

RETREAT FEES

All fees are payable:

- on the relevant payment dates set out in these terms or in Our Website; and
- by electronic funds to an account nominated by Us or by another method nominated by Us e.g. credit card.
- Your preferred payment option must be selected at the time of purchase and cannot be changed at a later date. The total amount of the Fees will be dependent on the payment method you select at time of registration.

All prices are in AUD as advertised on the Website. All prices are exclusive of GST. The prices indicated on the Website may change at any time without advance notice to you. Purchases will be charged at the price in force at the time your order is validated.

Your total cost for the Retreat is as advertised on our Site, excluding your travel expenses to the Retreat.

Installments

At the time of your acceptance into the Retreat, if you require to pay by instalments, please contact Jenn or Jules to make arrangements. If you have nominated a multi-installment payment plan you agree to make all payments promptly in accordance with these terms. All payment installments must be paid by the date specified on our Website and in our communications with you.

Where we offer an installment option and you accept the same, your investment is as noted on the payment plan. You must pay the first installment being the non-refundable deposit upon registration to secure your place on the Retreat.

Credit Card Authorisation

We offer visitors who want to purchase from our Website the option to pay for the Retreat by using a credit card or such other method of payment as notified by us from time to time. You authorise us to automatically charge the credit card or debit card provided at the time of registration for the Retreat Fees when they are due and in accordance with these Terms.

INSTALLMENT OPTION

If you choose to pay in installments for the Retreat, you authorise us to automatically charge the credit card or debit card on file for any payment balances owing and agree to keep all billing information and personal information current at all times and must notify us immediately of any changes to those details. You understand and agree that as payments are electronic, you will ensure that you have adequate funds available.

Notwithstanding any adjustments made to payment dates by any third party payment provider such as Stripe, you acknowledge and agree that payments must be made on the applicable due dates and you must do all things reasonably necessary to ensure sufficient funds are in place to ensure payments are made on the applicable due dates.

Where you fail to make payment or payment is declined for any reason, you must provide a new eligible method of payment immediately or we may suspend or revoke your participation to the Retreat. You will be liable for all outstanding payments, including third party payment provider

fees, any costs incurred by us trying to recoup the outstanding Retreat Fees such as debt collection agency costs, including any reasonable legal costs on any Fees that remain outstanding. For the period where your access is restricted or revoked, you acknowledge and agree that we will not be liable to you for any refund of the Retreat Fees due to a failure to pay Retreat Fees due to such restriction or revocation.

CANCELLATIONS

Cancellation of Retreat due to insufficient participants

We reserve the right to cancel the Retreat if it does not reach the maximum number of participants required for the program to be viable. In such an event, we shall notify all registered participants at least 30 days in advance of the scheduled program start date.

In the event of program cancellation under this clause, we shall provide full refunds of all retreat fees paid by participants. Refunds will be issued within 30 days from the date of cancellation.

Upon issuing of any refunds, we shall have no further liability or obligation to the participants, and participants agree to release us from any claims or damages arising from the cancellation.

REFUNDS

Prior to registering for our Retreat , please ensure that you have carefully considered whether the Retreat is right for you and any such consideration should also take into account the financial investment and time investment required on your part together with any potential external costs associated with attending the Retreat

We offer a limited number of spaces on our Retreat and putting such a Retreat together requires considerable time and financial effort on our part including securing the services of third party vendors and venues for which we are typically required to pay in advance, this investment takes into account the number of Retreat places we have made available.

Accordingly, after registration, we offer a refund with the following terms.

- Up to 30 days after booking - balance less 25% for non refundable deposit
- Within 45 days of the retreat - 50% of the balance paid
- No refund is available for amendments received within 29 days of the groups arrival date.

In order to obtain a refund, you must notify us within that time frame in writing to our email address jenn@jennodonovan.com.au or jules@shesthebossgroup.com.au and confirm the following:

- Your name;
- the email address You used to apply for the Retreat;
- Order Number; and
- Reason for cancellation

We will reply within 3 business days to inform you of the cancellation request outcome.

If you notify us within 29 days of the arrival date, you will not be entitled to a refund of any portion of your Retreat Fees as we will have had to hold your spot and pay fees to vendors allocated for your participation in the Retreat. You are responsible at all times for ensuring all payments are made as they fall due.

In the interests of your peace of mind, however, we will refund your deposit if you are unable to travel due to COVID-19 travel restrictions. If the Retreat is cancelled due to COVID-19 or another Force Majeure event, it will be rescheduled to a future date and any Retreat Fees paid will carry over.

