

Terms & conditions of coaching & membership subscriptions

All references to My Evolution Journey “the Company”, “we”, “us” and “our” in these terms and conditions are deemed to refer to My Evolution Journey (Evolution Incorporated coaching & consulting) a private company incorporated in the Republic of South Africa.

This membership agreement is entered into by (“the Company”) through (“membership subscription package”) The Upper Room Evolution collective or “coaching subscription packages” & (“the subscribed member”) and comes into effect from the date of subscription entered into through purchase of an agreed (“coaching subscription packages”) or (“membership subscription package”) through (“the website”) myevolutionjourney.com.

1. Payment

1.1. Payment for (“coaching subscription packages”) or (“membership subscription packages”) can be made via the payment method provided by our authorised payment solution providers PayFast. These will be subject to the Payfast end user terms and conditions and are available here:

<https://www.payfast.co.za/end-user-agreement>

1.2. You will be entered into a ‘subscription agreement’ through the purchase & payment via “the website”. This is a legally binding agreement according to the terms & conditions of the agreed (“coaching subscription packages”) or (“membership subscription package”). The Terms and Conditions are in addition to the terms and conditions of sale & the terms & conditions of use of the Website, which can be viewed at Terms & Conditions.

1.2. Once you tick the box labelled “I accept”, these Terms and Conditions form a legally-binding agreement between you and the Company.

2. Member benefits

As part of The Upper Room, (“coaching subscription packages”) or (“membership subscription package”). You will receive the following benefits:

- 2.1. Access to locked rate according to your (“coaching subscription packages”) or (“membership subscription package”)
- 2.2. Access to membership courses through The Evolution Academy
- 2.3. Access to specific FREE downloads for the duration of your subscription
- 2.4. Access to The Upper Room membership for the duration of your subscription
- 2.5. Access to private community groups for the duration of your subscription
- 2.6. Access to The Upper Room Zoom lives for the duration of your subscription
- 2.7. Access to monthly challenges & awards for the duration of your subscription
- 2.8. Access to specified discounts on coaching & group programmes for the duration of your subscription

2.1. Coaching subscription packages specifications:

2.1.1. Discovery deep dive:

- 1 x 90 minute coaching session
- colour therapy
- Post session appropriately related themed reflection or FREE ebook
- 1 month FREE access to The Upper Room membership (silver) membership

2.1.2. Snack stop:

- 1 x 60 minute coaching/ mentoring/ guidance session directed by a theme being covered in The Upper Room membership
- Post session appropriately related themed reflection or FREE ebook
- 1 month FREE access to The Upper Room membership (silver) membership

2.1.3 V.I.P- Vision-Intention-Purpose:

- 1 Weekly 90 minute coaching session
- Weekly post session themed reflection
- Weekly check ins/ accountability where required
- 1 month access to The Upper Room membership (silver) membership
- Limited pocket coaching
- 1 FREE e book of your choice from academy

2.1.4 Amble- 3 month elevation

- 1 Weekly 90 minute coaching session
- Weekly post session themed reflection
- Weekly check ins/ accountability where required
- 3 months access to The Upper Room membership (silver) membership
- Limited pocket coaching
- 1 FREE e book of your choice from academy

2.1.5 Pursuit- 6 month elevation

- 1 Weekly 90 minute coaching session
- Weekly post session themed reflection
- Weekly check ins/ accountability where required
- 6 months access to The Upper Room membership (gold) membership
- unlimited pocket coaching within agreed times
- 2 FREE e books of your choice from academy

2.1.6 Venture- 12 month elevation

- 1 Weekly 90 minute coaching session
- Weekly post session themed reflection
- Weekly check ins/ accountability where required
- 12 months access to The Upper Room membership (platinum) membership for the duration of the package
- unlimited pocket coaching within agreed times
- 2 FREE e books of your choice from academy
- Quarterly celebration lunch

2.2 Membership subscription packages specifications:

2.2.1 SILVER edition- month to month

Monthly subscription charge will be ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation.

- 1 NEW video course per month for the duration of the subscription
- Editable PDF workbooks & learner guides for the duration of the subscription
- Lifetime access to community courses & modules for the duration of the subscription
- Access to private membership & clubs for the duration of the subscription
- Monthly BBA awards for the duration of the subscription
- Monthly challenges for the duration of the subscription
- FREE monthly downloads for the duration of the subscription

2.2.2. GOLD edition- 6 month price lock

Monthly subscription charge will be charged for 6 months & ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation.

- 1 NEW video course per month for the duration of the subscription
- Editable PDF workbooks & learner guides for the duration of the subscription
- Lifetime access to community courses & modules for the duration of the subscription
- Access to private membership & clubs for the duration of the subscription
- Monthly BBA awards for the duration of the subscription
- Monthly challenges for the duration of the subscription
- FREE monthly downloads for the duration of the subscription

Extras

- 1 FREE mentoring session during every 6 month period
- 5% discount on all one to one coaching for the duration of the subscription
- 5% discount on all group programs & workshops for the duration of the subscription

2.2.3. PLATINUM edition- 12 month price lock

Monthly subscription charge will be charged for 6 months & ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation.

