

Spiritual Metamorphosis

MEMBERS AGREEMENT

Spiritual Metamorphosis Pty Ltd (ACN 002 557 548)
PO Box 69
Black Rock
Victoria 3193
Australia

**PRINT, SIGN AND SEND THE SIGNED
AGREEMENT AT THE CONCLUSION OF THIS
DOCUMENT**

PART ONE

PROGRAM SUITABILITY

I understand that the Spiritual Metamorphosis program is not a therapeutic vehicle for persons requiring assistance with any medical, psychological or nervous dysfunction. I understand it is an educational personal growth program that uses visualization techniques only suited to persons who are in a healthy psychological and neurological condition.

I will not hold Spiritual Metamorphosis Pty Ltd (ACN 002 557 548) nor any of its representatives or employees responsible or liable for any loss, damage or injury to me or my property from any adverse effects associated with or resulting from the use of misuse of any part to the Spiritual Metamorphosis program (howsoever arising, including negligence.) I indemnify Spiritual Metamorphosis Pty Ltd from any claim made against it by persons suffering loss, damage or injury through use or misuse of any part of the Spiritual Metamorphosis program where that person has obtained any part of the Spiritual Metamorphosis program directly or indirectly from or through me in breach of this Agreement (Clause 4 below.)

Therefore:

1. I declare that I do not suffer from any neurological, psychiatric or brain disorder, nor am I aware of any unresolved or lingering disorder from the past that may be a contraindication against the safe practice of meditative or mind-altering techniques as may be supplied in the course of the program.
2. I agree to supply Spiritual Metamorphosis Pty Ltd with a current certificate of health from my own qualified health practitioner in which they state they believe I am now fit to undertake this program if I have in the past suffered a severe neurological or psychiatric disorder.*
3. I accept full responsibility for the personal use of the material and agree that I shall withdraw from the program if at any time I do not feel that it is safe for me to use.
4. I agree not to pass any Spiritual Metamorphosis visualization or material to others, or copy, alter or reproduce such visualization or material unless licensed to do so as an accredited facilitator.

PART TWO

USE OF ONLINE FACILITIES AND MATERIAL

Spiritual Metamorphosis Network (SMN) is an Internet-based online service provided to support students and practitioners of the spiritual development process and program provided by Spiritual Metamorphosis Pty Ltd (ACN 002 557 548) subject to the terms and conditions of this Member Agreement ("Agreement"). This Agreement constitutes the entire agreement between you as a fee-paying student or subscribing member of SMN (referred to hereafter as Member) and Spiritual Metamorphosis Pty Ltd. By using SMN, you confirm your acceptance of, and agree to be bound by, this Agreement.

1. Members Information

The name, address and payment information that you provide when you enroll in SMN, together with information regarding the manner in which you use SMN, will not be processed or disclosed by Spiritual Metamorphosis Pty Ltd. except as permitted by this Agreement.

2. SMN Members Usage

2.1 You may participate in the Questions and Answers message board, download and upload files, engage in such online conferences and chats as may be held, and otherwise use SMN as permitted by this Agreement, SMN's policies and applicable law. Files that you upload and your activity in conferences and chats are subject to review, modification and deletion without notice by the manager responsible for web site management (or by an individual designated by the manager for such purpose). SMN policies relating to online conduct, retrieving and storage of uploaded files, conferences, forum section, and other matters are available online and in the published material in Unit 1 of the Spiritual Metamorphosis Pty Ltd program. Spiritual Metamorphosis reserves the right in its sole discretion to change SMN policies at any time. Files uploaded to the Library or the section entitled *First Experiences* may be subject to posted limitations on usage, reproduction and/or dissemination, and you are responsible for adhering to such limitations if you download them.

