

Offshore Cruising Academy Terms & Conditions



TERMS OF PARTICIPATION

Please READ carefully. By purchasing this product, the following Terms and Conditions (the "Agreement") are entered into by 3Sixty Marine Ltd. ("Company", "we", or "us") and You ("Client" or "You"), and You agree to the following terms stated herein. The Company and You may be referred to collectively as "Parties" in this Agreement.

PROGRAM/SERVICE

Company agrees to provide Program, Offshore Cruising Academy (herein referred to as "Program") as outlined on the web page where You register, which may include digital or downloadable resources, an online course, one-on-one or group coaching, workshops, trainings online private forums operated by Company (for any purpose), whether on a website hosted by Company or a third-party website such as an online course platform or facebook.com. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

The Company will periodically make updates to the core program, and you will have access to updated materials for as long as the Company continues to offer the Program Area to its customers, which is what is referred to as "Lifetime Access" in our marketing materials.

From time to time, the Company may offer bonuses to individuals who sign up for the Program. You shall be entitled to any bonuses offered to you at the time of your enrollment. Bonuses are not guaranteed to be available for the entire lifespan of the program and they vary depending on specific live and automated promotions throughout the year.

The Company reserves the right to offer additional program elements from time to time, for any subgroup of participants. These additional program elements are a bonus, not a part of the services included in the base version of the Program. The selection of the participants who may participate in any additional program elements is at the sole discretion of the Company.

PARTICIPANTS

This Program is intended and only suitable for individuals aged 18 and above. Some of the content in this Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of 18.

This Program is intended to be utilized by online business owners and entrepreneurs who will implement the skills and strategies taught throughout the Program to their businesses.

COMPANY TERMS

The Company's [Terms of Use](#), [Privacy Policy](#), and [Disclaimer](#) are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program.

FEES

In consideration of Your access to the Program, you agree to pay the following fees.

You may choose between a single payment of \$997 (due immediately) or 3 monthly payments of \$387. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following 2 payments on a monthly basis, for a total payment of \$1,161.00. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Program and any bonuses, including loss of access and registration for the virtual event .

METHODS OF PAYMENT

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the

Fees section above.

Regarding recurring payments and outstanding invoices: If all payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new payment method promptly or your Program access will be terminated.

If you do not request a refund according to the Program's Refund Policy set forth below, you are required by law to complete the remaining payments of your payment plan and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding payments, using any eligible payment method we have on record for your account.

REFUND POLICY

We want you to be satisfied with your purchase, but we also want you to give your best effort to apply all of the strategies in the course. The Company provides a 14-day money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

In order to qualify for a refund you must submit proof that you did the work in the course and it did not work for you. In the event that you decide your purchase was not the right decision, contact our support team at admin@coastalandoffshorecruising.com and let us know you'd like a refund within 14 days after the date the first module is released, by 1200 UTC ("Refund Period"). You must include your coursework with your request for a refund, as outlined below. If you request a refund and do not include your coursework by the end of the Refund Period, you will not be granted a refund.

You must submit ALL of the following items with your request for a refund:

- » Requirement 1: Complete and attach at least five sentences telling us specifics about your vessel preparation.
- » Requirement 2: Complete and attach the takeaways from at least three "Course Calls Questions", including at least two Objections and

Solutions/Insights to any objections that came up on the calls.

» Requirement 3: Tell us why this course was not a good fit for you and your needs. What did you expect that you did not get once inside the program?

We will NOT provide refunds for any request that comes more than 14 days after the date of Module 1 release. After the Refund Period, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless of whether you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within the Refund Period, with the required **attachments** at the time of your refund request, you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

All refunds are discretionary as determined by Amy Porterfield, Inc. To further clarify, we will not provide refunds for requests made after the Refund Period and all payments must be made on a timely basis. If payments are not made on time,

you agree to pay interest on all past-due sums at a rate of 2.5% per month or the highest rate allowed by law, whichever is greater.

