

# Founders Academy

## Terms and Conditions

### 1. Engagement

(a) Thank you for accepting our offer to present the Founders Academy on the 23<sup>rd</sup> of February 2022 (Australian Eastern Standard Time AEDT). By placing an Order, you acknowledge that you have read these Terms and Conditions and agree that the placement of an Order, together with these Terms and Conditions, forms a contract between you and Success Resources Australia Pty Ltd and that you agree to our privacy policy - <https://success-resources.com.au/privacy-policy.html>

(b) Your purchase will include:

- (i) Access to a live workshop held online
- (ii) Access to a downloadable e-work book

(c) Requirements to attend Founders Academy

- (i) Provide full contact details of all attendees
- (ii) A unique email address per attendee
- (iii) Access to the internet

### 2. Delivery of the Founders Academy:

(a) Access to the Founders Academy will be provided via a unique link from Lisnic sent to the email provided at the time of booking.

(b) The unique link is only able to be used on one device at the same time and will be sent approximately 7 days before Founders Academy start date

(c) Each Founders Academy ticket purchased will receive a unique link and event inclusions as per term 1(b).

(d) It is the responsibility of the purchaser to provide all contact information and to register and attend Founders Academy.

(e) The delivery of Founders Academy will not begin until the full balance has been paid to Success Resources Australia Pty Ltd, or whereby an instalment repayment structure has been agreed.

(f) Founders Academy is a live event and no recording is provided

(g) For purchases made on or after the 22<sup>nd</sup> of February 2022, the unique access link will take up to 8 hours to be sent to the nominated email address from time of purchase.

### 3. Investment and Payment

You agree to pay Success Resources Australia Pty Ltd:

(a) In full, if no payment plan has been agreed with Success Resources Australia Pty Ltd when placing an order for Founders Academy.

(b) if a payment plan has been agreed with Success Resources Australia Pty LTD, the installment amount in full as per the amount and date agreed when placing an order for Founders Academy.

(c) 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

(d) Until payment has been completed in full, all inclusions of Founders Academy will be withheld.

(e) Unless otherwise agreed in writing with Success Resources Australia Pty Ltd, if payment of balance has not been completed within 2 months from the date of initial payment, the order of Founders Academy will be closed with no monies returned to the purchaser.

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

(g) If you have used a third-party service to pay for Founders Academy, this is a separate agreement exempt from Success Resources Australia PTY LTD, who will have no liability regarding this agreement.

(h) Payments made online will be subject to an additional 1.85% payment processing fee and a \$3.30 handling fee for Founders Academy. The payment processing fee is calculated as a percentage of the total value of Founders Academy.

#### **4. Cancellation Rights**

(a) If you advise Success Resources Australia Pty Ltd in writing via email to info.au@srglobal.com within 3 business days of making a payment (in full or installment) that you do not wish to receive Founders Academy then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Founders Academy, Success Resources Australia Pty Ltd will refund you all monies you have paid as part of this agreement.

(b) Success Resources Australia Pty Ltd does not accept 3<sup>rd</sup> party cancellations, cancellations to alternative email address or any other cancellation method other than stated above.

(c) For requests made after the 3 business days, no refund will be provided should the service of Founders Academy be available to you.

(d) Where possible, Success Resources Australia Pty Ltd will offer a credit to the value of the individual ticket purchase or will offer an alternative service of a similar monetary value.

#### **5. Confidential Information, Learning Materials, and Intellectual Property**

(a) All Confidential Information, Learning Materials and Intellectual Property included in the Founders Academy belongs to Success Resources Australia Pty Ltd.

(b) You agree and acknowledge that by purchasing the Founders Academy not to use the Confidential Information, Learning Materials, and Intellectual Property for any other purpose other than your own private business or personal purposes and agree not to replicate the Founders Academy or inclusions of the Founders Academy in anyway.

(c) You agree to keep confidential and not to disclose to any third party, any information shared during the Founders Academy which could harm Success Resources Australia Pty Ltd or speakers at the Founders Academy.

#### **6. Privacy and your security:**

(a) Success Resources Australia Pty Ltd will collect personal information including but not limited to name, contact details, email address and postal address. This information is collected to ensure you are kept up to date with Success Resources Australia Pty Ltd promotions and the Founders Academy updates.

(b) Please note that your email will be shared with Lisnic, who will be providing you with the link to access the Founders Academy. Please find details of their privacy policy - <https://www.lisnic.com/privacy-policy>

#### **7. Attendee Details for the Founders Academy**

(a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 14 days prior to the Founders Academy start date.

(i) Name

(ii) Contact Number

(iii) Unique Email Address

(iv) Postal Address

(b) It is the responsibility of the purchaser to provide Success Resources Australia Pty Ltd with all attendee's details as set out in term 7(a) at least 7 days prior to the Founders Academy.

(c) Purchases within 7 days of the Founders Academy will be required to provide attendee details at the time of purchase.

