

# TERMS AND CONDITIONS

## 1. Agreement

(a) You are entering into a transaction (the Transaction) with Success Resources Australia PTY LTD (herein after referred to as 'SRA') to purchase the 'Advantage Package' listed on this form (herein after referred to as 'AP'), presented by 'My Million Dollar Funnels' (herein after referred to as 'MMDF'), entitling you to the inclusions set out in section 3 below.

(b) By proceeding with the Transaction and making a payment, you confirm that you:

(i) have read, understood, and agree to these terms and conditions.

(ii) agree to the privacy policy of SRA – <https://success-resources.com.au/privacy-policy.html>

(iii) agree that your information will be shared with the training provider of AP

(iv) acknowledge and understand it is incumbent upon you to provide SRA with your full and accurate details failing which you may not receive the benefits to which you may otherwise be entitled.

(v) Agree that you have voluntarily entered the Stamford Plaza Sydney Airport Hotel & Conference Centre, 241 O'Riordan St, Mascot NSW 2020 on the 18<sup>th</sup>, 19<sup>th</sup> & 20<sup>th</sup> of February 2024 & are under no obligation to purchase AP & by doing so it is at your own discretion.

(vi) Agree that on the 18<sup>th</sup>, 19<sup>th</sup> & 20<sup>th</sup> of February 2024, SRA will consider Stamford Plaza Sydney Airport Hotel & Conference Centre, 241 O'Riordan St, Mascot NSW 2020 as their normal place of business.

## 2. Payment

(a) You agree:

(i) to pay SRA in full or via instalment when placing an order to purchase AP

(ii) until payment has been completed in full, you may not be entitled (nor able) to receive some or any of the inclusions associated with your purchase of AP.

(iii) If you pay via an instalment option, please note that you will pay a higher fee than if you paid in full price & until all instalments have been made some of the inclusions of AP might be withheld & you will have no claim should you miss an inclusion.

(iv) Installment due date will take place on the same date initial deposit is made, unless this falls after the 27<sup>th</sup> of the month, whereby the 27<sup>th</sup> will be used as the instalment date.

(v) If Payment instalments are not made by the agreed approved due dates, Success Resources Australia Pty Ltd reserves the right to cancel your AP purchase, should the overdue amount not be paid within 30 days of the scheduled payment due date. No refund or credit will be provided, and the funds paid to date for the AP will be forfeited by the client.

(vi) All pricing is in Australian Dollars and includes local taxes.

## 3. AP Inclusions

(a) On-boarding assessment

(b) One On One Onboarding Call

(c) 1x Funnel Done For you - Direct Response Ads done for you

(d) Retargeting Ads Done for You

(e) Personal Account Manager

(f) Social media ads done for you via Meta for 3 months

(g) Copy for the ads done for you

(h) Monthly calls one on one with account manager

(i) Monthly reporting

(j) An additional platform of advertising

## 4. Requirements of Purchase

(a) A name, contact number & unique email address will be required for the purchase of AP

(b) Internet connection

(c) Any questions pertaining to your purchase of AP can be directed to [admin@mymilliondollarfunnels.com](mailto:admin@mymilliondollarfunnels.com)

## 5. Cancellation Rights

(a) If you purchase AP, you will have 3 business days from the date of purchase to cancel your purchase & obtain a full refund. Requests must be made in writing to [info.au@srglobal.com](mailto:info.au@srglobal.com) for a refund to be considered.

- (b) If you purchase AP via the telephone, you will have 10 business days from the date of purchase to cancel your purchase & obtain a full refund. Requests must be made in writing to [info.au@srglobal.com](mailto:info.au@srglobal.com) for a refund to be considered.
- (c) Should you qualify for a refund, the amount will be refunded within 30 business days from cancellation, providing the service of AP has not been used.
- (d) If the AP service has been provided &/or used then a refund will be unable to provided.
- (e) Cancellation requests made outside of the conditions of 5(a) & 5(b) will be refused.

## 6. AP Resale

- (a) The re-advertisement or re-sale of AP inclusions is strictly forbidden.
- (b) If any inclusions of AP are found to be re-advertised or for re-sale SRA reserves the right to cancel all inclusions with no refund provided.
- (c) Only purchases made directly through SRA for AP will be guaranteed access to the inclusions documented on the order form. Scalping warning: The resale of inclusions in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## 7. Intellectual Property

- (a) you understand that the tools and techniques provided are confidential and proprietary. A license to purchase the program & any services of AP is being provided to you for your personal use and benefit strictly for educational purposes.
- (b) you understand your results will vary and depend on many factors, including but not limited to your background, experience, and work ethic. All business entails risk as well as massive and consistent effort and action. You agree that accept this & will put in the work and will follow the instructions.
- (c) Materials provided and used for AP are Copyrighted and all rights are reserved. Text, graphics, databases, HTML code, and other intellectual property are protected by International Copyright Laws, and may not be copied, reprinted, published, reengineered, translated, hosted, or otherwise distributed by any means without explicit permission. The materials in these programs and services are provided "as is" and without warranties of any kind either express or implied.
- (d) SRA, MMDF & inclusions of AP disclaims all warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.

