

# 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 a package known as 'My Million Dollar Funnels' (herein after referred to as 'MMDF'), presented by Ethan Donati, 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 MMDF

(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.

## 2. Payment

(a) You agree:

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

(ii) until payment has been completed in full, you may not be entitled (nor able) to receive some or any of the inclusions listed in term 3,

(iii) If you pay via an instalment option, the instalment 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.

(iv) If Payment instalments are not made by the agreed approved due dates, Success Resources Australia Pty Ltd reserves the right to cancel your PIA purchase, should the outstanding amount not be paid within 30 days of the payment due date. No refund or credit will be provided, and the funds for the PIA will be forfeited by the client with all inclusions listed in clause 3 cancelled.

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

## 3. MMDF Inclusions

(i) Lifetime access to Million Dollar Funnels Online Training 100+ Self-Paced Video Course

(ii) Three-day Million Dollar Funnels workshop

(iii) Partner ticket to the workshop

(iv) Event-specific portal – key documentation for live 3-day event

(v) Virtual 3-day pass Refresher Course

(vi) Fortnightly Group Calls with Ethan for 3 months post event

(vii) 2 x one on one calls with Marketing Strategist and marketing strategy for you

(viii) Funnels done with you during workshop with high converting funnel templates

(ix) Walk through with your social media ad set up

(x) Done with you copy for ads with MMDF ad templates

(xi) Ethan's marketing swipe files vault

(xii) 150+ cognitive biases checklist

- (xiii) Lifetime access to Million Dollar Presentation Training Online
- (xiv) Google SEO and AdWords course online Training
- (xv) \$5000 funnels gift card to be used for any approved future purchase with our marketing agency

(a) 1x Landing page done for you

(b) 1x Campaign on Meta done for you for one month (ad spend not included)

#### **4. Requirements of Purchase**

- (a) A name, contact number & unique email address will be required for each MMDF purchase
- (b) Internet connection
- (c) Any questions pertaining to your purchase of MMDF can be directed to [admin@mymilliondollarfunnels.com](mailto:admin@mymilliondollarfunnels.com)

#### **5. Cancellation Rights**

- (a) Note that there is no cooling-off period and payment for a Transaction is not refundable.
- (b) If you purchase MMDF 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 MMDF has not been used.
- (d) If the MMDF service has been provided &/or used then a refund will be unable to be provided.

#### **6. MMDF Resale**

- (a) The re-advertisement or re-sale of MMDF inclusions is strictly forbidden.
- (b) If any inclusions of MMDF 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 MMDF will be guaranteed access to the inclusions listed in section 3.

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 by MMDF 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 by MMDF 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) MMDF 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 MMDF team 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>

#### **9. Disclaimer**

- (a) MMDF is made available on the understanding that no financial or legal advice is provided. Before relying on MMDF, you should independently verify its completeness and relevance for your purpose and should obtain any appropriate professional advice.

- (b) MMDF may include views or recommendations of third parties, which do not necessarily reflect SRA or 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 or MMDF 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 MMDF 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 the MMDF program detailed in term 3.

## **10. Standard & Duties**

(a) In providing the product services as per clause 3, MMDF agrees to:

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

(b) The purchaser/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) Acknowledges ad spend is a separate client budget to MMDF fee and will be paid directly to social media platforms such as Meta, Facebook, Instagram, Google.
- (v) Acknowledges the SRA & MMDF makes no guarantees as to the proposed results which will flow from use of MMDF as this is not within the complete control of MMDF.
- (vi) Acknowledges provided there is no breach by MMDF that they are not entitled to a refund for the services for any reason whatsoever as the MMDF's services are an intangible marketing service unless term 5(b) is activated.
- (vii) permits 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 MMDF for furtherance of their business

## **11. Force Majeure**

(a) In the event that 3(ii) has 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.

(b) If 3(ii) 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 3(ii) is to be rescheduled or postponed from the 18-20 February 2024, SRA & MMDF will provide you with access to 3(ii), within one year (1 year) of notifying you of the postponement.

## **12. 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.



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