- 1 NEW video course per month for the duration of the subscription
- Editable PDF workbooks & learner guides for the duration of the subscription
- Lifetime access to community courses & modules for the duration of the subscription
- Access to private membership & clubs for the duration of the subscription
- Monthly BBA awards for the duration of the subscription
- Monthly challenges for the duration of the subscription
- FREE monthly downloads for the duration of the subscription

Extras

- MPower hour weekly access via Zoom
- 2 FREE mentoring session during every 12 month period
- 10% discount on all one to one coaching for the duration of the subscription
- 10% discount on all group programs & workshops for the duration of the subscription

3. Member dues:

As part of My Evolution Journey (“coaching subscription packages”) or The Upper Room (“membership subscription package”). You will be liable for the following according to your subscription sign up:

3.1. Coaching subscription packages specifications:

- **Discovery deep dive- R1200 once off payment**
- **Snack stop- R500 once off payment**
- **V.I.P- Vision-Intention-Purpose- 4 week programme: R4800 once off payment**
- **Amble- 3 month elevation - R3600 per month for 3 months**
- **Pursuit- 6 month elevation- R2800 per month for 6 months**
- **Venture- 12 month elevation- R2000 per month for 12 months**

3. 2. Membership subscription packages specifications:

3.2.1. SILVER edition- month to month- R299 per month

Monthly subscription charge will be ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation.

3.2.2. GOLD edition- 6 month price lock- R249 per month for 6 months

Monthly subscription charge will be charged for 6 months & ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation. Membership CANNOT be cancelled within the 6 month period.

3.2.3. PLATINUM edition- 12 month price lock -R199 per month for 12 months

Monthly subscription charge will be charged for 6 months & ongoing until “the member” elects to cancel by means of an official email letter requesting cancellation. Membership CANNOT be cancelled within the 12 month period.

4. Restrictions

As part of My Evolution Journey (“coaching subscription packages”) or The Upper Room (“membership subscription package”), “the member” agrees that they will not:

- Share their login information with non members
- Reproduce any of the information received as part of their membership
- Share any copies of material, tools or information with non members
- Post inappropriate, inaccurate, or offensive content to membership forums & discussions
- Duplicate, adjust, alter, plagiarise any material from “the Academy” or “the Membership”

5. Disclaimer

All material, tools, information & communication shared as part of My Evolution Journey (“coaching subscription packages”) or The Upper Room (“membership subscription package”), are meant to help you identify the areas in your life and in your thinking that may be standing in your way. Coaching is not professional mental health care or medical care. If psychologically stressed to the point that it is interfering with your ability to function, please have the courage to seek the help you need in the form of a professional counsellor. Coaching may augment your therapy, but the work of coaching is meant to be done when major emotional and psychological wounds are already healing or healed.

By subscribing to (“coaching subscription packages”) or The Upper Room (“membership subscription package”), you confirm that you have read and agreed to each of the below statements and that you wish to proceed:

- I understand that the coaching services I will be receiving from my Coach are not offered as a substitute for professional mental health care or medical care and are not intended to diagnose, treat or cure any mental health or medical conditions. I also understand that my Coach is not acting as a mental health counsellor or a medical professional.
- I understand that coaching is, at present, an unregulated industry and that my Coach is not licensed by any internationally recognised regulator. I also understand that for all legal purposes, the services provided by my Coach will be considered to be provided from any remote location worldwide or otherwise in the Republic of South Africa.
- I understand and agree that I am fully responsible for my well-being during my coaching sessions, and subsequently, including my choices and decisions.
- I understand that coaching is not a substitute for counselling, psychotherapy, psychoanalysis, mental health care or substance abuse treatment, and I will not use it in place of any form of therapy.
- I understand that all comments and ideas offered by my Coach are solely for the purpose of aiding me in achieving my defined goals. I have the ability to give my informed consent, and hereby give such consent to my coach to assist me in achieving such goals and aims.

- I understand that to the extent our work together involves career or business, my Coach is not promising outcomes included but not limited to increased clientele, profitability and or business success.
- I understand that my Coach will protect my information as confidential unless I state otherwise in writing. If I report child, elder abuse or neglect or threaten to harm myself or someone else, I understand that necessary actions will be taken and my confidentiality agreement limited in this capacity. Furthermore, if my Coach is ordered by a court to provide information or to testify, they will do so to the extent that the law requires.
- I understand that the use of technology is not always secure and I accept the risks of confidentiality in the use of email, text, phone, Zoom and other technology.
- I hereby release, waive, acquit and forever discharge my Coach, any agents, successors, assigns, personal representatives, executors, heirs and employees from every claim, suit action, demand or right to compensation for damages I may claim to have or that I may have arising out of acts or omissions by myself or by my Coach as a result of the advice given by my Coach or otherwise resulting from the coaching relationship contemplated by this agreement. I further declare and represent that no promise, inducement or agreement not expressed in this agreement has been made to me to sign this agreement. This agreement shall bind my heirs, executors, personal representatives, successors, assigns, and agents.

6. Liability

As part of My Evolution Journey (“coaching subscription packages”) or The Upper Room (“membership subscription package”), “the member” agrees that they will not hold ‘the Company’ liable for any tangible or intangible damage that might occur while participating in the membership.

7. Termination of Sales & Cancellation of Orders

7.1. The Company reserves the right, for purposes of preventing suspected fraud , to refuse to accept or process payment on any (“coaching subscription packages”) or The Upper Room (“membership subscription package”) , and/or to cancel any (“coaching subscription packages”) or The Upper Room (“membership subscription package”) concluded between you and the Company, in whole or in part, on notice to you.

7.2. For certain exceptions, and subject to certain charges, the Electronic Communications and Transactions Act 25 of 2002 (“ECT Act”) entitles you to cancel any sale concluded on this Website within 7 days after date of receipt of the goods and to obtain a full purchase price refund.

8. Privacy

8.1. We take the security of your payment and personal information seriously. All personal information that you provide to us is subject to our Privacy Policy.

8.2. However, due to the nature of the Internet, we cannot guarantee that your communications will be free from unauthorised access by third parties. Accordingly, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGES ARISING FROM THIRD PARTIES’ UNAUTHORISED ACCESS OF YOUR DATA.