## 8. Privacy and your security:

- (a) SRA will collect personal information including but not limited to name, contact details, email address and postal address. This information will only be shared with the providers of AP to provide inclusions as per term 3.
- (b) You acknowledge and agree that SRA may disclose and use your personal information in accordance with the SRA privacy policy available at <https://success-resources.com.au/privacy-policy.html>
- (c) You acknowledge and authorise us to obtain information about your credit worthiness from any bank, credit reporting agency, or referee for the purpose of assessing you for credit, or in connection with any guarantee given by you for the following purposes:
  - (i) To assess an application by you; and/or
  - (ii) To notify other credit providers of a default by you; and/or
  - (iii) To exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or
  - (iv) To assess the credit worthiness of you and/or Guarantor/s.
- (d) The personal information on this form is being collected by us or on our behalf to register you in our program and to facilitate the conduct of that program and to inform you of related products and services offered by us, including new materials.
- (e) By entering into this agreement, you acknowledge that the program may be recorded by us using various media and that we may sell or give away videos, audio cassette, photographs and transcripts of any event, and use them in its marketing and advertising programs (both in Australia and overseas). If you would like to access the personal information that we hold about you, please contact us. If you provide information about other individuals on this Registration Form (e.g. referrals), please let those individuals know that you have done so.
- (f) You consent to us being given a consumer credit report in relation to you. to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- (g) We may give information about you to a credit reporting agency for the following purposes:
  - (i) To obtain a consumer credit report about you; and/or
  - (ii) Allow the credit reporting agency to create or maintain a credit information file containing information about you
- (h) You agree that personal credit information provided may be used and retained by us for the following purposes and for other purposes as shall be agreed between you and us or required by law from time to time:
  - (i) Provision of the product and/or
  - (ii) Marketing of Goods by us, our agents, or distributors in relation to the product.

## 9. Disclaimer

- (a) AP is made available on the understanding that no financial or legal advice is provided. Before relying on AP, you should independently verify its completeness and relevance for your purpose and should obtain any appropriate professional advice.
- (b) AP may include views or recommendations of third parties, which do not necessarily reflect SRA MMDF views, or indicate our commitment to a particular course of action.

- (c) Links provided to websites or products are provided for your convenience and do not constitute endorsement of material at those sites, or any associated organisation, product, or service. The listing of a company or person in any part of this product in no way implies any form of endorsement by SRA MMDF or AP of the products or services provided by that company or person.
- (d) To the extent permitted by law, SRA, MMDF and our respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defence or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience) arising out of or in connection with SS and/or any omissions from its content whether in contract, tort (including negligence), statute or otherwise and even if we have been advised of the possibility of such damage.
- (e) You acknowledge no guarantee in terms of results or satisfaction is expressed or implied, concerning specific results to be achieved via participation were relied upon in your decision to participate.
- (f) You acknowledge that advice and information provided is not intended as or to be considered as substitute for legal, accounting, or other, similar professional advice or services, and should such advice or services be appropriate, participant is advised to seek such advice or service from the proper professional.
- (g) SRA & MMDF takes no responsibility and provides no guarantees for the results achieved using AP detailed in term 3.

## **10. Force Majeure**

- (a) In the event that inclusions of AP have to be re-scheduled, postponed or cancelled as a result of an act of God, Government legislation, an inevitable accident, power cut, fire, blackout, flood, pandemic, death or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of either party, SRA & MMDF reserves the right to postpone and reschedule inclusions of AP
- (b) If any inclusion of AP is to be rescheduled or postponed, you are not entitled to a refund. SRA & MMDF shall have no further liability to you in respect of the rescheduling or postponement.
- (c) If any inclusion of AP is to be rescheduled or postponed, SRA & MMDF will provide you with access to within one year (1 year) of the original scheduled dates.

## **11. General**

- (a) These Terms shall in respects be governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises under these Terms.
- (b) This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations, or undertakings are superseded.

