordinary post; or
  - 15.5.3. sent by email to their last-notified email address, when it will be treated as received when it enters the recipient's information system or otherwise when the recipient confirms receipt, whichever occurs first.

## 16. DEFINITIONS

The terms in this clause have the following meanings, unless the context indicates otherwise:

- 16.1. **Business Day** means any day other than a Saturday, Sunday or public holiday in South Australia;
- 16.2. **Client, you, your** means the person who agrees to the supply of Services;
- 16.3. **Fees** means those fees described in clause 4 of this Agreement;
- 16.4. **Gallery** means a collection of photographs, images, storybooks or other documentation included in the Gallery page on the Website;
- 16.5. **Intellectual Property Rights** means any patent, copyright, trademark, tradename, design, trade secret, know how or other form of intellectual property right whether arising before or after execution of this Agreement and the right to registration or renewal of those rights;
- 16.6. **Materials** means the online mystical storybook(s), photographs, articles, blogs, policy, procedures or other documentation created by Soul Source Wisdom for the purpose of delivering the Services;
- 16.7. **Soul Source Wisdom, "I", "me" or "my"** includes any employee, servant, contractor, subcontractor, agent, partner or officer of Soul Source Wisdom;
- 16.8. **Services** means online mystical storytelling services as described on the Website. The Services do not include counselling, therapy or healing of any kind.

## 17. Interpretation

In the interpretation of this Agreement unless the contrary intention is evident:

- 17.1. a reference to this Agreement is a reference to this Agreement as amended, varied, novated or substituted from time to time;
- 17.2. a word importing:
- 17.2.1. the singular includes the plural;
  - 17.2.2. the plural includes the singular; and

- 17.2.3. a gender includes every other gender including identifying as non-gender;
- 17.3. if any act pursuant to this Agreement would otherwise be required to be done on a day which is not a Business Day then that act may be done on the next Business Day;
- 17.4. where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- 17.5. a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
- 17.6. a reference to a clause number includes a reference to all of its subclauses;
- 17.7. where general words are associated with specific words which define a class, the general words are not limited by reference to that class;
- 17.8. the clause headings are for convenience only and they do not form part of this Agreement;
- 17.9. the parties acknowledge that the Background is true and correct in every particular and the Background forms part of this Agreement.