Nothing in these Terms is intended to modify or otherwise effect your statutory rights under consumer laws or any other applicable legislation.

RETREAT ACTIVITIES

Retreat Benefits/ Entitlements

During the term of the Retreat, we will provide you with certain benefits and entitlements as notified on our Website or as otherwise notified to you in writing. To the extent you opt to use such benefits and/or entitlements, you agree that we cannot guarantee the accuracy or quality of such third party services or content and shall not be liable for such third party services and/or content.

Bonuses

At the time of enrolment, we may offer individuals bonuses to sign up for the Retreat. You are entitled to any bonuses on offer at the time of your registration. Please note that bonuses are not guaranteed to be available at all times and they may vary subject to any promotions we may have throughout the year.

Guest Content

During the Retreat, we may also provide you with certain benefits, such as products, programs, or workshops, which may be provided by third parties. We do not offer any guarantees regarding these benefits, including their accuracy or quality, the duration for which they are available or that they are suitable for your purposes.

Any individual who agrees to be interviewed as a guest or contributes content in any way, transfers all intellectual property rights to us in any such interview and where assignment is not possible, provides a non-revocable, perpetual licence to any such content.

Third Party Providers

Our Retreat may utilise third party services and content and every effort is made to select vendors who provide high quality services, however, You agree that we cannot guarantee the accuracy or quality of such third party services or content and shall not be liable for such third party services and/or content.

Online Group

Retreat participants may also be invited to participate in our online chat group, in order to be admitted and retain access to the online group, you will be required to comply with the online group rules, including the rules provided by the platform which hosts the group. Where You

breach the online group rules, Your access will be removed. We reserve the right to cease this online group without notice.

Exclusions

Except as advertised on our Website or as otherwise notified in writing to you, the Retreat, and the Retreat Fees, excludes all other things, including but not limited to:

- Travel insurance;
- Drinks (unless outlined in the meal inclusion);
- Expenses of a personal nature.
- Concerns (Dispute Resolution Procedure)

We are committed to providing a high standard of service. Should you have any concerns or are dissatisfied with the service You have received, then please submit Your concerns via our email jenn@jennodonovan.com.au or jules@shesthebossgroup.com.au and include the following information at a minimum:

- Your name;
- the email address You used to apply for the Retreat;
- details of Your concern or complaint;
- details of what You would like Us to do to resolve the matter; and
- copies of any relevant correspondence.

We will provide You with an acknowledgement of Your complaint within 3 business days of receipt. We will aim to resolve Your complaint within 14 business days of receipt. If We are unable to address the complaint within 14 business days, then We will write to You to explain what is happening with Your complaint.

Where a dispute cannot be resolved between the parties:

- **Mediation:** In the event of a dispute, the parties agree to first attempt to resolve the dispute through mediation. The parties will jointly select a mediator, who will be neutral and independent. If the parties are unable to agree on a mediator, they will request a list of mediators from a mutually agreed-upon mediation service and select a mediator from the list.
- **Arbitration:** If the dispute cannot be resolved through mediation, the parties agree to resolve the dispute through binding arbitration. The arbitration will be conducted in accordance with the rules of a mutually agreed-upon arbitration service. The arbitration will take place in a mutually agreed-upon location. The arbitrator will be selected from a list of arbitrators provided by the arbitration service. The arbitrator will be neutral and independent and have no prior relationship with either party.

The decision of the arbitrator will be final and binding on both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

The parties agree to keep any mediation [or arbitration] proceedings confidential, except as necessary to enforce the award or as required by law.

This mediation and arbitration clause will survive the termination or expiration of these Terms.

The costs of the mediation and/or arbitration shall be borne equally by the parties, unless otherwise agreed upon by the parties. Each party will be responsible for their own legal fees and expenses incurred in connection with the mediation and/or arbitration. However, if the arbitrator determines that one party was frivolous or acted in bad faith in bringing or defending a claim, the arbitrator may order that party to pay the reasonable costs and attorney's fees of the other party.

If you have infringed our intellectual property rights, the arbitrator shall have the authority to grant injunctive relief and monetary damages as appropriate to remedy the infringement, in accordance with applicable law. You acknowledge that the unauthorised use of our intellectual property rights can cause irreparable harm, and that injunctive relief may be necessary to prevent ongoing or future harm. The parties agree that the arbitrator's decision on the issue of infringement and the appropriate remedy shall be final and binding on the parties.

Participant Obligations

You acknowledge that you are solely responsible for determining whether our Retreat is appropriate for you, having considered your own personal circumstances.

