### **Elite Wealth Mentor – Terms and Conditions**

## **Engagement**

- 1. (a) By placing an order to purchase the seminar services stated on the form, tax invoice or electronic mail, you acknowledge that you have read these Terms and Conditions. Upon payment and/or signing of the contract this forms a contract between you and Success Resources Australia Pty Ltd and that you agree to our privacy policy <a href="https://success-resources.com.au/privacy-policy.html">https://success-resources.com.au/privacy-policy.html</a>
- (b) In these terms and conditions, the following term seminar services will cover all or any of the following and will apply to this order:
- (i) Tickets to live seminars and/or online digital seminars
- (ii) Ongoing Mentoring or coaching
- (iii) Tangible products
- (iv) Online or virtual resources

#### **Time and Place**

- 2. Your payment of the Investment to us entitles you to:
- (a) Attend the Location during the live Seminar Hours to receive the Seminar Services; and
- (b) To receive a copy of the Materials.
- 3. Success Resources Australia Pty Ltd may change the Speakers, the Hours, the Dates and/or the Location of the Seminar Services for any reason by notifying you in writing of the change and detailing substitute Speakers, Seminar Hours, Dates and/or Location, this will not in any way change the content of the seminar service and:
- (a) Success Resources Australia Pty Ltd 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 Success Resources Australia Pty Ltd in consideration of the Seminar Services:
- (a) The Investment Sum in one lump sum on the placing of the Order by you without a set off, deduction or counterclaim; or
- (b) If Success Resources Australia Pty Ltd has agreed that you may pay by Instalment, you must pay each Instalment to Success Resources Australia Pty Ltd in full and without set off or deduction the Instalment Sum on the Instalment Payment Date.
- (c) If you do not pay Success Resources Australia Pty Ltd the minimum deposit at the time of purchase, the difference between your investment and minimum deposit will be charged within 7 working days.

- (d) Installment due date will take place on the same date the initial deposit is made, unless this falls after the 27th of the month, whereby the 27th will be used as the instalment date.
- (e). If you do not pay the investment sum in full Success Resources Australia Pty Ltd reserves the right to add an installment payment surcharge to the total investment sum. The total investment sum will be the payment plan amount stipulated on the form.
- (f) All online sales will incur a Payment Processing fee of 1.85%. The payment processing fee factors in a variety of costs, including expenses associated with providing a secure payment gateway, Payment Card Industry compliance, hosting, fraud, pre-payment risk mitigation, and the costs associated with processing credit and debit card payments. The payment processing fee is calculated as a percentage rate of the total order.
- (g) All online sales will incur a handling fee of \$3.30 (includes GST) to cover costs associated with taking, processing and fulfilling your ticket booking and the costs associated with the technology we use to provide you with our services. The fee is charged per transaction, not per item purchased.
- 5. Payments made under this agreement must be made by the means specified in the Order.
- 6. (a) If Payment instalments are not made by the agreed approved due dates, Success Resources Australia Pty Ltd reserves the right to cancel your seminar services, should the outstanding amount not be paid within 60 days of the payment due date. No refund or credit will be provided, and the funds for the seminar service will be forfeited by the client
- (b) if the seminar services have been used, accessed or available to you Success Resources Australia Pty Ltd reserves the right to place all outstanding and overdue accounts with a debt collection agency.
- (c) Until payment has been made in full, some or all of the seminar services and materials will be withheld until any outstanding balance is settled.

## **Cancellation Rights**

7. If you advise Success Resources Australia Pty Ltd in writing via electronic mail to <a href="mailto:info.au@srglobal.com">info.au@srglobal.com</a> within 3 working days of placing the order that you do not wish to receive the seminar service then this agreement will be terminated. Providing the seminar service or materials have not been opened or used and are returned in original condition, Success Resources Australia Pty Ltd will refund you all monies you have paid as part of the agreement within 30 working days of receiving the electronic mail.