In all other cases, because of the extensive time, effort, preparation and care that goes into creating and providing the Program, the Company has a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any of our Program and no refunds will be provided to you. By using and/or purchasing our Program, you understand and agree that, except for the limited refund policy described above, all sales are final and no refunds will be provided.

Since we have a clear and explicit Refund Policy in these terms that you have agreed to prior to completing the purchase of the Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

Company reserves the right, in its sole discretion, to determine how to discipline a participant who violates these Terms. Therefore, if a participant disagrees with how the Company disciplines another member and requests a refund, the Company will deny such request.

Furthermore, if a participant violates these Terms, the Company reserves the right, in its sole discretion, to offer the participant another opportunity to abide by these Terms. If a participant disagrees with the Company offering another participant a second opportunity to follow these terms, no grounds for a participant to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these Terms, the Company may terminate your access and participation in the Program without notice and without refund.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at:
admin@coastalandoffshorecruising.com

YOUR CONDUCT IN THE PROGRAM; CONFIDENTIALITY; USE OF YOUR MATERIALS

Please choose carefully the materials that you upload to, submit to, or embed on any website operated by the Company and any third-party forums operated by the Company. Any material you post on the Company's website or in any third-party forums operated by the Company may become public.

The Company respects the privacy of its customers and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

You are responsible for your material and for any liability that may result from the material you post. You participate, comment, and post material at your own risk. Any communication by you on the Company's website and any third-party forums operated by the Company, whether by leaving a comment, participating in a chat, public or private forum, or other interactive service, must be respectful. You may not communicate or submit any content or material that is abusive, vulgar, threatening, harassing, knowingly false, defamatory or obscene or otherwise in

violation of any law or the rights of others. You agree to post comments or other material only one time.

The Company, in its discretion, may delete or modify, in whole or part, any post, comment or submission to the Company's and any third-party forums operated by the Company. The Company does not, however, have any obligation to monitor posts, comments, or material submitted by third parties. The Company neither endorses nor makes any representations as to the truthfulness or validity of any third-party posts, comments, or material on the Company website or any third-party forums operated by the Company. The Company shall not be responsible or liable for any loss or damage caused by third-party posts, comments, or materials on the Company website and any third-party forums operated by the Company.

You are strictly forbidden from the following:

- » Causing damage to any Company website or third-party forums operated by the Company
- » Using any Company website or third-party forums operated by the Company for any unlawful, illegal, fraudulent or harmful purpose or activity
- » Using any Company website or third-party forums operated by the Company to copy, store, host, transmit, send, use, publish or distribute any spyware, virus, worm, Trojan horse, keystroke logger or other malicious software
- » Using any Company website or third-party forums operated by the Company to transmit, send or deliver unsolicited communications or for other marketing or advertising purposes
- » Systematically or automatically collecting data from any Company website or third-party forums operated by the Company
- » Sharing private and proprietary information from the Program or other participants with anyone else
- » Discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels

The Company does its best to create a safe and welcoming space for all participants, however, Company cannot guarantee that all participants will follow these guidelines. Company, in its sole discretion, may remove any participant's comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within any online private forums or groups or on any group call. Therefore, Company shall not be held liable for any participant's comments, actions, posts, content or materials that result in another participant's trauma or discomfort.

The Program is a "pitch free zone." You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Program participants on any Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Program participants to join, "shadow" groups on social media or any other platform.

We may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules and they are expressly incorporated into this Agreement.

By posting or submitting any material in the Facebook group, such as questions, comments, posts, photos, images, videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least 18 years old. You are also granting us, and anyone authorized by us, an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly perform or display your contributions, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and granting us the right to make it part of our current or future program or other content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the program at any time for any reason.

You also consent to photographs, videos, and/or audio recordings, including

teleconference calls, webinars, or other communications, that may be made by the Company during the Program that may contain you, your voice and/or your likeness. In the Company's sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any Program, without compensation to you at any time, now or at any time in the future.