You agree to provide us with all relevant information we request from you, and any other information we reasonably require to be able to provide the Retreat.

In order to have a Retreat that benefits all, it is important that all participants in the Retreat actively participate, this includes being committed to any scheduled meetings and events.

General Guidelines

In addition to any other guidelines, you must not, under any circumstances use the Retreat, the Retreat entitlements or benefits, the Website or any thing or any content provided to you through out, in the course of or because of the Retreat:

- for any unlawful purpose;
- to solicit others to perform or participate in any unlawful acts;
- to violate any international, federal, or state regulations, rules, laws, or local ordinances;
- attempt to change, remove, deface, hack or otherwise interfere with this Website or any material or content displaced on the Website;
- hack into any aspect of the Service; corrupt data; cause annoyance to other users;
- infringe upon the rights of any other person's proprietary rights;
- send any unsolicited advertising or promotional material, commonly referred to as "spam"; or
- attempt to affect the performance or functionality of any computer facilities of or accessed through the Website or Your Retreat participation.

Venue Guidelines

Participants of the Retreat program are required to comply with all rules and regulations set forth by the venue where the Retreat is held. Failure to adhere to these rules may result in penalties, including but not limited to, expulsion from the Retreat without refund.

Participants are responsible for familiarising themselves with the venue rules and regulations upon arrival. This includes but is not limited to rules regarding noise levels, cleanliness, smoking, vaping and any specific guidelines provided by the venue staff. Disruptive or disrespectful behaviour towards the venue staff or other participants will not be tolerated.

By enrolling in the Retreat program, participants acknowledge their responsibility to abide by the venue rules and agree to hold the organisers harmless from any liability arising from non-compliance.

The organisers reserve the right to enforce compliance with venue rules and regulations to ensure the smooth operation of the Retreat program and the overall experience for all participants.

Consent to Record Participation (Media Release)

You acknowledge and consent that part of your Retreat participation includes recording (in audio and/or video format) your participation in the Retreat, where you may feature prominently. These recordings are for the purposes of providing the Retreat and for us to use in our promotional material to market the Retreat. You acknowledge and agree to our use without restriction, including but not limited to our ability to use, modify, alter, publish, reproduce or distribute such recordings.

Where you have provided testimonials (in any format), you acknowledge that we may use these along with reference to you on our Site and social media channels, or any other avenue, for promotional and other purposes at our discretion.

Intellectual Property Rights

In relation to the Retreat Materials:

- We retain ownership of all Intellectual Property Rights (including Moral Rights) in Retreat Materials;
- the Retreat to the extent they contain Retreat Materials, You are granted (subject to You paying Retreat Fees) a limited right to use Retreat Materials and:
- it may only be used for the purposes set out in the Terms, as part of Your Retreat participation;
- You will not modify the Retreat Materials; and
- You will not sub-licence, publish, sell, or otherwise provide it or allow it to be used by third parties; and
- where You have provided testimonials (in any format), We may use those testimonials to refer to You in Our Websites, and other media (including social media channels) for the sole purpose of promoting Our Retreat.

For the purposes of this clause and the Terms, (“Retreat Materials”) means all tools developed and/or utilised by Us in performing the Retreat services, including, without limitation, Retreats, Retreat content, workshops, digital products (including ebooks), webinars, audio and videos.

Intellectual Property Right Consent and Indemnity

You represent and warrant that you are the owner of the intellectual property rights in any content You provide to Us (Participant Content) or that you have a license to use and distribute the Participant Content. You will indemnify Us against any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of any breach of intellectual property rights (including third party intellectual property rights) from Our use of the Participant Content.

By submitting your application and participating in our Retreat, you grant us a non-exclusive, irrevocable, royalty-free, perpetual license to use, modify, adapt, reproduce or communicate, your Retreat Content to the extent required to provide the Retreat.

Competitor Exclusion

Membership in our Retreat is limited to individuals and businesses who genuinely seek to benefit from the program and not for the purpose of gaining access to proprietary information, strategies, or contacts for competitive or malicious purposes. We reserve the right to deny or terminate inclusion to any individual or entity it reasonably believes is joining or participating in bad faith.

If your membership is terminated or denied based on a determination of bad faith or as a competitor, you acknowledge and agree that you shall not be entitled to any refunds of fees or any other compensation.

You further release us from any and all claims, liabilities, demands, actions, and causes of action arising from or related to your exclusion from the Retreat on the grounds of bad faith or competitive intent.

Non-Compete Clause

As a member of the Retreat, you agree not to engage in or provide the same or similar services or products to those offered by us for a period of 12 months after your membership ends.

