

Emerald Titanium Membership

Terms and Conditions

Engagement

1 (a) Thank you for accepting our offer to present the Emerald Titanium Membership to you. 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) The Emerald Titanium Membership is a combination of private live seminars for people looking to create multiple streams of income and improve their business strategy, hosted by Success Resources Australia Pty Ltd. 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. For the duration of the private live seminars as part of the Emerald Titanium Membership, Success Resources Australia Pty Ltd will consider the location and venue of the live seminar as their normal place of business.

c) The Emerald Titanium Membership provides complimentary tickets to the below seminars

- (i) Business Mastery – Event Only – Highest ticket class available
- (ii) Date With Destiny – Gold Coast — Diamond ticket
- (iii) Unleash the Power Within– Diamond ticket
- (iv) 4 x Multi speaker events – highest ticket class available for the event

d) Subject to which lapses first, the Emerald Titanium Membership will be accessible to the buyer until they have attended all seminars listed in term 1 (c) or until (5) five years from the date of purchase.

e) Any inclusions listed in term 1 (c) not used within the timeframe will be unable to be transferred, exchanged, or refunded.

2. Delivery of The Emerald Titanium Membership:

(a) Access to The Emerald Titanium Membership seminars can be provided as per the below:

- (i) Tickets to live seminars and/or online digital seminars
- (ii) Ongoing Mentoring or coaching
- (iii) Tangible products
- (iv) Online or virtual resources

(b) Information on The Emerald Titanium Membership will be sent via email prior to each seminar, with instructions on how to register for each The Emerald Titanium Membership seminar.

(c) It is the responsibility of the purchaser to provide all contact information for each ticket holder and to register and attend Emerald Titanium Membership seminars

(d) Each Emerald Titanium Membership seminar purchased will receive access to seminars as per term 1(c)

(e) The delivery of Emerald Titanium Membership 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) Emerald Titanium Membership seminars are live, and no recording is provided.

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 Emerald Titanium Membership.

(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 Emerald Titanium Membership.

(c) Installment due date will take place on the same date initial deposit is made, unless this falls after the 27th of the month, whereby the 27th will be used as the instalment date

(d) Until payment has been completed in full, all inclusions of Emerald Titanium Membership will be withheld.

(e) Unless otherwise agreed in writing with Success Resources Australia Pty Ltd, if payment of balance has not been completed within 6 months from the date of initial payment, the order of Emerald Titanium Membership 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 Emerald Titanium Membership, this is a separate agreement exempt from Success Resources Australia PTY LTD, who will have no liability regarding this agreement.

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

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 Emerald Titanium Membership then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Emerald Titanium Membership, 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 3rd 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 Emerald Titanium Membership 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 Emerald Titanium Membership belongs to Success Resources Australia Pty Ltd and Robbins Research International INC.

(b) You agree and acknowledge that by purchasing Emerald Titanium Membership 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 Emerald Titanium Membership or inclusions of Emerald Titanium Membership in anyway.

(c) You agree to keep confidential and not to disclose to any third party, any information shared during Emerald Titanium Membership seminars which could harm Success Resources Australia Pty Ltd, Tony Robbins or Robbins Research International INC.

6. Privacy and your security:

Success Resources Australia Pty Ltd will collect personal information including but not limited to name, contact details, email address and postal address. This information will only be shared with Robbins Research International INC and used to provide access to Emerald Titanium Membership seminars and enhance your Emerald Titanium Membership experience.

7. Attendee Details for the Emerald Titanium Membership

(a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 14 days prior to the Emerald Titanium Membership seminar start dates.

- (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 14 days prior to the Emerald Titanium Membership seminar start dates.

8. Complimentary tickets

(a) Complimentary tickets will be issued for Emerald Titanium Membership until all inclusions of 1(c) have been used and for a maximum period of 3 years from the date of purchase.

(b) Any inclusions of Emerald Titanium Membership not redeemed within the timeframe, will be become null and void unless otherwise agreed in writing. No refund will be provided for unused seminars.

9. Ticket Sale and Resale

(a) The re-advertisement of any Emerald Titanium Membership or any seminars associated with the purchase of Emerald Titanium Membership for the purposes of resale is strictly forbidden.

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

(c) If your Emerald Titanium Membership or seminars is found to be offered or advertised for resale, then you will forego your right to alter the name on the ticket, should this be applicable to the Emerald Titanium Membership ticket.

(d) Only Emerald Titanium Membership orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed access to Emerald Titanium Membership seminars. 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 Emerald Titanium Membership may be recorded, and that Success Resources Australia Pty Ltd and Robbins Research International INC 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 for your request to be considered.

(c) You agree not to record any part of Emerald Titanium Membership or seminars included. Failure to comply with this directive could lead to your participation in Emerald Titanium Membership 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 Emerald Titanium Membership.

(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 Emerald Titanium Membership.

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 Emerald Titanium Membership ('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 any seminar included in the Emerald Titanium Membership 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, Success Resources Australia Pty Ltd reserves the right to postpone and reschedule.

(b) If any seminar included in the Emerald Titanium Membership 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.

(c) If any seminar included in the Emerald Titanium Membership is to be rescheduled or postponed, Success Resources Australia has five (5 years) from the point of purchase to provide you with the inclusions as per term 1(c). If the opportunity to attend seminars included in the Emerald Titanium Membership are not provided within this timeframe, these seminars will be listed as cancelled and term 13(d) will be activated.

(d) If seminars included in the Emerald Titanium Membership are cancelled, Success Resources Australia Pty Ltd, will refund you your investment, minus any fees for services already used as part of Emerald Titanium Membership. Success Resources Australia Pty Ltd shall have no further liability to you regarding any cancellations.

General

14. All notices or other communications must be made to 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. Seminars included in the Emerald Titanium Membership program contains adult language and themes and is recommended for mature attendees aged 16 years and over. Due to the adult language and themes, we do not allow children aged 10 or under to attend. Attendance by children aged 11-16 is only with parent or guardian discretion on the provision that they have a valid ticket and are always accompanied by an adult.

20. All seminars included in the Emerald Titanium Membership are provided in English, should you require translation, please email info.au@srglobal.com for costs and translation options.

21. All speakers advertised will appear at different times and not the full duration of the seminars included in the Emerald Titanium Membership

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

Money Back Satisfaction Guarantee:

23. Purchases of the Emerald Titanium Membership will be exempt from any money back guarantee offers.

Non-Disclosure Agreement

24. 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 Emerald Titanium Membership, 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.

25. 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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