2.2 You are responsible for your communications via, and your use of, SMN. You may not, under any circumstances, do any of the following: a) publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information relating to financial or investment advice via SMN; b) use SMN to threaten, harass, stalk, abuse, or otherwise violate the legal rights (including rights of privacy and publicity) of others; c) upload files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights thereto or have received all necessary consents; d) upload files that contain a virus or corrupted data; e) delete any author attributions, legal notices or proprietary designations or labels in a file that you upload to the library or forum sections; f) falsify the source or origin of software or other material contained in a file that you upload to the library or forum sections; g) use SMN in a manner that adversely affects the availability of its resources to other Members; h) send e-mail to Members for any purpose other than personal communication. You may not use e-mail to advertise or offer to sell goods or services to other Members (except as otherwise expressly permitted by Spiritual Metamorphosis Pty Ltd); i) download files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, or any other applicable law unless you own or control the rights thereto or have received all necessary consents; or j) act, or fail to act, in your use of SMN, in a manner that is contrary to applicable law or regulation. In addition, each time you upload a file on SMN you represent and warrant that you own or otherwise control the rights or have the necessary consents to do so, and you grant every other Member the right to download and use such file for personal use. Your failure to observe any of the foregoing limitations or obligations may result in civil or criminal liability, as well as termination of your membership.

- 2.3** You agree to: a) maintain all equipment required for your access to and use of SMN; b) maintain the security of your Member identification, password and other confidential information relating to your SMN account; and c) be responsible for all charges resulting from use of your SMN account, including unauthorized use prior to your notifying Spiritual Metamorphosis Pty Ltd of such use and taking steps to prevent its further occurrence by changing your password. Information on how to protect the security of your SMN account (including changing your password) is available from Spiritual Metamorphosis Pty Ltd PO Box 69, Black Rock, Victoria 3193, Australia
Ph: (03) 9589 0488.
- 2.4** Either you or Spiritual Metamorphosis Pty Ltd may terminate your SMN membership at any time, with or without cause, upon notice. Spiritual Metamorphosis Pty Ltd also reserves the right to terminate or suspend your SMN membership or delete any content that Spiritual Metamorphosis Pty Ltd believes infringes clause 2.1 or is inappropriate without prior notice, but Spiritual Metamorphosis Pty Ltd will confirm such termination or suspension by subsequent notice.

3. Members Usage

- 3.1** Spiritual Metamorphosis Pty Ltd reserves complete and sole discretion with respect to the operation of SMN. Spiritual Metamorphosis Pty Ltd may, among other things: a) monitor conferences and chats and authorize restrictions on access thereto, and; b) withdraw, suspend or discontinue any functionality or feature of SMN.
- 3.2** Spiritual Metamorphosis Pty Ltd will not distribute uploaded files outside SMN or the web site without the uploading student's or Member's consent.

1. Member Presentations

You agree to be financially responsible for your use of SMN and to comply with your responsibilities and obligations as stated in this Agreement.

2. Content

SMN and Spiritual Metamorphosis Pty Ltd do not endorse or stand behind the accuracy, truthfulness or reliability of any information (including statements of opinion or advice) provided on or by means of SMN, other than information provided by authorized Spiritual Metamorphosis spokespersons. Statements made in communications to SMN reflect only the views of their authors. Their views do not necessarily reflect those of Spiritual Metamorphosis Pty Ltd. Advice received via SMN should be taken with discernment. Such advice should be considered as opinion to be assessed with other feedback. With regard to important personal or financial decisions, you are advised to consult an appropriate professional for specific advice tailored to your situation.

3. Ownership

All programs, services, processes, designs, software, technologies, trademarks, trade names, (including the use of the name Spiritual Metamorphosis and abbreviations (SM and SMN) where such abbreviations refer to this program and service) inventions and materials comprising the Spiritual Metamorphosis educational material and the SMN web site and all services and merchandise offered by Spiritual Metamorphosis are wholly owned by Spiritual Metamorphosis Pty Ltd except for such material as is uploaded to the SMN by Members, in which case the Member will retain his or her intellectual property rights in the material and will grant to Spiritual Metamorphosis Pty Ltd an irrevocable license to use such material for its own purposes. No portion of this material may be used to indicate or imply support for a particular philosophy or agenda without the written permission of the authors. Not translation of the material may be distributed without the direct participation and consent of the copyright holders. Spiritual Metamorphosis Pty Ltd has a compilation copyright in SMN and its web site, but does not possess, claim ownership, of or exert control over individual uploaded files in *First Experiences*, the Questions and Answers message board or the Library or the intellectual property contained therein.