(d) Attendee details are unable to be altered within 7 days of the Founders Academy start date

#### **8. Transferring Founders Academy.**

(a) If you are unable to attend Founders Academy you will be offered a credit that can be used towards an alternative Success Resources Australia Pty Ltd product or service.

(b) This credit will be available for 90 days from the 23<sup>rd</sup> of February 2022.

#### **9. Ticket Sale and Resale**

(a) The re-advertisement of Founders Academy tickets for the purposes of resale is strictly forbidden.

(b) If your Founders Academy ticket is found to be offered or advertised for resale then your right to access Founders Academy may be cancelled without a refund and the bearer of the ticket will not be provided with any services.

(c) If your Founders Academy ticket is found to be offered or advertised for resale, then you will forego your right to alter the name on the ticket,

(d) Only Founders Academy tickets purchased directly through Success Resources Australia Pty Ltd will be guaranteed access to the Founders Academy. Scalping warning: The resale of a seminar service or event ticket in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

#### **10. Filming:**

(a) You acknowledge and agree that some of Founders Academy may be recorded, and that Success Resources Australia Pty Ltd shall own any recordings, that can be used at their discretion for promotional or marketing purposes.

(b) Should you not wish to appear in any promotional or marketing materials you must put this in writing via email to [info.au@srglobal.com](mailto:info.au@srglobal.com) for your request to be considered.

(c) You agree not to record any part of Founders Academy. Failure to comply with this directive could lead to your participation in the Founders Academy being revoked with no refund or credit being provided.

#### **11. No Guarantee of Results:**

- (a) Success Resources Australia Pty Ltd takes no responsibility and provides no guarantees for the results achieved using the learning material provided during the Founders Academy.
- (b) Example results used as examples and are for reference only and in no way guarantee that the same or similar results will be achieved.
- (c) Results achieved will be dependent on many factors, including but not limited to, you, the method and speed of execution of any strategy, the market, force majeure, economic conditions, and your existing position when making the purchase
- (d) By entering into this agreement, the purchaser accepts that they are responsible for their own result and that of their guests from participating in the Founders Academy.

## **12. Disclaimers:**

You acknowledge:

- (a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform in the Founders Academy ('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) Success Resources Australia Pty Ltd may pay commissions to third parties arising from your entering into this agreement.

## **13. Force Majeure**

- (a) In the event that the Founders Academy 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, internet or service issue, 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, Success Resources Australia Pty Ltd reserves the right to postpone and reschedule.
- (b) If the Founders Academy is to be rescheduled or postponed, you are not entitled to a refund and Success Resources Australia Pty Ltd shall have no further liability to you in respect of the rescheduling or postponement. Success Resources Australia reserves the right to amend the speaker line up, however, educational topics will remain the same should the date be altered from the 23<sup>rd</sup> of February 2022.
- (c) If the Founders Academy is to be rescheduled or postponed from the 23<sup>rd</sup> of February 2022, Success Resources Australia will provide you with access to the Founders Academy, within one (1 year) of 23<sup>rd</sup> of February 2022. If the opportunity to attend the Founders Academy is not provided within this timeframe, the Founders Academy will be listed as cancelled and term 13(d) will be activated.
- (d) If the Founders Academy is cancelled, Success Resources Australia Pty Ltd, will refund you your investment, minus any fees for services already used as part of the Founders Academy. Success Resources Australia Pty Ltd shall have no further liability to you if the Founders Academy is cancelled.

## **General**

14. All notices or other communications must be made to [info.au@srglobal.com](mailto:info.au@srglobal.com)

15. 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.

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

17. 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.

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

19. The Founders Academy program contains adult language and themes and is recommended for mature attendees aged 16 years and over.

20. The Founders Academy is provided in English & no alternative languages will be made available.

21. All speakers advertised will appear at different times and not the full duration of the Founders Academy.

22. One invoice is generated per order and communication is solely with the buyer of the Founders Academy until guest details are provided.

### **Non-Disclosure Agreement**

23. Client hereby acknowledges that they will be trained in material considered “trade secret” and confidential in nature. Client agrees to not disclose any techniques nor comments about the seminar service of any kind to others, via forum, message boards, private emails, blogs, or other venue. If Client does disclose any information about the Founders Academy, then they admit to damages and breach of contract and will be subject to civil litigation and damages. Client agrees to not create, nor partner nor associate with any person, any kind of product related to Success Resources Australia Pty Ltd, including but not limited to e-books, special reports, audio or video files, public postings of content, or any other derived materials.

24. Client agrees to indemnify and hold harmless Success Resources Australia Pty Ltd against all loss or damage that client may suffer as a result by Success Resources Australia Pty Ltd and its speakers and associates and any of its affiliates and representatives from any breach of these Terms and any other cause or alleged cause of any kind. Success Resources Australia Pty Ltd reserves the right to alter terms and conditions with prior notice.

Presented by:  
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**SUCCESS  
RESOURCES**  
YOUR LEARNING PARTNERS