Success Resources Australia Pty Ltd does not accept 3rd party cancellations, cancellations to alternative email address or any other method other than stated above. If seminar services or materials have been accessed or not in original condition, Success Resources Australia Pty Ltd reserves the right to not refund monies paid.

## **Transferring tickets**

- 8. (a) In the event you are unable to attend the seminar service you have purchased, you can transfer this service to the next edition of the seminar service if and when held in Australia subject to notifying Success Resources Australia Pty Ltd in writing to <a href="mailto:info.au@srglobal.com">info.au@srglobal.com</a> at no additional cost.
- (b) The seminar service is to remain and only be used by the name of the purchaser.

(c) Complimentary tickets to any events, including those issued as bonuses as part of your purchase, may not be transferred and are to remain in the name of the purchaser.

# **Event Cancellations / Postponements**

9. Success Resources Australia Pty Ltd may cancel / reschedule / postpone the Seminar Services for any reason. If a Seminar Service is cancelled or postponed in full or in part, Success Resources Australia Pty Ltd will use its reasonable endeavours to notify you of the cancellation or postponement using the details you provided at the time of booking.

If a Seminar Service is cancelled, Success Resources Australia Pty Ltd will refund you the Investment you have actually paid to us minus any reasonable administration costs (as determined by Success Resources Australia Pty Ltd) within 30 days of giving you notice of cancellation.

If a Seminar Service is rescheduled or postponed, Success Resources Australia Pty Ltd will, where possible, use its reasonable endeavours to offer you tickets to the rescheduled Seminar Service equivalent to the value of the investment actually paid to Success Resources Australia Pty Ltd. Any elements of the Seminar Service that have been provided to you are non-refundable. Seminar services which are rescheduled or postponed are not eligible for a refund and Success Resources Australia Pty Ltd shall have no further liability to you in respect of the cancellation, rescheduling or postponement of the Seminar Service.

#### **Disclosures**

- 10. You acknowledge:
- (a) that neither Success Resources Australia Pty Ltd, 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) Success Resources Australia Pty Ltd may pay commissions to third parties arising from your entering into this agreement.
- (d) To gain entry to the live seminar service photo Identification will need to be presented at registration and attendee will need to pass through a security check point.

## **Ticket Sale and Resale**

- 11. (a) The seminar service may not be transferred to an alternative person, resold (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods and services.
- (b) If the seminar service is sold or used in breach of this condition, the service may be cancelled without a refund and the bearer of the ticket may be refused admission. 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.

# **Force Majeure**

12. If the Seminar Services as contemplated by this Agreement are prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, flood or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of both parties, then the promoter may at its option either postpone the Seminar Services from the original Seminar Services date or cancel and refund as per term 9.

### General

- 13. All notices or other communications must be made to info.au@srglobal.com
- 14. 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.
- 15. 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.
- 16. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.
- 17. The seminar service is for a mature audience. Children under the age of 16 are not permitted to attend.
- 18. To gain entry to seminar service, the purchaser must provide Success Resources Australia Pty Ltd with their full contact details. This includes name, contact number, email address and a postal address in a readable format.
- 19. One invoice is generated per order and communication is solely with the buyer of the seminar service until guest details are provided.
- 20. Services will not commence until you have made payment in full for the Elite Wealth package, until such point in time payment is made in full services will not commence.
- 21. Within 14 days of final payment or payment in full you must provide *Graeme Holm or his* associated entities ALL required & requested supporting documentation & information requested by them to allow them to complete a detailed financial analysis as well as assess any business plan or other relevant documentation to your personal or business position.
- 21.(a) Failure to provide requested information within 14 days of final payment will result in a delay in providing ongoing services and Graeme will not be held responsible for you not having or providing the requested documents and information for him to coach you at an Elite level. ie: if you have a business and do not have a current business plan, you must provide Graeme a current business plan for him to be able to assist you and provide maximum value in the program.
- 22. Elite Wealth is a service offering of coaching to sophisticated investors looking to be involved in more specifically with the same investment opportunities Graeme invests in himself or JV and other opportunities he considers personally, independent legal and investment advice should always be sought prior to undertaking any investment decision or choice and information provided by Graeme will always be subject to you completing your own professional due diligence and you should not rely on any presentations in your investment and or business opportunities.