All communications from Fiona McDougall and Suzie St. George and other accredited purveyors of information pertaining to the program are owned and copyrighted by Spiritual Metamorphosis Pty Ltd.

7. No Warranties & Limitations of Liability

- 7.1** SMN and all SMN software and services are provided "as is," and SMN and Spiritual Metamorphosis Pty Ltd make no express or implied representations or warranties to you

regarding the usability, condition or operation thereof. SMN and Spiritual Metamorphosis Pty Ltd do not warrant that access to or use of SMN will not be interrupted or error-free or that SMN or SMN software or services will meet any particular criteria of performance or quality. To the maximum extent permissible by law, SMN and Spiritual Metamorphosis Pty Ltd expressly disclaim all implied warranties including without limitation, warranties of merchant ability, title, fitness or a particular purpose, non-infringement, compatibility, security, or accuracy. Where a warranty implied by law may not be excluded or modified but may be limited as follows, you shall solely be entitled to (in the case of goods) the replacement of the goods, the supply of equivalent goods, the repair of the goods or the payment of the cost of replacing the goods or of acquiring equivalent goods, and (in the case of services) the supplying of the services again or the payment of the cost of having the services supplied again.

7.2 Your use of SMN and all SMN software and services is at your own risk. You assume full responsibility and risk of loss resulting from your downloading and/or use of files or other material (including SMN software) obtained through SMN. You agree that SMN, Spiritual Metamorphosis Pty Ltd, and providers of telecommunications and network services for SMN will not be liable for damage (including consequential or special damage) arising out of your use of or inability to use SMN or any SMN software or services, or the goods or services they provide, and you hereby waive any claims with respect thereto, whether based on contractual, or other grounds including negligence, even if SMN or Spiritual Metamorphosis Pty Ltd has been advised of the possibility of damages. SMN's and Spiritual Metamorphosis Pty Ltd's liability to you for breach of this agreement is limited to the amount actually paid by you for access to and use of SMN. You hereby release SMN and Spiritual Metamorphosis Pty Ltd from any and all obligations, liabilities and claims in excess of this limitation. Some jurisdictions do not allow implied warranties to be excluded or modified or liability to be limited, so not all of the above limitations may apply to you.

7.3 You agree to indemnify Spiritual Metamorphosis Pty Ltd, SMN their directors and employees against any claims (whether successful or not, including all legal costs) made against one or more of them in relation to material uploaded by you or by other persons logging on as you whether or not these persons were authorized by you to do so.

8. Charges

8.1 You agree to pay all charges (including, without limitation, the SMN Member fees) for your use of SMN at the prices then in effect for your country of residence. Spiritual Metamorphosis Pty Ltd reserves the right to change prices or institute new charges for access to or use of SMN at any time upon not less than thirty (30) days' notice to students and Members.

8.2 Your SMN fees as charged by Spiritual Metamorphosis Pty Ltd are payable in advance and are non-refundable (including where Spiritual Metamorphosis Pty Ltd exercises its rights under Clause 2.4). You can pay these fees by credit/debit card or by check/money order. Arrangements for method and frequency of payment are to be arranged by calling or e-mailing the Spiritual Metamorphosis Pty Ltd offices. You must promptly notify Spiritual Metamorphosis Pty Ltd of changes to: a) the account number or expiration date of your designated card, and; b) your billing address. You must also promptly notify Spiritual Metamorphosis Pty Ltd if your card is cancelled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure or use of your Member identification or password.

9. Payments

Spiritual Metamorphosis Pty Ltd reserves the right to suspend or terminate your SMN membership without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to Spiritual Metamorphosis Pty Ltd when Spiritual Metamorphosis Pty Ltd believes you are liable for the charge.