You also grant us, and anyone authorized by us, the right to use your likeness and identify you by name, email address, or screen name as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company that reference the Company or the program, and to identify you as a member of the program by name, email address, or screen name, for any purposes, including commercial purposes and advertising.

USERNAME AND PASSWORD

To access certain features of the Program, including any private membership areas, you may need a username and password. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Program or any of its content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website [Privacy Policy](#).

NO TRANSFER OF INTELLECTUAL PROPERTY; LIMITED LICENSE

All content included as part of the Program, such as text, graphics, logos, images, as

well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by copyright, trademark, and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

As a purchaser or participant in the Program, you are our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Program and Content for your own personal purposes or your own business only.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Program or Content for commercial purposes or in any way that earns you or any third party money (other than by applying them generally in your own business). By downloading, printing, or otherwise using the Program or any Company content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Program or Content shall constitute infringement.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the

Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

Your use of any materials found in the Program or Content other than that expressly authorized in this agreement or by a separate written assignment, is not permitted ("Unauthorized Use"). You agree to pay liquidated damages of five (5) times the total fees paid for the Program in the event of your Unauthorized Use, or a minimum of \$5,000 if you did not pay fees for the Program, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damages charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in this Agreement would cause irreparable injury to Us that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, pandemic, death, illness or incapacity of **John or Lyn Martin**, explosion, any local, state, federal, national or international law, governmental order or regulation, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor

disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to you of its inability to perform or of delay in completing the Program and shall propose revisions to the schedule for completion of the Program or other accommodations, or may terminate this Agreement.

SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The remainder of this Agreement will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

DISCLAIMERS AND RELEASE

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

You agree to absolve and do hereby absolve and release the Releasees (defined below) from any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that Releasees shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program, including its content, materials, products or services, or third-party content,

materials, products or services made available through the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program, with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Program.

Any links to third-party products, services, or sites are subject to separate terms and

conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them. Some third party links may be a part of our affiliate program and as such the Company may receive a small commission for a referral link via the Company site

Client understands John and Lyn Martin (herein referred to as “Consultant/s”) and the Company are not an agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietitian, or financial analyst or advisor, psychotherapist, medical professional or accountant. Client understands that Consultant and the Company have not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant’s or Company’s network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties wish to continue their relationship, they shall execute a separate agreement.

SECURITY

Security for all personally identifiable information is extremely important to us. Unfortunately, no data transmission over the internet can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, The Company cannot ensure or warrant the security of any information you transmit via the internet. By transmitting any such information to the Company, you accept that you do so at your own risk.

USERS OUTSIDE UNITED STATES

The Company controls and operates the Program from offices in the United States. The Company does not represent that materials on the Program are appropriate or

available for use in other locations. People who choose to access the Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

MODIFICATION

Company may modify terms of this agreement at any time. All modifications shall be posted on the Coastal & Offshore Cruising website and purchasers shall be notified.

TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, without notice, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of termination.

In the event you decide to cancel your participation in the Program, You will not be issued a refund for any remaining days or months of the Program after your cancellation, and any remaining installment, default, or late payments will be due immediately.

In the event of cancellation or termination, you are no longer authorized to access the part of the Program or its content. The restrictions imposed on you in this Agreement with respect to the Program and its content will still apply now and in the future, even after termination by you or the Company.

INDEMNIFICATION AND HOLD HARMLESS

You agree to indemnify, defend, release and hold harmless the Company, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns; any Company volunteers; and John and Lyn Martin (collectively “Releasees”) for, from and against any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

RESOLUTION OF DISPUTES

This Agreement shall be governed by and construed in accordance with the laws of New Zealand without giving effect to its conflict of laws principles. The Civil and High court nearest to Northland New Zealand shall have exclusive jurisdiction over any case or controversy arising from or relating to the Program or its content, including but not limited to the Company’s Privacy Policy or this Agreement. By using the Program, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniences. The prevailing party in any dispute between the parties arising out of or related to this Agreement, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys’ fees and costs from the other party.

