



## **Terms And Conditions Of Service**

1. This program / course / once-off service / challenge / workshop / masterclass / VIP service is intended for biological women who want to step into their divine feminine empowerment. Should you purchase this program / course / once-off service / challenge / workshop / masterclass / VIP service not adhering to this guideline you will have access to the course material but may be denied entrance to the VIP group and other services.

By making a purchase and choosing to participate in the 'Manifestation Cheat Code' program / course / once-off service / challenge / workshop / masterclass / VIP service, by doing so, you (the "Client") irrevocably agree that Megan Cleland trading as New Earth Utopia (Pty) Ltd (the Company), also referred to as "the Service" or "we/us", approves your application and accepts you as a 'Manifestation Cheat Code' including program / course / once-off service / challenge / workshop / masterclass / VIP service participant.

Currently the 'Manifestation Cheat Code' including any program / course / once-off service / challenge / workshop / masterclass / VIP service (the "Agreement") automatically becomes a binding contract between you and the Company, regarding your participation program / course / once-off service / challenge / workshop / masterclass / VIP service. By signing below, through the purchasing of this program / course / once off service / challenge / workshop / masterclass / VIP service, you acknowledge that you have read, agree to and accept all terms and conditions stated in this Agreement. We have the right to amend this Agreement at any time by sending you a revised version at the address you provided.

## **2.POPI (Protection Of Personal Information)**

By participating in Megan Cleland trading as New Earth Utopia (Pty) Ltd video calls, workshops, or online platforms, you agree that sessions may be recorded and shared publicly, including your contributions. Your email address and participation in group settings may also be visible to others. If you do not wish to be included, please refrain from participating.

New Earth Utopia complies with the POPI Act and respects your privacy.

Your purchase of this program / course / once off service / challenge / workshop / masterclass / VIP service means you give consent to receive future marketing emails and updates.

You may opt out at any time.

### **3. Payment**

3.1 By completing the Application and/ or payment checkout, you are providing permission to move forward, the Client authorises the Company to charge the credit or debit card provided, or debit your bank account, as payment for participation in the program / course / once off service / challenge / workshop / masterclass / VIP service, if the Company approves your Application.

3.2 The Client also understands that no refunds will be issued.

3.3 Our pricing is subject to changes in the exchange rate between the U.S. Dollar (USD) and the South African Rand (ZAR). Should the value of the USD fall below R16.30, we reserve the right to adjust the subscription price to account for the change. You will be notified of any price adjustments and given the option to either accept the new pricing or cancel your membership.

### **4. Payment Plan Administration**

We will set up your payment plan through Paystack in ZAR or PayPal in Dollars. These will be processed by us automatically as scheduled.

### **5. Refund**

This program / course / once-off service / challenge / workshop / masterclass / VIP service has a no refund policy.

If there are unforeseen circumstances such as death or illness an application can be made to change the date of participation. Additional documentation may be required to make such an adjustment such as death certificates or doctors letters.

### **6. Sessions and Group Access**

**1:1 Sessions:** To reschedule or cancel a 1:1 session, you must provide at least 48 hours' notice. Failure to do so will result in the forfeiture of the session. A maximum of one reschedule is permitted per session.

**Group Coaching:** The schedule for group coaching calls is subject to change at any time. While we will make every effort to provide advance notice, it is not guaranteed as we are human and sometimes human things happen.

**Scheduled Breaks:** To maintain the quality of our coaching, we will take scheduled breaks throughout the year. The current schedule includes one week off every two months and a three-week break during December/January. This schedule is subject to change at our discretion and without prior notice. We will make every effort to provide fair warning of any changes. During these breaks, the Facebook group and live coaching calls will be closed;

however, all course materials and previous recordings will remain accessible for your support.