10. Assignment

Your SMN membership is personal. You agree not to assign, transfer or sub-license your rights as a Member.

11. Indemnification

You agree to indemnify SMN and Spiritual Metamorphosis Pty Ltd from and against any and all liabilities, expenses (including legal fees) and damages arising out of claims based upon use of your SMN account, including any claim of libel, defamation, violation of rights of privacy or publicity, loss of service by other Members and infringement of intellectual property or other rights. Spiritual Metamorphosis Pty Ltd will notify you promptly of any claim for which SMN or Spiritual Metamorphosis Pty Ltd seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to SMN's or Spiritual Metamorphosis Pty Ltd's interests, as reasonably determined by SMN or Spiritual Metamorphosis Pty Ltd.

12. Notices and Consent

12.1 Notices given by Spiritual Metamorphosis Pty Ltd to you will be given by e-mail, fax, by a general posting on the web site, or by conventional mail. In any matter requiring Spiritual Metamorphosis Pty Ltd's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of Spiritual Metamorphosis Pty Ltd.

12.2 Notices given by you to Spiritual Metamorphosis Pty Ltd must be given by e-mail or by conventional mail. Notices to SMN or Spiritual Metamorphosis Pty Ltd by conventional mail must be sent to Spiritual Metamorphosis Pty Ltd, Attn.: Member Services, PO Box 69, Black Rock, Victoria 3193 Australia.

12. Effective Date and Changes to Terms

This Agreement takes effect on the date on which you first use SMN services and continues until your SMN membership is terminated either by you or by termination dates set by Spiritual Metamorphosis Pty Ltd (though clauses 2.2, 4, 5, 6, 7, 8, 11 and 14 will survive the termination of this Agreement). Spiritual Metamorphosis Pty Ltd reserves the right to change this agreement at any time by posting changes online. You are responsible for reviewing regularly information posted online in the section Latest News to obtain timely notice of such changes. Your non-termination or continued use of SMN after changes are posted constitutes your acceptance of this agreement as modified by the posted changes.

14. General

14.1 This Agreement is governed by the laws of the State of Victoria and you consent to the exclusive jurisdiction and venue of courts in Victoria in all disputes arising out of or relating to your use of SMN or your SMN membership.

14.2 You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and SMN, or between you and Spiritual Metamorphosis Pty Ltd as a result of your use of SMN or your SMN membership in itself. You agree not to hold yourself out as a representative, agent or employee of SMN or Spiritual Metamorphosis Pty Ltd unless you have a legal contractual arrangement to represent them and that neither SMN nor Spiritual Metamorphosis Pty Ltd will be liable by reason of any representation, act or omission to act by you.

14.3 Spiritual Metamorphosis Pty Ltd performance under this Agreement is subject at all times to existing laws and legal process and nothing contained in this Agreement is in derogation of Spiritual Metamorphosis Pty Ltd's right to comply with law enforcement requests or requirements relating to a Member's use of SMN or information provided to or gathered by Spiritual Metamorphosis Pty Ltd with respect to such use.

14.4 This Agreement constitutes the entire agreement between SMN and Spiritual Metamorphosis Pty Ltd and you with respect to your use of SMN and your SMN membership, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between SMN and Spiritual Metamorphosis Pty Ltd and you with respect thereto.

**PRINT AND SEND THE SIGNED STATEMENT BELOW
TO: PO Box 69, Black Rock, Victoria, 3193, Australia**

I have read the Spiritual Metamorphosis Network Agreement in full and I accept its terms. In particular I note that I am physically fit to practice visualizations. * I will not share the visualizations with any other party in any form without the written consent of the authors.

(Please complete)

Signature	
Date	
Name in Full	
Postal Address	
	Post Code/ Zip:
E-mail address	
Preferred day time phone	()
Preferred evening phone	()
Facsimile	()
International code	
WITNESS	
Witness signature	
Name in full	
Postal Address	
Date	
(Office Use Only) MEMBERSHIP NUMBER	

* I enclose a current medical certificate of health in view of the fact that I have suffered in the past from a psychiatric or neurological disorder.