

YOUR SUCCESS PROGRAM TERMS & CONDITIONS

By placing an order with The Global Success Institute, you are agreeing to these Terms & Conditions. Please read these Terms and Conditions before placing an order.

In this Agreement:

"You" means the person placing an order.

"We" and "us" means The Global Success Institute Pty Ltd ABN: 21 163 412 057

"Agreement" means these Terms & Conditions, together with the completed order form; you are making an offer to purchase products, which, if accepted by us, will result in a binding agreement.

The Agreement is governed by the laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria, and the courts entitled to hear appeals from those courts.

By using the website to buy products online, you confirm that you are at least 18 years old.

By completing, submitting your acceptance form and payment of Deposit, you are deemed to have agreed to the following Terms and Conditions:

- 1. You will receive 12 months online access to classes and course materials that are relevant to the program selected at the time of enrolment.
- 2. Attend the training via face-to-face or via live streaming (if applicable) and receive services provided at that training
- 3. To accesses all classes or training at my own cost
- 4. Please consider and refer to your financial situation before signing and submitting your acceptance form. Upon part/full payment of your Deposit, your selected Course begins, and you are liable for the Course payment.

Training payments:

- 5. Due to the high value of the intellectual property transferred, no returns will be accepted or refunds given for The Program/ ("the product").
- 6. The course fees and the course selected is not transferable for any reason.
- 7. Payment must be made upfront or regular payments instalments as specified on the order form.
- 8. The complete investment amount for the program must be paid in full 30 days prior to attending any associated training.
- 9. If you wish to change the date of your training, you may do so as long as you advise The Coaching Institute in writing and receive a confirmation of your request, and the request is outside 30 days of the training date. Each request to change a confirmed training date will attract a \$500 fee per request. Where training is within 30 days of your written request to change dates, you may be liable for the full value of that training.
- 10. Account not paid within terms are subject to a fee of \$10 per failed payment plus additional 10% p.a. finance charge until the outstanding amount paid in full. We reserve the right to charge any cost associated with the recovery of an overdue account.

Training – I agree –

- 11. That the training sessions which I will be to participate in may be personally, emotionally and physically challenging for me and I agree that I have undertaken any necessary tests or investigations with a suitably qualified expert before commencing training to ensure that I am physically, mentally and emotionally fit for it. I understand that there may be sexually explicit content and strong language may be used throughout the training. I understand that some discussions may be confronting and that I will participate only to the extent I feel comfortable.
- 12. I will not hold The Coaching Institute liable for any loss or cost or damages incurred by me (or any person related to me) in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to these training sessions. I will indemnify you in the event of any such claim.
- 13. The Coaching Institute reserves the right to change the training venue at any point prior to the training in order to best serve the needs of the students.
- 14. All training sessions must be commenced and completed within 12 months from the day of purchase of the training program. After this timeframe has expired, the fee will be incurred.



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Intellectual Property

- 15. To indemnify & keep indemnified The Coaching Institute from & against all loss, damage or liability (whether criminal or civil) suffered & legal fees & costs incurred by The Coaching Institute resulting from a breach of this agreement by the Student including if applicable any neglect or default of the Student's employees or agents.
- 16. Not to cause or permit anything which may damage or endanger the intellectual property of The Coaching Institute or assist or allow others to do so (The Coaching Institute's intellectual property includes all aspects of The Coaching Institute's intellectual property in whatever form associated with The Coaching Institute, including but not limited to the rights contained in their website, stationary, customer lists, graphics, literature, style of trading, copyright, design rights, patents, logos, course materials and content etc.).
- 17. That what is taught within the program and the intellectual property delivered in any form remains the copyright of The Coaching Institute and will not be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without our written consent. A breach of this is considered serious misconduct and may result in TCI taking action such as the removal of the student from the course with all fees becoming immediately due and payable or the initiation of legal proceedings against the student.
- 18. Not to solicit, deal with or engage any of the personnel provided by The Coaching Institute to supply the Course for a period of two years from the date of the agreement without the prior written consent from The Coaching Institute, not deal with or engage in business dealings with any The Coaching Institute personnel.
- 19. Not to make copies or distribute any materials from the Course other than as required to doing so, for the purpose of participating in the Course. Except as this Agreement specifically permits, at any time to divulge to any third party any part of the Confidential Information or of the Intellectual Property nor provide to any third party a copy of any document or audio recording which comprises or contains Confidential Information or Intellectual Property.
- 20. That any publicity or information provided by The Coaching Institute in relation to the provision of the Course is for guidance only & are subject to alteration from time to time without consent from the Student.
- 21. That in the event that The Coaching Institute is liable to any extent under this agreement or under general law The Coaching Institute's liability is to be limited to the amount of the Fee paid by the Student.
- 22. The Coaching Institute is not liable in any way if the Course contains materials which the Client is already familiar with.
- 23. That The Coaching Institute has not made any representation that participation in the Course guarantees success as including but not limited to a Coach; Business Coach, Niche Specific Coach; Executive Coach or Meta Dynamics[™] Practitioner or will guarantee income.
- 24. All difference which may arise as a result of this agreement shall be referred to a single arbitrator to be agreed upon by the parties.