This non-compete agreement specifically prohibits you from providing services or products that directly compete with our Retreat services, including but not limited to the Retreat format, and coaching program during the retreat.

You further agree not to use, disclose, or reproduce any of our intellectual property, including but not limited to proprietary materials, strategies, methodologies, trade secrets, and any other information gained access to during your membership in the Retreat, for any purpose other than your participation in the Retreat.

In the event that you breach these terms including infringing upon our intellectual property, you agree to pay \$20,000 as liquidated damages to us for each instance of violation.

We shall have the right to seek injunctive relief in a court of law to prevent any ongoing or potential violations of these Terms.

In addition to any damages and injunctive relief, you shall be responsible for covering our reasonable costs (including legal costs) incurred in enforcing these Terms.

Term and Termination

These Terms will remain in effect until the Retreat ends unless terminated earlier.

We may terminate the Terms with immediate effect, by giving You written notice if:

- You do not pay the Retreat Fees when due;
- You fail to comply with any of the provisions of these Terms or otherwise breach any undertaking, warranty or obligation under this agreement;
- engaging in conduct injurious or potentially harmful to Our reputation;
- disclosing Confidential Information without consent.
- You fail to conform or abide by Our applicable rules (including online group rules), policies or procedures;
- Your actions are contrary to Our interests; or
- We consider that mutual trust and/or confidence no longer exists.

If We terminate Your Retreat participation due to any of the grounds set out above, We may, but are not obliged to, refund any prorated balance of the Retreat Fee already paid by You.

Testimonials

On our Website we present real life examples and insights of other people's experiences for illustration purposes only and any results personally achieved are due to the individuals themselves. These testimonials show users what can be possible but are not intended to represent or guarantee that any current or future participants of our Retreat will achieve the same or similar results.

Disclaimer

You and We agree that:

- The Website, Retreat and content is provided on an 'as is' basis;
- You use the Website and Retreat at your own risk;
- You are solely responsible for deciding if the Retreat is right for you, including but not limited to ensuring that you have medical clearance to participate in all Retreat activities.

- We do not provide any legal, tax, or other professional advice and would advise that you seek expert professional advice before acting on any information provided to You.

Personal Responsibility

By participating in our Retreat, you acknowledge you are solely and personally responsible for any results you achieve. You further acknowledge and agree that you will undertake your own due diligence and judgement before applying anything you have gained or learned from your participation in our Retreat, taking into account your own personal circumstances. Any success you gain, will be dependent on your own efforts, commitment, motivation and intent to follow through.

No Guarantees

Under no circumstances, can we guarantee a particular result, whether financial, physical or otherwise. You acknowledge and agree that results may differ from person to person. Each person's individual success is completely dependent on their individual efforts, dedication, drive and motivation to succeed as well as many other additional factors. You acknowledge and agree that when you purchase the Retreat, participate in any coaching or purchase a product and /or service, that results may vary as there are too many variables to guarantee success. Any client reviews, statements or examples advertised or available on our Website or via any content we communicate with you (including any newsletter, social media or other advertising), are merely examples of what can be possible.

Warranties

The information and advice provided during Your Retreat is intended to be for educational purposes only and no warranty or condition of any kind (either express or implied), or fitness for a particular purpose or that any result or objective can or will be achieved or attained at all.

All express or implied warranties, representations, statements, terms and conditions relating to the Terms or its subject matter which are not contained in the Terms are excluded from the Terms to the maximum extent permitted by law.

By referencing any Retreats, courses, products or services throughout the Retreat, including any processes or other information, this does not constitute or imply Our endorsement, sponsorship or recommendation of the Retreats, courses, products or services.

Liability and Indemnity

You and We agree that:

- We and Our directors, agents or associates shall not be responsible or liable for any loss or damage resulting from Your Retreat participation, except as expressly permitted by law and as set out in these Terms.

- You have a number of rights and consumer guarantees under applicable consumer laws, including that Our services are fit for purpose, provided with acceptable levels of care and skill, and provided within a reasonable time-period.
- If during Your Retreat participation, We do not meet the guarantees above, please contact Us immediately and provide Us with details and evidence (if possible) of the problem, in accordance with the Complaints process set out above.
- If Our services are confirmed to have a major problem, We will re-supply the services or refund all or part of the Retreat Fee (as applicable) to Your original payment method. The applicable refund amount will be determined by the nature of the problem and the degree to which You may have been partially responsible for the problem.
- We do not offer refunds where You insisted on having the Retreat provided in a way that is contrary to Our advice, failed to consider if this Retreat was right for you or simply changed Your mind.
- We cannot guarantee and We do not promise any specific results from the Retreat.
- You will indemnify Us against all loss, cost, damage or expense (including Our legal costs and associated costs of investigations and enforcement) directly or indirectly related to Your breach of these Terms.
- Without limiting this section, We will not be liable to You for any liability or claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) resulting from:

Participating or inability to participate in the Retreat;

- statements or conduct of any third party or other Participant; or
- Your reliance on the recommendations and suggestions of any other Participant.

