

By placing an order with The Global Success Institute, you agree 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

"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 access 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.

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.

1. These terms and conditions apply to your application for and participation in our Ambassador (Referral Partner) Program ("the Program").
2. This Agreement will commence upon The Coaching Institute's ("TCI's") acceptance of your application to join the Program.
3. In order to be accepted into the Program, you must firstly have purchased the Your Success program. Premature withdrawal from the Ultimate Ambassador program will result in immediate termination of this Agreement.
4. By submitting an application into the Program, you acknowledge that you have read, understood and agree to be bound by the terms and conditions below. These terms and conditions form the Agreement between you and TCI.
5. We are under no obligation to accept an application to be an Ambassador (Referral Partner).

Obligations -

6. In becoming an Ambassador (Referral Partner), you shall display a unique tracking link (URL) to our Your Ultimate Self website in a prominent position in relevant sections of your website(s), promotional emails, blog, newsletter, social media etc. ("Links"). You must comply with any reasonable directions we give you about the placement of banners, links and text on your website.
7. We will track the referral leads and sales derived from the Links. When someone clicks on your link, a cookie is set in their browser for 60 days. Once that person purchases the Your Ultimate Self program on the Your Ultimate Self website, we'll read that cookie and know that you referred them.
8. You agree that it is your responsibility to integrate the Links into your website(s) / social media etc. properly in accordance with our instructions. You are responsible for ensuring that your Links are working correctly and have not been modified or are incomplete. We shall not be liable to you in relation to your failure properly to integrate the Links into your website(s)/social media, including to the extent such failure may result in any reductions of commission payments that would otherwise be paid.
9. Once you are accepted as an Ambassador (Referral Partner), you will be able to access your own referral partner dashboard so that you can track the sales that you have generated.

Commission -

10. Commissions will not be paid on purchases of the Ultimate Ambassador program made by current, former or graduate students of The Coaching Institute. Commissions will only be made on purchases made by new students (external to The Coaching Institute community).
11. Each time a new student completes their purchase of the Ultimate Ambassador from the program website, we will pay you a commission of \$200.00 (minus half the applicable PayPal fees incurred by TCI – see PayPal for fee information).
12. Commissions will only be paid to you upon confirmation that the Ultimate Ambassador program has been paid for in full by the new student.
13. In order to be eligible to receive commissions, you must have an Australian Business Number (ABN) and the ABN must be quoted on your Tax Invoice.
14. In order to be eligible to receive commissions, referee must use your (Referral Partner) Ambassador unique link.
15. If a Your Ultimate Self program for which commission is payable to you is cancelled by a new student, we are entitled to a refund of any commission already paid to you for that program and we are entitled to offset this commission from any further payments due to you.
16. We may vary how we calculate commission by giving you 30 days' notice in writing. We may increase or reduce the percentage rate of commission or change the way we calculate commission. If you do not agree to the change, you may terminate this agreement in accordance with the 'Termination' clauses below.

Payment -

17. Payment will be made to you subject to the Commission terms being met.
18. We will pay you commission within 90 days of receiving your tax invoice at the end of each month as long as the conditions set out in clauses 10, 12 & 13 above are met.
19. All commissions will be paid via PayPal unless prior, alternative arrangements are made.
20. We will adjust any commission paid or payable for refunds on cancellation of the Your Ultimate Self Program purchased by a new student. We will deduct the adjustment amount in your next commission payment.
21. Our calculation of your commission and your entitlement to payments depends on the Links to our Your Ultimate Self website being operational for us to collect the necessary data. If the Links do not enable us to collect the necessary data you will not be entitled to any commission on any sales.
22. No payment will be process, If you have outstanding invoices with The Coaching Institute. Any payment/credit will be automatic offset against any outstanding debt.

Intellectual Property-

23. We own all intellectual property in the banners, resources, graphics, images, text, and other content provided to you.
24. We grant you a limited, non-exclusive, non-transferable, non-sub licensable, revocable licence for the duration of this Agreement to use these solely for the purpose of providing the links on your website/social media etc. and displaying promotional text and material about our Your Ultimate Self program in accordance with these terms and conditions.
25. Your use of branding, logos or methodologies may be suspended or terminated if it is believed that you have breached, violated, abused, unethically manipulated or exploited any terms and conditions or have otherwise acted unethically in your use of the brand.
26. We reserve all rights in all graphics, images, text and other content provided to you together with all rights in our trade names, trademarks, domain names, copyrights and any other intellectual property rights owned by us.