- 23. The Elite Wealth 1 year program is inclusive of but not limited too:
- (a) A restructure of current mortgages and debts allowing them to be repaid at a faster rate than your present repayment schedule.
- (b) A potential refinance of current mortgages and debts allowing them to be repaid at a faster rate than your present repayment schedule, saving years off the scheduled mortgage term and significant interest savings.
- (c) 6 x 1 on 1 private coaching (once every 8 weeks) sessions with Graeme to explore business and development or potential investment opportunities either face to face or via video conference, all face to face sessions must be attended in one of Graeme's office locations at your own cost of travel and any relevant expenses associated with attending these meetings and coaching sessions.
- (d) 2  $\times$  1-2 day high level mastermind and business networking / coaching events within the 12 month program
- (e) 1 x complimentary ticket for 2 attendees to a money mentor masterclass to gift to family or friend.
- (f) Personal Email and Mobile number for Graeme Holm.
- (g) Direct access to Graeme Holm for 12 months from final payment date.
- (h) Graeme will become your personal wealth mentor and accountability partner, he will provide you multiple business / investment opportunities for your consideration, you should always seek independent financial and or legal advice before undertaking any investment or purchase of any nature.
- (i) You will gain access to Graeme's business and personal network which will likely open up opportunities to you not previously been accessible.
- (j) Graeme does not warrant the performance of any of the opportunities that he may present to you however he will likely also be invested in the same transaction as he has strong confidence in the opportunity.
- (k) Full access to the Rapid Repay Program
- 24. The inability to refinance the current mortgage due to personal circumstances bears no effect on the Rapid repay strategy and does NOT entitle you to a refund as 23 (a) will apply and you will be in a superior financial position by adopting this strategy.
- 25. In reference to wholesale and lower interest rates both verbally & written is always subject to strict internal qualification criteria and application and lender approval so customers should note lower interest rates are not guaranteed.
- (a) If a customer does not qualify for a wholesale or lower interest rate, this does not entitle you to a refund as rate does not play a significant factor in the Rapid repay strategy.
- 26. In the event of tickets or vouchers being gifted to you by Infinity Group & or Success Resources for joining Elite Wealth, these tickets / vouchers have ZERO transferable value and if you already have a same ticket or voucher you may allocate this gift / voucher to a nominated friend or family member under the terms and conditions of Success Resources. They are not

transferrable or redeemable for any other courses, events, seminars or cash and have no value other than the intended purpose of the gift.

- 27. Commencement date of the 12 Elite Wealth, coaching and mentoring is 14 days after the full payment is received.
- 28. If any credit or lending advice is believed to be discussed with you during or after the money mentor masterclass based upon your personal circumstances it will be documented in a written credit proposal provided by Infinity Group Finance, any conversation, documents emails or other should not be considered as formal advice under any circumstances and clients should only rely upon a formal written Credit Proposal being provided in writing.
- 29. Infinity Group Finance Pty Ltd ACN No. 609 889 607 holds an Australian Credit Licence 505926.

Any information or advice provided during the money mentor masterclass is of a general nature only and was prepared without considering your specific personal objectives, financial situation or needs. Before acting or relying on this advice you should consider the appropriateness of this advice having regard to your personal circumstances and objectives. You should also obtain a Product Disclosure Statement in relation to any financial product prior to making any decision about whether to acquire the product from the selected advisor/Firm. Wealth Creation, Self-Managed Super Fund and Retirement Strategy services are not authorised by Infinity Group Finance Pty Ltd, ACN No. 609 889 607 and it's Australian Credit Licence 505926 and the services provided by Infinity Group Coaching Pty Ltd or associated entities or referral partners are subject to their own individual licenses for products and or services provided.

# **Non-Disclosure Agreement**

- 30. 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 seminar services 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. Client shall not record any portion of the seminar service.
- 31. 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.