Confidentiality

All participants and ticket holders to our Retreat acknowledge that any confidential information shared by them or any confidential information we provide to them as Retreat participants is confidential and proprietary, and belongs solely to the disclosing party.

As the recipient of such information, we acknowledge that we have a duty to protect the confidentiality of such information and agree to take all reasonable steps to maintain its confidentiality.

We shall not disclose or use the confidential information for any purpose other than for the intended purpose of the Retreat, without the prior written consent of the disclosing party. In the event that disclosure of the confidential information is required by law or any regulatory authority, we will promptly notify the disclosing party in writing prior to disclosure.

We will not disclose any information you provide, except as set out in these Terms.

However, these obligations of confidentiality do not apply to any disclosure that:

- is for the purpose of performing the Terms or exercising a party's right under the Terms;
- is required by applicable law; or
- relates to Confidential Information that is publicly available through no fault of the receiving party or its personnel, or was rightfully received from a third party without restriction or breach of any obligation of confidence.

We shall not be held liable for any damages arising from the disclosure of such confidential information, provided that such disclosure was made in good faith and in compliance with any applicable laws or regulations.

Privacy

When You apply for Your Retreat, We will require You to provide Us with certain personal information about You; this may include information about your business affairs, financial affairs, and health. Your privacy is extremely important to Us and We take your privacy seriously. We will only use the personal information provided by You to Us strictly for the purposes of providing You with Our Retreat services and to market to You with Your consent. Where You wish to withdraw Your consent, You can unsubscribe within the body of any email We send or inform Us via email. We will disclose and deal with Your information in accordance with Our privacy policy which You can access at any time here at www.socialmediaandmarketing.com.au

Miscellaneous

Relationship of parties

You and We agree that We are independent contractors and that the relationship between You and Us does not constitute a partnership, joint venture, agency or the relationship of employer and employee. You must not hold yourself out as being entitled to contract, make any representations or otherwise bind Us.

Electronic Communications and Electronic Signatures

You acknowledge and agree that you will be bound by any affirmation, acceptance or agreement that is transmitted through this Website, including but not limited to any consent you provide to receive communications from us solely by means of electronic transmission. You further acknowledge and agree that when you click on or tick "I agree", "I consent", or other similarly worded click or tick options by electronic means using an electronic device such as a mobile phone, tablet, desktop, laptop or any other computer device capable of allowing you to click or tick, your agreement and/or consent will be legally binding and enforceable and will be deemed to be as effective as if you had written your signature by hand.

Non-Disparagement

Without limiting either party's rights, each party agrees not to disparage the other or provide negative feedback in a public forum (such as social media or an online review platform) at any time during or following provision of the Services. Where one party is dissatisfied, the issue must be dealt with in accordance with the provision of these Terms relating to disputes.

Ability to amend terms

We reserve the right to change or to modify these Terms, Retreat benefits or entitlements at any time without notice. In the event that we make changes or replacements to the benefits or entitlements originally offered during the Retreat and if these changes impact participants who are already enrolled in the current Retreat and have not received these benefits we will make a reasonable effort to ensure that any new benefits or entitlements provided are of an equivalent or comparable value to those being replaced. We will communicate such changes to participants as soon as practicable and will provide details regarding the replacement benefits or entitlements.

Interpretation of terms

Whenever possible, each provision of the Terms will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Terms is held invalid or unenforceable, the remainder of the Terms will nevertheless remain in full force and effect and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

Assignment

You cannot assign the Terms or otherwise deal with the benefit of it or a right under it without Our prior written consent. We may assign or novate the Terms or otherwise deal with the benefit of it or right under it without Your consent.

Entire Agreement

The Terms (together with our Privacy Policy, online group rules and disclaimers constitutes Our entire agreement with You about the subject matter and supersedes all previous agreements, understanding and negotiations, whether oral, written or electronic, in respect to the Website, your use of the Website and attendance at the Retreat.

Governing law

The formation, construction, performance and enforcement of the Terms will be in accordance with the laws in force in Australia. You and We submit to the non-exclusive jurisdiction of the courts of that jurisdiction.