## **7. Termination**

The Company is committed to providing all program / course / once-off service / challenge / workshop / masterclass / VIP service participants with a positive experience. By signing below, through purchasing the program / course / once-off service / challenge / workshop / masterclass / VIP service the Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend or cancel a member's participation in the program / course / once-off service / challenge / workshop / masterclass / VIP service without refund if you become disruptive or difficult to work with, or if you are difficult to get a hold of, do not do the designated homework on a weekly basis during the program / course / once off service / challenge / workshop / masterclass / VIP service.

You may opt out of your membership at any time. You will have access for the remainder of your debit order terms and thereafter lose access to the course material as well as Facebook community.

Please ensure you cancel your membership subscription debit order 48 hours before it is due to go off.

If something happens that is out of our control, we have the right to interchange our coaches, trainers and dates at our discretion. We will do our best to remain consistent, however, cannot be liable for things that are out of our control.

## **8. Privacy**

The Company respects your privacy. The Company agrees to not disclose any information and operates under strict confidentiality to the Client.

However, the company is unable to protect anonymity within the Facebook group. Belonging to the Facebook group, the client agrees and understands that other participants may see who they are and what they post within the group.

We respect confidential and proprietary information ideas, plans and trade secrets (collectively, "Confidential Information").

By signing below, by purchasing the program / course / once-off service / challenge / workshop / masterclass / VIP service the Client agrees:

8.1 not to infringe any of the Company's copyright, patent, trademark, trade secret or other intellectual property rights;

8.2 that any and all issues discussed in the context of the program / course / once-off service / challenge / workshop / masterclass / VIP service are confidential, and will be treated as such, unless the Company gives their expressed written permission to participants communicating and authorising otherwise;

8.3 all materials and information provided to you by the Company are its confidential and proprietary intellectual property, belong solely and exclusively to the Company and may only be used by you as authorised by the Company; and

8.4 the reproduction, distribution, and sale of these materials by anyone but the Company is strictly prohibited.

Further, by signing below, by purchasing the program / course / once-off service / challenge / workshop / masterclass / VIP service the Client agrees that, if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

The Client agrees to allow for screenshots of their wins, posts and feedback to be shared publicly for promotional purposes so long as the Client's name and photo are privacy protected and removed from the image in question.

## **9. Personal Responsibility**

The Company has made every effort to accurately represent the 'Manifestation Cheat Code' including any program / course / once-off service / challenge / workshop / masterclass / VIP service and its potential. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. By signing below, the Client acknowledges that as with any business endeavor, there is an inherent risk of loss of capital and there is no guarantee that you will earn any money as a result of your participation in the program / course / once-off service / challenge / workshop / masterclass / VIP service.

By signing below, through purchasing the program / course / once-off service / challenge / workshop / masterclass / VIP service, the Client also acknowledges that you have represented to the Company that payment of your program / course / once-off service / challenge / workshop / masterclass / VIP service membership fees will not place a significant financial burden on you or your family. The program / course / once-off service / challenge / workshop / masterclass / VIP service facilitators, experts, speakers, mentors are not qualified to provide legal, tax, accounting, health or financial advice, and the information provided to you by the program / course / once-off service / challenge / workshop / masterclass / VIP service facilitators is not intended as such. You should refer all legal, tax, accounting, health and financially related inquiries to appropriately qualified professionals.

The Client accepts that the Company or any of its facilitators are not licensed mental health professionals, not registered dietitians, not CFP's, (Certified Financial Planners), and do not provide psychotherapy, counselling, or any other mental health service that would require a license, nor does the Company hold themselves out to provide such services. The Company provides consulting and educational services that often result in substantial learning and transformation. The Client agrees to take an active role in the transformational process by being absolutely honest with the Company and themselves about any feelings or issues the Client may have around the consulting process, speaker or trainer.

The Client understands that they are completely responsible for their own business, emotional life, actions and the results they are experiencing in their life, and they initiate the program / course / once-off service / challenge / workshop / masterclass / VIP service with this in mind.

