

Wildhaven Collective Limited, Trading as Space and Grace.

Michal McCracken, Money Coach, certified in Miracle Coding

Terms and Conditions

Registered company Wildhaven Collective Limited, Trading as Space and Grace.

Michal McCracken, Money Coach, certified in Miracle Coding (called **we**, **us** or **our** below).

These Money Coach, certified in Miracle Coding Terms and Conditions (called **Terms** below) apply to any coaching or digital course you (called **you** or **your** below) purchase from us.

By purchasing a digital course or coaching you accept these Terms.

Our coaching and online course(s)

- To purchase an online course, you will select the course you wish to purchase, make payment at checkout, and set up an account where required.
- To purchase an individual coaching program, package, or series of coaching sessions, you will select the coaching option you wish to purchase and make payment at checkout. Depending on the coaching option selected, payment may be required in full upfront or by instalment payments, as set out at the time of purchase. You may also be required to set up an account or complete onboarding steps before your coaching begins.
- To purchase a coaching membership, if offered by us, you will set up an account, select the membership tier you wish to purchase, and make payment at checkout. The membership tier will determine the specific benefits, inclusions, and access you will receive.
- Your purchase is accepted by us on receipt of your payment.
- We will provide you access to the course you have selected and paid for, which may include documents, videos, recorded webinars, or other course materials.
- We will provide the coaching session(s) as one-on-one, or as group sessions for programs specifically including group sessions, with no more than any maximum number of participants we advise.
- We will provide the coaching session(s) as a mixture of in-person sessions or live online training or webinars as needed. We will provide any coaching materials to you as part of the program.
- You select the date(s) of the coaching session(s) on our website. If we need to reschedule a date, we will let you know (and tell you why) as soon as we can. You and we will then work together to agree a new date.

Availability and attendance

- If you cannot attend a coaching session you have booked, you need to notify us at least 24 hours before the session. If you don't provide this notice and you do not attend a session, you will not be provided a refund or permitted to attend a session at another time. If you do provide at least 24 hours' notice, we will agree an alternative date with you to provide the session, or provide you with a session credit to use at another time, where applicable. Any session credit must be used within 6 months of the start date of your coaching package. If the session credit is not used within this timeframe, it will expire and no refund will be provided.
- Otherwise, you can only cancel a coaching session and obtain a refund if we agree at our discretion or are required to by law. For any course purchases, you may cancel your purchase and obtain a refund within 10 days from the date of purchase if you haven't accessed or downloaded any course materials or content. After that, we will only provide a refund at our discretion or as required by law.
- The coaching program or course or membership is only available to you, and you cannot transfer it to, or share it with, anyone else without our consent. You must keep your account password secure, not let anyone else use your account, and notify us of any unauthorised use of your account.
- We may change any coaching program or course content as we consider necessary or desirable (without substantially decreasing the value or content). If this is during your membership or coaching program we will consult with you on the changes.

Price and payment

- The price for our online course(s) will be as set out on our website or checkout page, unless otherwise agreed in writing.

- The price for our individual coaching programs, coaching packages, or coaching session bundles will be as set out on our website, checkout page, proposal, invoice, or other written agreement between us.
- Depending on the coaching option selected, payment may be required in full upfront or by instalments. If you select an instalment payment option, you agree to pay each instalment by the due date or in accordance with the payment schedule shown at checkout or otherwise agreed in writing.
- The price for any coaching membership, if offered by us, will be as set out on our website or checkout page. Subscription payments for any coaching membership will be payable at the intervals stated for the relevant membership. Your membership will continue until you cancel it, and if you do not cancel it, it will automatically renew for the same term. We may take payment automatically using the same payment method, unless otherwise stated.
- Any prices we display or advise you of are in US dollars and include GST, unless otherwise stated.
- You can pay via Stripe using Mastercard or Visa. You may be directed to our payment provider's website to complete payment. Their terms and conditions will also apply to your transaction. If you pay by credit card, you may be charged an additional fee.

Our guarantees to you

- We guarantee we will:
 - use the care and skill reasonably expected from a provider of similar services in New Zealand; and
 - use appropriately qualified and experienced people and comply with all applicable laws.
- We guarantee that all course materials provided will:
 - be of an acceptable quality;
 - not violate any other person's intellectual property rights; and
 - meet the description of the course materials on our website or that we provided to you.

You acknowledge we are not a licensed financial adviser or accountant, legal professional, counsellor, health or medical practitioner. Our coaching and online course(s) are not a substitute for professional advice from financial, legal, medical, or other qualified professionals. We do not work on practical money management, such as budgeting, planning, saving, debt, tracking, or financial habits.

- We will work with you to identify solutions, help you achieve your goals and offer advice based on our own personal experience and training but you have full responsibility for all decisions and courses of action you take. We work with your beliefs, emotions, and patterns around money, including why you undercharge, avoid your numbers, overspend, hoard, feel shame, or struggle to receive more.
- We cannot guarantee you any particular outcome and results may vary between participants depending on personal circumstances and the effort you put in. We are not responsible for any action or inaction you take, or any result or outcome following our coaching and online course(s).
- While we take reasonable care to ensure all information and advice we provide you (either online or directly) is accurate and up-to-date, we take no responsibility for any use you make of the information supplied.
- You must provide sufficient information to us to enable us to provide the coaching program and proceed without interruptions. You will be responsible for the accuracy of the information you provide.
- If you think we haven't met our guarantees, please email michal@spaceandgrace.me explaining why. If we agree that we have not met our guarantees, we will provide you with a remedy, which may include re-providing the applicable coaching and online course(s), a credit, or a refund.
- If you live in New Zealand and are a consumer of our coaching and online course(s) (for your personal use), you have certain rights under the New Zealand Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (**Consumer Law**). If we haven't met our obligations to you under Consumer Law, you may be entitled to remedies. Nothing in these Terms excludes, restricts or modifies your rights under Consumer Law.
- Other than as set out in these Terms or required by law, we do not provide any warranties or guarantees for our coaching and online course(s) or any materials provided in connection with our coaching and online course(s).