## **12. Completion Term**

- (a) The lifetime of the product purchased is for 3 months from when the first ad goes live.
- (b) Inclusions details listed on the page, is for
- (i) funnel build. A funnel is defined as a series of steps either on Meta/social media OR landing page designed to increase awareness of the clients business with the hope but not guarantee this brand awareness may result in more leads.
- (ii) A lead is defined by someone who provides their name and email to enquire on the client's funnel.
- (iii) MMDF will decide whether a landing page is necessary. If it is MMDF will choose the software (Click funnels Classic 1.0) on which to build the funnel, other software's will incur additional charges.
- (iv) The client can elect to create their own Click funnels Classic account or to use MMDF's funnel account. The funnel will be sent to the client via link or stored in the client's account (if client creates their own funnels account). The client can have access to the funnel if they wish (client will require a funnel account if they wish to edit the funnel themselves). Only one funnel is to be built and it will not be rebuilt. Any rebuilds or new funnels will require a separate quotation.
- (v) Advertising for three months of advertising on a single social media platform (Meta counts as one). On this plan an additional platform may also be used (if desired) - these platforms could be: Google Ads, YouTube, LinkedIn, TikTok. Both MMDF & client to decide on best way forward. Retargeting & Direct Response ads will occur on Meta and if decided the additional platform. Please note the client may wish to replace the landing page build for an additional month of advertising – this is to be discussed during a call with an MMDF team member and approved by MMDF. The funnel made will be introductory in nature. This program is not for a complex funnel build the client understands a simple basic 2- or 3-page funnel will be built for the purposes of this agreement.

(vi) The ad management timeline begins when ads are live, and the client must commence within 6 months of the contract being signed. It is up to the client to take the initiative and contact MMDF when they wish to commence – failure to use any or all the services/inclusions is at the fault of the client and does not constitute grounds for a refund.

(vii) Product extensions will be given at the discretion of MMDF Management.

(viii) MMDF is not a creative agency and as such will not be responsible for any videos or graphics. MMDF will ask the client to provide assets in the form of graphics and videos and use those accordingly.

(ix) Monthly calls with account manager must be booked in by the client, failure to book will result in loss of these calls - MMDF will not follow up or instigate these calls they are the sole responsibility of the client.

(x) Monthly reporting may happen on the call or via email - this will include basic stats or stats the client requests to see. Client takes all responsibility to commence program on their own timeline.

(c) Client understands there are no guarantee turnaround times and a new funnel build from onboarding call and information collected to being built may take 3 months or sometimes longer.

(d) Client understands MMDF will not follow them up if MMDF is waiting on them to provide information or assets. Client accepts all responsibility to follow instructions, complete tasks in a timely manner, read all emails carefully and complete all steps handed to them by MMDF. Failure to do so is failure on the client side and does not constitute reason for a refund or cancellation.

### **13. Standard & Duties**

(a) MMDF must, in providing the Services:

(i) (Honesty and diligence) be honest and diligent and provide the Services to it to the best of its knowledge and abilities.

(ii) (Standards) always maintain reasonable ethical, professional and technical standards.

(iii) (Discrimination and harassment) not unlawfully discriminate against, sexually harass, or otherwise physically or verbally abuse any person.

(iv) (Privacy) in relation to any Personal Information of any customer, client, supplier or Representative of the Client, any user or prospective user or any other person, comply with: (a) the Privacy Act and any guidelines, information sheets and other relevant material issued from time to time by the Commonwealth Privacy Commissioner; and (b) any approved privacy policy and procedures adopted from time to time by the Client.

(b) The Client must comply with the following standards and duties/acknowledges:

(i) (Honesty and diligence) be honest and diligent and provide the Services to it to the best of its knowledge and abilities.

(ii) (Standards) always maintain reasonable ethical, professional, and technical standards.

(iii) (Discrimination and harassment) not unlawfully discriminate against, sexually harass, or otherwise physically or verbally abuse any person

(iv) The Client acknowledges ad spend it a separate client budget to the service fee and will be paid directly to social media platforms such as Meta, Facebook, Instagram, Google.

(v) The Client acknowledges the Provider makes no guarantees as to the proposed results which will flow from use of the Services as this is not within the complete control of the Provider, at the most the Provider warrants they'll use best endeavours during the engagement.

(vi) The Client acknowledges provided there is no breach by the MMDF the Client is not entitled to a refund for the services for any reason whatsoever as the Provider's services are an intangible marketing service.

(vii) The Client permits the MMDF to use results and testimonials from the campaigns in their marketing material, social media material and any other way they see fit for use by the Provider for furtherance of their business

(viii) The Client acknowledges that at times third party services such as Facebook may restrict advertising access, this is out of the MMDF's control. MMDF will do everything in its reasonable power to try to avoid and rectify such situations but ultimately the decision and review process lies with the third party. MMDF & SRA is released from any liability regarding account restrictions, bans or terminations that may be enforced by 3rd parties such as Facebook or Google.

(ix) I agree that my participation in these events is without assumption of responsibility of any kind by MMDF. In consideration of, and as a condition of acceptance of my application, for and on behalf of myself, my heirs, and legal representatives forever release, and discharge said companies and sponsors and their representatives from all claims and demands of every kind which I may suffer directly or indirectly from the programs or events.

(x) I agree that my participation in these events is without assumption of responsibility of any kind by MMDF. In consideration of, and as a condition of acceptance of my application, for and on behalf of myself, my heirs, and legal representatives forever release, and discharge said companies and sponsors and their representatives from all claims and demands of every kind which I may suffer directly or indirectly from the programs or events.



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