



The Mindset Mentor

TERMS AND CONDITIONS

Please refer below to the terms and conditions regarding the purchase of The Mindset Mentor Programs and Services. If you have any queries relating to the specific terms and conditions for any event, please contact us by emailing info@mindsetmentor.com.au or by calling **1300 667 829**.

Engagement:

1. Thank you for accepting our offer to present the Seminar Services to you. By accepting the Order, you agree that the Order together with these Terms and Conditions form a contract between you and us.

Time and Place:

2. Your payment of the Investment to us entitles you the right to:
- (a) a seat at the Location during the Seminar Hours as agreed on the Event Details; and
 - (b) to receive a copy of the Materials (subject to clauses 13 to 14).
3. We may change the Seminar Hours and / or the Location for any reason by notifying you in writing of the change and detailing substitute Seminar Hours and / or Location and:
- (a) we shall have no liability to you; and
 - (b) you shall make no claim against us (including for a refund), in respect of the same.

Investment and Payment:

4. You must pay to us in consideration for a seat at the Seminar Services:
 - (a) the Investment Sum in one lump sum by accepting the Order by you without set off, deduction or counterclaim; or
 - (b) if we have agreed that you may pay by Instalment, you must pay each Instalment to us in full and without set off or deduction the Instalment Sum on the Instalment Payment Date.
5. Payments made under this agreement must be made by the means specified in the Order.
6. If you should not pay to us an Instalment Sum by the Instalment Payment Date for that Sum then all monies owing by you to us shall become due and owing and must be immediately paid to us without set off or deduction or counterclaim and without need for further demand.

3 Day Cooling Off:

7. If you advise us by notice in writing within 3 days of processing the Order that you do not wish to receive the Seminar Services this agreement shall be at an end and we shall refund to you all monies you have paid to us under this agreement.

Refunds:

8. We may cancel the Seminar Services for any reason by written notice to you. We will also refund you the Investment you have actually paid to us within 7 days of giving you notice of cancellation. We shall have no further liability to you in respect of the cancellation (clause 18 shall apply).
9. We acknowledge that you shall not be entitled, and shall not claim a refund other than by strict compliance with clause 7 or clause 8. You further acknowledge that this is an essential term of this agreement on which we rely.

Transferring Programs:

10. If you advise us by notice in writing 7 days prior to the Seminar Services that you are unable to attend the Seminar Services you may utilise your total

investment and allocate it to other Seminar Services specified by us.

11. If you do not advise us by notice in writing within 7 days prior to the Seminar Services that you are unable to attend the Seminar Services you may utilize your total investment, less a 20% administration cost, and allocate it to other Seminar Service specified by us.

12. The funds that are allocated to other Seminar Service must be utilised within twelve months of the original investment date.

Intellectual Property:

13. We have all right, title and interest in all intellectual property used by us in performing the Seminar Services (subject to the rights of the presenters) and all intellectual property we may develop as a result of the performance of the Seminar Services.

14. In performing the Seminar Services for you, we do not transfer title to you in any intellectual property and title to all such intellectual property remains with us.

15. You may not:

- (a) use a recording device or record the event; or
- (b) alter any of our intellectual property or the Materials; or
- (c) copy or reproduce the content of the Seminar Services or the Materials; or
- (d) on sell the intellectual property or the Materials ('IP') or supply the IP to third parties.

Disclosures:

16. You acknowledge:

- (a) that neither we, any of our representatives or any person we engage to perform the Seminar Services ('Relevant Persons') is an investment advisor or licensed by ASIC or any other governmental authority to provide investment advice;
- (b) that the Relevant Persons do not purport to provide investment advice or operate an investment advice business (as defined in the Corporations Act 2001); and

(c) we may pay commissions to third parties arising from your entering into this agreement.

Other Documents:

17. Subject to your rights under the Privacy Act 1988, you may be required to complete and deliver to us other documentation, including questionnaires.

Limitation of Liability:

18. We:

- (a) exclude all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ('Non-excludable condition');
- (b) limit our liability to you for breach of any Non-excludable Condition to the total amount actually paid by you under this agreement;
- (c) limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the Seminar Services to the total amount actually paid you under this agreement; and
- (d) excludes all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Seminar Services or your exercise of rights under this agreement.

General:

19. All notices or other communications must be made to the addresses specified in the Order.

20. A notice given in accordance with clause 18 is received:

- (a) if left at the recipient's address, on the date of delivery;
- (b) if sent by prepaid post, 3 days after the date of posting; and
- (c) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

21. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single

exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

22. Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

23. This agreement may not be varied except in writing signed by the other party.

24. Should any provision of this agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

25. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.

26. This agreement is governed by the laws in force in the state of Victoria and the parties submit to the exclusive jurisdiction of the Courts of Victoria.