Marketing Materials and Resources -

27. We will make available website banners, quote panels, technical support details and other web based resources to support your activities as our Ambassador (Referral Partner). You may use the banners and resources only to provide the links on your website/social media etc. to the Your Ultimate Self website. You may only use the banners and resources in a way that's approved by us and you must not alter or tamper with the banners and resources in any way.
28. You are solely responsible for the implementation of all URLs that are linked to the Your Ultimate Self website. Once your application is approved, we will send you an email confirmation with banner/s, text links and a tracking URL to monitor your website referral and sales. We will be unable to track your website sales if you make any changes to the tracking URL. You hereby agree that when and if the URL used in tracking sales is modified, erased, corrupted for whatever reason we will not be able to track your website sales and we will not be liable for payment of any commission.

Indemnity -

29. You indemnify us and we indemnify you for any liability, loss, damage or expenses arising from a breach of this Agreement or any negligent or wilful act or mission.
30. We will not be liable for indirect or accidental damages (including without limitation any loss of revenue, commissions, data) arising under or in connection with this agreement or the program as far as it relates to you.
31. We disclaim any express or implied warranty representation or guarantee as to the effectiveness or profitability of the program or that the operation of the Your Ultimate Self website will be uninterrupted or error-free. We are not liable for the consequences of any interruptions or error in the Your Ultimate Self website or the program.

Confidentiality -

32. "Confidential Information" includes any information which is disclosed to you and marked or described as confidential. Confidential Information also includes any information disclosed to you and which ought to reasonably be treated as being confidential. Know-how, information about data and software are all examples of Confidential Information. If you are unclear on whether any information disclosed to you is Confidential Information, you should ask us whether or not it can be disclosed.
33. You must not disclose any Confidential Information to any third parties and you must take all reasonable steps and precautions to prevent disclosure of Confidential Information. You must not use Confidential Information for any purpose other than enjoying your rights or fulfilling your obligations under this Agreement.
34. Confidential Information does not include any information which is publicly available, unless it has become publicly available because you have disclosed it. Confidential Information also does not include any information which you receive from a third party, unless that third party is breaching an obligation of confidentiality by disclosing it to you.

Termination -

35. Either party may terminate this Agreement at any time without reason by giving seven (7) days' notice in writing.
36. Service of notice by email to the email address given in your application is deemed to be delivery of notice.
37. We may terminate this Agreement immediately by giving notice to you in writing:
 - a. If your website contains content or materials that in our absolute discretion causes or is likely to cause damage to our reputation or the reputation of our students, partners, clients or our customers; or
 - b. If your website includes content that is false or misleading, obscene, promotes violence discrimination or illegal activities or infringes the intellectual property rights of any third party; or
 - c. If you prematurely withdrawal from the Your Ultimate Self Ambassador(Referral Partner) program.
38. Upon termination of this Agreement for any reason you are no longer authorised to act as our Ambassador (Referral Partner) and you must immediately remove all banners, links, trademarks and logos from your website/social media etc. and stop your activities in relation to the Program.
39. We will pay all commission owing to you for Your Success programs purchased before or on the termination date but we will not be liable to pay any commission for any programs purchased after the termination date

Force majeure -

40. Each party agrees to release the other party from any loss arising directly or indirectly from a failure to perform, or delay in performing, any obligations under this agreement if the failure or delay is beyond that party's reasonable control. Without limiting the effect of this provision, we are not liable to you if the Your Ultimate Self website is down for any reason.

Status -

41. We and you are independent contractors, and nothing in this agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us.
42. By agreeing to these terms and conditions you are agreeing to declare any income made from this affiliation to all relevant Income Tax authorities.
43. You have no authority to make or accept any offers or representations on our behalf and all sales by us are transactions solely between us and the purchasing customer.
44. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver.

Severance -

45. If any provision of these terms and conditions and the resulting agreement between us (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force unless, in our reasonable opinion, the purpose of this agreement is frustrated as a result.

Change to these terms and conditions -

46. We may change these terms and conditions at any time. If any modification to the terms is unacceptable to you, you may terminate this Agreement in accordance with the 'Termination' clauses above. Your continuing participation in the Program will constitute your acceptance of the changes.

Entire Agreement -

47. These terms and conditions and the resulting agreement between us constitutes the entire agreement between us and supersedes all prior agreements, communications and proposals.

Definitions -

In this agreement, the following definitions apply:

Application means your application to us for participation in the Program.

