

# 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 'Personal Brand Income Accelerator program' (herein after referred to as 'PBIAP'), presented by Tai Lopez, 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 PBIAP

(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 Inspire & Succeed is a private live seminar for people looking to create multiple streams of income and improve their business strategy, hosted by SRA. During the live seminar, as well as being provided with training and other content, attendees will be given the opportunity to purchase further training, seminar services they may find valuable. Attendees are under no obligation to purchase any product at the live seminar and any purchases made are at the attendees' own discretion.

(vi) agree & acknowledge that for the duration of Inspire & Succeed, held on Thursday 7<sup>th</sup> December 2023, Success Resources Australia Pty Ltd will consider the ICC Sydney, 14 Darling Drive, NSW, 2000, Australia 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 PBIAP

(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 PBIAP.

(iii) If you pay via an instalment option, until all instalments have been made you will be unable to attend the live training 3(i) & you will have no claim should you miss the event date.

(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 PBIAP 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 PBIAP will be forfeited by the client. All inclusions listed in clause 3 will be cancelled.

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

## 3. PBIAP Inclusions

(i) 1 x ticket to in person workshop - March, 2024

(ii) Personal brand income accelerator system

(iii) Online access to Personalbrand.io software for 1 year

(iv) Weekly live Zoom group calls with Tai Lopez & his expert friends

(v) 1 private call with Tai Lopez's personal brand coaching team

(vi) Access to the 'Tribe' inside Tai Lopez Official App to ask Tai Lopez questions & network with others inside the program

(vii) Access to the monthly deep-dive personal brand zoom session

(viii) Access to the 'the Vault' – Recording archive of weekly Zoom group coaching sessions

(ix) 1 ticket to Annual Conference

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

- (a) A name, contact number & unique email address will be required for each PBIAP purchase
- (b) Internet connection
- (c) Any questions pertaining to your purchase of PBIAP can be directed to [support@tailopez.com](mailto:support@tailopez.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 PBIAP 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 PBIAP has not been used.
- (d) If the PBIAP service has been provided &/or used then a refund will be unable to be provided.

#### **6. PBIAP Resale**

- (a) The re-advertisement or re-sale of PBIAP inclusions is strictly forbidden.
- (b) If any inclusions of PBIAP 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 PBIAP 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 PBIAP 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 PBIAP 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) PBIAP 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 PBIAP 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) PBIAP is made available on the understanding that no financial or legal advice is provided. Before relying on PBIAP, you should independently verify its completeness and relevance for your purpose and should obtain any appropriate professional advice.
- (b) PBIAP may include views or recommendations of third parties, which do not necessarily reflect SRA or PBIAP 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 PBIAP of the products or services provided by that company or person.

(d) To the extent permitted by law, SRA, PBIAP 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 PBIAP 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 & PBIAP takes no responsibility and provides no guarantees for the results achieved using the PBIAP program detailed in term 3.

#### **10. Force Majeure**

(a) In the event that 3(i) 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 & PBIAP reserves the right to postpone and reschedule.

(b) If 3(i) is to be rescheduled or postponed, you are not entitled to a refund. SRA & PBIAP shall have no further liability to you in respect of the rescheduling or postponement.

(c) If 3(i) is to be rescheduled or postponed, SRA & PBIAP will provide you with access to 3(i), within one year (1 year) of the 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. Money Back Guarantee**

a) To be eligible for the money back guarantee, you must:

i) attend a minimum of 2 weekly calls (term 3(iv))

ii) complete the personal brand income accelerator system (term 3(ii))

iii) Attend the first day of the March 2024 live in person event (term 3(i)) & ask for a refund before 15.00 (AEDT)

b) Requests for a money back guarantee that do not adhere to 12a (i),(ii) & (iii) will be ineligible for the money back guarantee