

## Terms and Conditions

### 1. Definitions

- 1.1 "Seller" means **Infinite Outcomes Pty Ltd ABN 176 373 852 03**.
- 1.2 "Client" means any person, body corporate or entity which purchases or orders the Goods/Services from the Seller.
- 1.3 "Terms and Conditions" means these terms and conditions for the supply of the Goods/Services by the Seller to the Client, as amended or varied in writing by the Seller.
- 1.4 "Contract" means a contract between the Seller and the Client for the sale of the Goods/Services.
- 1.5 "Goods/Services" means all goods/services delivered by the Seller to the Client or to be delivered by the Seller to the Client.
- 1.6 "Payment Plans" means any agreement between the Seller and the Client to pay the total invoice amount in instalments.

### 2. Refund Terms

- 2.1 This transaction has a cooling off period of three days. Any cancellations within this period will not incur any charges.
- 2.2 No refunds or cancellations after the three day cooling off period will be accepted under any circumstances including if the Client does not attend the course.
  - 2.2.1 Cancellation and/or changes by the Client after this time will result in cancellation fee equal to 100% of the course fee/ payment plan arrangement.
  - 2.2.2 In the event that the Client is on a payment plan which is not yet completed at the time of the cancellation within 14 business days, then the full balance owing will be recovered to satisfy damages owing.
  - 2.2.3 If the Client is on a payment plan, the total payments on the principal amount must be equal to or higher than the cost of the course, unless approved by the *Seller*.
- 2.3 All dates and location are subject to change without notice and *Seller* cannot be held responsible for any costs incurred as a result.
- 2.4 Payment and attendance does not guarantee certification.

### 3. Force Majeure

- 3.1 If the 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 Seller may at its option either postpone the services from the original Services date or cancel and refund as per clause 2.

### 4. Price and Payment

- 4.1 The Price shall be as indicated on the Invoice and/or the Enrolment Form provided by the Seller to the Client in respect of Goods and/or Services supplied.
- 4.2 All deposits are non-refundable.
- 4.3 Pricing on courses is for 'tuition' only. Food, travel accommodation and other costs are not included in the event price unless specifically stated in writing by *the Seller*.
- 4.4 Time for payment for the Goods and/or Services shall and will be stated on the invoice, enrolment forms or payment plan forms.
- 4.5 All prices include GST.
- 4.6 Only valid credit cards or payment methods acceptable to us may be used to purchase Seller's Goods/Services.
- 4.7 By placing an order you represent and warrant that you are authorized to use the designated payment method and you authorize us to charge that payment method for your order.
- 4.8 When you provide your payment information, you further authorize the Seller or any third party who the Seller may use to process and store your payment information.
- 4.9 In the event that your payment method cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically. You are then responsible for resolving any problems in order to proceed.

## 5. Certification

- 5.1 It is the intention of the Seller and agreed by the Client that certificates of completion and qualification as the result of services or goods themselves shall not be passed onto the Client until (a)The Client has paid all amounts owing for the particular service or goods, (b)The Client has met all other obligations due by the Client to the Seller in respect of all contracts and agreements of use of goods and services between the Seller and the Client have been signed.

## 6. Non-Disclosure Agreement

- 6.1 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 event of any kind to others, via forum, message boards, private emails, blogs or other venue. If Client does disclose any information about the event 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 the Seller, 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 event.
- 6.2 Client agrees to hold harmless Seller against all loss or damage that Client may suffer as a result by Seller and its speakers and associates and any of its affiliates and representatives from any breach of these Terms and Conditions and any other cause or alleged cause of any kind. Seller reserves the right to alter terms and conditions with prior notice.

## 7. Privacy Act 1988

- 7.1 The Client agrees for the Seller to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by the Seller.
- 7.2 The Client agrees that the Seller may exchange information about Client with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes: (a) To assess an application by Client; (b) To notify other credit providers of a default by the Client; (c) To exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and (d) To assess the credit worthiness of Client.
- 7.3 The Client consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section18K (1)(h) Privacy Act 1988).
- 7.4 The Client agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Client and Seller or required by law from time to time: (a) provision of Goods and/or Services; (b) marketing of Goods and/or Services by the Seller, its agents or distributors in relation to the Goods and/or Services; (c) analysing, verifying and/or checking the Client’s credit, payment and/or status in relation to the provision of Goods and/or Services; (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and (e) enabling the daily operation of Client’s account and/or the collection of amounts outstanding in the Client’s account in relation to the Goods and/or Services.
- 7.5 The Seller may give, information about the Client to a credit reporting agency for the following purposes: (a) to obtain a consumer credit report about the Client; and or (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

By agreeing to sign up to our services and by receipt of this document over email, you acknowledge that you agree to Infinite Outcomes Pty Ltd’s ( ABN 176 373 852 03 ) Terms & Conditions as above unless otherwise stated in writing/response to this email by you.