Confidentiality and privacy obligations

- We will keep strictly confidential all information relating to you or your business (including the fact you have purchased coaching and online course(s), unless you provide consent) and any other information we obtain from you in connection with providing our coaching and online course(s) of a confidential or commercially sensitive nature that is not publicly available, in whatever form. We will not disclose your confidential information to anyone other than our personnel or suppliers on a "need to know" basis. We will only use your confidential information for the purpose of providing coaching and online course(s), except as required by law.
- You understand that technology is not always secure and you accept this risk when using email, text, phone, WhatsApp, Teams, Zoom, and other platforms we use to deliver our coaching and online course(s) to you. We are not responsible for the theft,

deletion, destruction, damage, loss or unauthorised access of any of your data stored in our system or any third party platform we use to deliver the coaching and online course(s).

- We will comply with the Privacy Act 2020 and our Privacy Policy regarding any personal information you provide to us in connection with any coaching and online course(s).
- We will return or destroy all documents, data and materials containing your confidential information and personal information in our possession on cancellation or expiry of these Terms, unless we are required by law or our professional obligations to retain them and excluding data back-ups.
- Any public forum you can access in connection with our coaching and online course(s), including social media groups or any in-course communication tools, can be accessed by all our members, which may include your competitors or people you have a conflict of interest with. Any information you share on our public forum is shared at your own risk and we are not responsible for any loss caused by you sharing that information. Any behaviour or language that is defamatory, discriminatory, abusive, inappropriate, or antagonistic will not be tolerated on our public forum and we can (at our discretion) terminate anyone's membership or access to the public forum. You must pay us the full amount of any costs or loss we experience due to another person making a legal claim against us for any behaviour or language you share on our public forum that is illegal, defamatory, abusive, inappropriate, or antagonistic. Additional rules may apply to access our public forum.

Protection of our Intellectual Property

- All materials (including tools, templates, workbooks, videos and drawings) we make available to you as part of our coaching and online course(s) are protected by copyright and all intellectual property rights are owned exclusively by us.
- We grant you the right to use the materials for your own personal use only and you are not given any ownership rights. This licence is only for you, and you can't transfer it to someone else without our consent. You must not share, distribute, resell, record, reproduce, broadcast, republish, post or copy, in part or in full, our materials without our prior written permission. You must not use our materials to develop your own coaching program or online course.

Default and cancellation

- We may suspend or cancel your access to the course and your coaching program and your membership and the contract created by these Terms immediately by giving written notice where:
 - you fail to comply with an important obligation, and if it can be fixed, do not fix that failure within 7 days' notice from us;
 - you fail to pay any amount when due, and do not pay within 7 days after we have demanded payment;
 - you can't pay your debts when due, or you're bankrupt or liquidated or you have an administrator, receiver, liquidator or statutory manager appointed; or
 - we or you can't perform an important obligation under these Terms for 30 days or more due to an event beyond your or our reasonable control (such as a natural disaster).
- You may cancel the contract created by these Terms where:
 - we fail to comply with an important obligation in these Terms, and if it can be fixed, we don't fix that failure within 10 days notice from you; or
 - we or you can't perform an important obligation under these Terms for 30 days or more due to an event beyond your or our reasonable control (such as a natural disaster).
- You may cancel your membership at any time and you will not be charged at the next payment anniversary, but you will not be entitled to a refund of the subscription amount already paid. Your membership benefits will continue to be available until the completion of the period you have paid for.
- Cancellation doesn't affect any of your or our rights or obligations intended to continue, such as the rights and limitations for making claims under these Terms.
- If your access to the course or any coaching is cancelled (as allowed by this section) you must stop using any materials we have provided to you.

How we resolve disputes

- If any dispute arises, we will first attempt to resolve it with you amicably, and the obligations in the Terms will continue to apply. If the dispute is not resolved within 15 days, you or we may refer the dispute to mediation. This does not stop you or us from seeking a court order for an interim injunction to prevent non-compliance or require compliance at any time.

What happens if you or we don't comply with these Terms?

- If you or we don't comply with our obligations in these Terms, this may entitle the other to one or more remedies, such as payment of money or a court order preventing further non-compliance.

- The maximum amount you or we will pay for any loss incurred by the other is the amount paid by you for the course or coaching program giving rise to the liability. However, this will not apply to any loss incurred where you or we do not comply with the confidentiality or privacy obligations or fail to comply with these Terms on purpose.
- We are not responsible for paying for any loss of profit, sales, savings or other consequential or indirect loss incurred by you as a result of accessing or applying any advice or content from our coaching and online course(s).

Change and applicable laws

- We may change these Terms at any time by posting the new Terms on our website or providing you with a new copy of the Terms. The new Terms will apply to any purchase you make after the new Terms are posted or provided. You should check the latest version of the Terms before you make a new purchase.
- New Zealand law applies to these Terms. Any dispute relating to these Terms that we cannot resolve with you must be resolved in the New Zealand courts. Although our coaching and online course(s) may be accessed from countries outside New Zealand, we cannot guarantee the coaching and online course(s) or any materials we provide comply with the laws in any country other than New Zealand.