Banners and resources means website banners, quote panels, technical support details and other web based resources to support your activities as our Ultimate Ambassador (Referral Partner) under this agreement.

Commencement date means the date when we notify you that we accept your application to participate as an Ambassador (Referral Partner).

New student means students who are not current, former or graduate students of The Coaching Institute.

Commission means the remuneration we pay you for each Ultimate Ambassador program purchased by a new student through the Your Ultimate Self website arising directly from the new student being referred from your website to the Your Ultimate Self website.

Total Sale Price means the total amount payable by a new student for a Your Ultimate Self program (including GST).

Link means an internet link between your website and the Ultimate Ambassador website that is able to be tracked by us.

Intellectual property means patents, trademarks, service marks, registered designs, unregistered design marks, trade or business names, copyright, data and database rights, any rights in any invention, discovery or process, confidential information or know-how and documentation.

The Program means the Ultimate Ambassador (Referral Partner) Program

Ambassador (Referral Partner) means a person that is appointed by us as our representative to provide referral services in relation to the program on our behalf.

We, us and our means The Coaching Institute (TCI) ABN 21 163 412 057

You or your means the person that is accepted by us as an Ambassador (Referral Partner) in the program.

Your website means that website domain name that you have identified in your application to participate in the program.

This is your Direct Debit Service Agreement with THE COACHING INSTITUTE (314011) 21 163 412 057. It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

DEFINITIONS

Account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between *you* and *us*.

Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit day means the day that payment by *you* to *us* is due.

Debit payment means a particular transaction where a debit is made.

Direct debit request means the Direct Debit Request between *us* and *you*.

Us or **we** means THE COACHING INSTITUTE, (314011) *you* have authorised by requesting a *Direct Debit Request*.

You means the customer who has signed or authorised by other means the *Direct Debit Request*.

Your financial institution means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

DEBITING YOUR ACCOUNT

By signing a *Direct Debit Request* or by providing *us* with a valid instruction, *you* have authorised *us* to arrange for funds to be debited from your *account*. *You* should refer to the *Direct Debit Request* and this *agreement* for the terms of the arrangement between *us* and *you*.

We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.

or

We will only arrange for funds to be debited from *your account* if we have sent to the address nominated by *you* in the *Direct Debit Request*, a billing advice which specifies the amount payable by *you* to *us* and when it is due.

If the *debit day* falls on a day that is not a *banking day*, we may direct *your financial institution* to debit *your account* on the following *banking day*. If *you* are unsure about which day *your account* has or will be debited *you* should ask *your financial institution*.

AMENDED BY US

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least **fourteen (14) days** written notice.

AMENDED BY YOU

You may change, stop or defer a *debit payment*, or terminate this *agreement* by providing *us* with at least 7 days notification by writing to:

Suite 40 37-39 Albert Road
Melbourne, VIC, Australia 3004

or

By telephoning *us* on +61396087900 during business hours;

or

Arranging it through *your financial institution*, which is required to act promptly on your instructions.

YOUR OBLIGATIONS

It is *your* responsibility to ensure that there are sufficient clear funds available in *your account* to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in your *account* to meet a *debit payment*:

- *You* may be charged a fee and/or interest by *your financial institution*;
- *You* may also incur fees or charges imposed or incurred by *us*; and
- *You* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct.

DISPUTE

If *you* believe that there has been an error in debiting *your account*, *you* should notify *us* directly on +61396087900 and confirm that notice in writing with *us* as soon as possible so that we can resolve your query more quickly. Alternatively *you* can take it up directly with *your financial institution*.

If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your query* by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify *you* in writing of the amount by which *your account* has been adjusted.

If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your query* by providing *you* with reasons and any evidence for this finding in writing.

ACCOUNTS

You should check:

- With *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- *Your account* details which *you* have provided to *us* are correct by checking them against a recent account statement; and
- With *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

CONFIDENTIALITY

We will keep any information (including *your account* details) in your *Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of our employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about *you*:

- To the extent specifically required by law; **or**
- For the purposes of this *agreement* (including disclosing information in connection with any query or claim).

NOTICE

If *you* wish to notify *us* in writing about anything relating to this *agreement*, *you* should write to

THE COACHING INSTITUTE

Suite 40 37-39 Albert Road Melbourne, VIC, Australia 3004 We will notify *you* by sending a notice in the ordinary post to the address *you* have given *us* in the *Direct Debit Request*. Any notice will be deemed to have been received on the third *banking day* after posting.