## **10. Indemnification**

The Client acknowledges it is their responsibility to read and understand our Coaching Agreement and Terms and Conditions before participating in the 'Manifestation Cheat Code' including any program / course / once-off service / challenge / workshop / masterclass / VIP service.

The Company disclaims and the Client waives any representations and/or warranties (whether expressed or implied) concerning the truth, completeness, or accuracy of the Company's information. The Client shall defend, indemnify, and hold harmless the Company and its officers, directors, managers, employees, agents, personnel, sub-consultants, representatives, and other affiliates, from and against any and all claims, demands, damages, actions, causes of action, suits, costs, liabilities, and expenses whatsoever (including attorneys' fees and related disbursements) suffered or incurred by reason of:

10.1 Client's reliance upon the Company's advice, recommendations, opinions, actions or inactions under and/or pursuant to this Agreement; and/or

10.2 any matter or thing in connection with this Agreement.

## **11. Earnings And Income Disclaimer**

Megan Cleland trading as New Earth Utopia (Pty) Ltd cannot and does not make any guarantees about your ability to get results or earn any money with our ideas, information, tools, or strategies.

You should know that all services offered by our company are for educational and informational purposes only. None of our program / course / once-off service / challenge / workshop / masterclass / VIP service, any of our websites, or any of our content or curriculum is a promise or guarantee of results or future earnings, and we do not offer any legal, medical, tax or other professional advice.

Any financial numbers referenced in training or on any of our sites are illustrative of concepts only and should not be considered average earnings, exact earnings, or promises for actual or future performance. Use caution and always consult your accountant, lawyer or professional advisor before acting on this or any information related to a lifestyle change or your business or finances.

You alone are responsible and accountable for your decisions, actions, and results in life, and by registering for any of our program / course / once-off service / challenge / workshop / masterclass/ VIP service you agree not to attempt to hold us liable for your decisions, actions or results, at any time, under any circumstance.

## **12. Coaching Disclaimer**

I am not a medical professional. I am not providing healthcare, medical, or nutritional therapy services or attempting to diagnose, treat, prevent, or cure any physical, mental, or emotional issue.

The information provided during the 'Manifestation Cheat Code' including any ad hoc services, program / course / once-off service / challenge / workshop / masterclass / VIP service is for informational purposes only and is not intended to substitute professional medical advice, diagnoses, or treatment. Always seek advice from your physician or other qualified healthcare provider before undertaking a new health regimen.

Do not disregard medical advice or delay seeking medical advice because of information you read from the 'Manifestation Cheat Code' including any ad hoc program / course / once-off service / challenge / workshop / masterclass / VIP service material. Do not start or stop any medications without speaking to your medical or mental health provider.

I am not a licensed psychologist or specialist healthcare professional. My services do not replace the care of psychologists or other healthcare professionals.

I am not a licensed financial advisor. My services do not replace that of a financial advisor. Always consult with marketplace professionals before making financial decisions.

Please note that I cannot take any responsibility for the results of your actions, and any harm or damage you suffer as a result of the use, or non-use of the information available on this program / course / once-off service / challenge / workshop / masterclass / VIP service.

Please use judgment and conduct due diligence before taking any action or implementing any plan or practice suggested or recommended on this program / course / once-off service / challenge / workshop / masterclass / VIP service.

## **13. Co-operation**

Each Party, upon the request of the other Party, shall do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, all such further acts, documents and instruments as may be required to implement or perform this Agreement.

## **14. Guarantee**

Please note that I do not make any guarantees about the results of the information applied on this program / course / once-off service / challenge / workshop / masterclass / VIP service. I share educational and informational resources that are intended to help you succeed in all areas of your life through managing your anxiety, learning more about Manifestation principles and implementing them in your life and connecting with your spiritual team. You nevertheless need to know that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond my knowledge and control.

## **15. No Partnership**

This Agreement does not create a partnership relationship. Neither Party has authority to enter into contracts on the other's behalf.

## **16. Assignment**

This Agreement is not assignable by either Party, whether by operation of law or otherwise.

## **17. Severability**

The terms of this Agreement shall be severable so that if any term, clause, or provision hereof shall be deemed invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms, clauses and provisions hereof, the Parties intending that if any such term, clause or provision were held to be invalid prior to the execution hereof, they would have executed an agreement containing the remaining terms, clauses and provisions of this Agreement.

## **18. Applicable Law**

The laws of South Africa will govern this Agreement as they apply to a contract entered into and performed in that country and any and all disputes arising under this Agreement shall be litigated in the country of South Africa.

Should any part of this Agreement be determined to be invalid or unenforceable, the remainder of the Agreement will be unaffected. All terms, conditions and warranties implied by statute that are excludable are excluded from this Agreement. For such terms, conditions and warranties implied by statute that are not excludable, our liability for breach of such conditions and warranties is limited to the total amount paid by you to Megan Cleland trading as New Earth Utopia (Pty) Ltd.

## **19. Acknowledgement**

By entering into this purchase Agreement, I hereby acknowledge that I have read and understood the Terms and Conditions of this Contract and I agree to all of the terms.

By signing this Contract, through the purchasing of the program / course / once-off service / challenge / workshop / masterclass / VIP service you are certifying that you have carefully read the entire document, and you have read all that is outlined in this document, including assuming full responsibility for any risks, injuries or damages, known or unknown, which might incur as a result of participating in the services offered and/or our presence at the premises at which the 'Manifestation Cheat Code' including any program / course / once-off service / challenge / workshop / masterclass / VIP service operates.

## **20. Disclaimer**

\* These terms and conditions as well as the coaching agreement are subject to change at any time.

## **21. Privacy policy**

Our Privacy Policy was last updated on 07/06/2025..

This Privacy Policy governs the manner in which the website collects, uses, maintains and discloses information collected from users (each, a 'User') of the website ('Site'). This privacy policy applies to the Site and all products and services offered by Megan Cleland trading as New Earth Utopia (PTY) Ltd.

### **Personal identification information**

We may collect personal identification information from Users in a variety of ways, including, but not limited to, when Users visit our Site, register on the site, subscribe to the newsletter, and in connection with other activities, services, features or resources we make available on our Site. Users may be asked for, where appropriate, an email address. Users may, however, visit our Site anonymously.

We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, however, it may prevent them from engaging in certain Site related activities.

### **Non-personal identification information**

We may collect non-personal identification information about Users whenever they interact with our Site. Non-personal identification information may include the browser name, the type of computer and technical information about Users' means of connection to our Site, such as the operating system and the Internet service providers utilized and other similar information.

### **Web browser cookies**

Our Site may use 'cookies' to enhance User experience. Users' web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. Users may choose to set their web browser to refuse cookies or to alert you when cookies are being sent. If they do so, note that some parts of the Site may not function properly.

### **How we use collected information**

Megan Cleland trading as New Earth Utopia (PTY) Ltd may collect and use Users' personal information for the following purposes:

#### **To improve customer service**

Information you provide helps us respond to your customer service requests and support needs more efficiently.

#### **To personalize user experience**

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site.

#### **To send periodic emails**

We may use the email addresses to send User information and updates pertaining to their order. It may also be used to respond to their inquiries, questions, and/or other requests. If



User decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or the User may contact us via our Site.

### **How we protect your information**

We adopt appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site.

### **Sharing your personal information**

We do not sell, trade, or rent Users' personal identification information to others. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and users with our business partners, trusted affiliates and advertisers for the purposes outlined above.

### **Third party websites**

Users may find advertising or other content on our Site that links to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our Site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites that have a link to our Site, is subject to that website's own terms and policies.

### **Changes to this privacy policy**

Megan Cleland trading as New Earth Utopia (PTY) Ltd has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the top of this page. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

### **Your acceptance of these terms**

By using this Site, you signify your acceptance of this policy. If you do not agree to this policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

[Last Updated: September 20, 2025]