

Terms and Conditions

These terms and conditions apply to the service provided by Ultimate Achiever Corporation Pty Ltd (ACN 155 671 515) trading as "The Mojo Master" and "Ultimate Achiever" ("us", "we" or "our") for any and all events, courses, programs and retreats (the "Services") to you.

1. Order

You may order Services from us by submitting an order form ("Order"). We reserve the right to accept or decline, in whole or part, any Order. An Order will not be binding on us until we have agreed to it. Any quote provided by us will only be valid for 30 days and is not binding on us until we accept it. Following expiry of the 30 days, the fees are subject to revision.

These terms along with the Order govern the provision of Services to you. In the event of any inconsistency between these terms and the Order, these terms will prevail to the extent of such inconsistency. By submitting an Order, you agree to these Terms and Conditions.

2. Fees

The fee payable for our Services will be as specified in an Order. Please note that travel, accommodation, food, beverage and other associated costs are not included in the price of the Services and these costs must be paid for by you.

3. Payment Terms

You must pay all fees associated with the Services in advance at least 14 days before the commencement of the Services, unless otherwise agreed by us in writing. Payment may be made by any method we make available to you. If you choose to pay through a payment plan facility including Ezidebit or a similar financing service you must ensure that payment is made in advance on the terms as specified above.

If you fail to make payment when due we may:

- charge you a failed payment fee of \$30 to cover our administration costs; and/or
- charge you interest at a rate of 2% per month on any monies owed; and/or
- require you to, on demand, make payment of all costs, expenses or losses incurred by us as a result of your failure to pay, including but not limited to legal fees on a solicitor own client basis and debt collection costs.

You agree to pay us all fees on time and without set-off or counterclaim. All fees are non-refundable to the extent permitted by law.

4. Cancellation

We reserve the right to cancel any Order by giving you notice at any time before you make payment to us of all of the fees due or at any other time if you fail to follow these terms or where we have reasonable grounds to do so including (without limitation) where we believe that you have acted in a manner that is likely to disturb the Services or other persons attending the Services. Any money you pay to us up and until the time of cancellation will not be refundable.

You acknowledge and agree that after an Order is accepted and/or any money is paid under an Order, that there are no refunds or cancellations. If you do choose to cancel an Order after we have accepted it or after you have paid us money, you must pay us all fees as specified in the Order and all additional costs incurred by us as a result of your cancellation. We will invoice you such fees and you must make payment within 7 days from receipt of the invoice. Any fees already paid will not be refundable.

Where we are required to exercise our right to cancel any Services, we will not be liable to you for any loss or damage that you may suffer.

5. Transfer or Rescheduling of the Services

If you decide that you want to change the date, time and/or location of the Services that you have ordered, you may submit to us a request to do so which we may approve in our sole discretion. We may also allow you to transfer the Services to a third party where we provide written consent to you doing so (in our sole discretion), you pay the below transfer fees and that third party signs and accepts these terms and conditions. If you fail to attend any Services without providing us written notice, 100% of the fees paid by you are forfeited. To reenrol to attend the Service 30% of the original ticket price must be paid.

If we do allow you to change the date/time/location or transfer the Services to a third party then the following fees will apply:

Days prior to beginning of Service	Transfer Charge (excl GST)
>60 days	Free of charge
59 days - 21 days	\$297
20days – 7 days	\$450
<7 days	25% of the total fees due

If we deem it necessary for any reason to change the date, time or location of the Services, we may do so on providing you with written notice. In that case, you shall have the right to reschedule the Services to an alternative time however you shall have no claim to a refund or compensation.

6. Delay

Where there is a delay that prevents us from providing the Services which is caused by circumstances outside our control (such as a fire, or where you delay in providing us with information) our obligations will be suspended and you must pay us for all Services already completed. If you fail to provide us any information we reasonably request, we may cancel the Services.

7. Intellectual Property

You acknowledge our title to all material associated with the Services (including any material developed during the course of providing you with the Services and the intellectual property contained therein). We ask that you do not copy, reproduce or modify any of this material for any purpose except where we give you prior written consent.

8. Indemnity

You agree to indemnify and hold us harmless from and against any actions, claims, demands, proceedings, loss of every kind and nature known and unknown, including solicitors' fees (on a solicitor and own client basis) and claims by third parties due to or arising out of:

- your breach of these terms;
- the provision of the Services;

- your use of any venue or attendance at any Services (including without limitation any damage to the venue or any goods located at the venue);
- your reliance on the Services;
- your violation of any law (including intellectual property rights); or
- any negligent, fraudulent or criminal acts or omissions by you or your personnel.

9. Photos & Filming Consent

You acknowledge and agree that we (or an authorised agent of ours) may take photos and/or videos in connection with the provision of the Services.

You authorise and consent to us using any photograph or video taken during the provision of the Services for any purpose including for promotional and marketing purposes. You warrant that you have the permission of all attendees who you arrange to attend the event (such as your staff) to take and use such photos and videos.

10. Educational advice only

You acknowledge and agree that the information provided during the provision of the Services by us and our associated companies, staff, presenters and volunteers is for educational purposes only. The information provided to you is not and should not be construed as medical, financial or legal advice.

The Services are not intended to be a substitute for any professional medical, legal or financial advice. You understand that you should seek advice from qualified health professionals before making any mental, emotional and physical health decisions. You should also seek advice from a professional licensed broker, dealer, advisor or financial planner before making any financial decisions as a result of information received from us.

We provide the Services on an "as-is" basis and whilst every effort is made to ensure the information provided through the Services is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the information for any purpose.

To the maximum extent permitted by applicable laws, the Services are provided without warranty of any kind and we expressly exclude such warranties. You acknowledge and agree that:

- we are not responsible for any information provided at the Services;
- you are solely responsible for following or not following, or making an assessment of any information given at the Services;
- failure to follow any advice may affect the overall results that may be achievable at the Services;
- you are solely responsible for attending or not attending the Services, and how you participate in the Services is your choice;
- you have not been pressured or coerced into attending the Services;
- you are solely responsible for the results you achieve subsequent to the Services; and
- we do not guarantee any specific results.

11. Liability

Your use of the Services is at your own risk and to the extent permitted by applicable laws we exclude all liability of any kind, however arising, including any lost profit, lost opportunity, lost revenue, lost data, losses resulting from security failure, or any indirect or consequential loss resulting from your use of the Services. Without limitation, to the extent permitted by law our total liability to you is limited to the amount paid by you to us under an Order.

12. Money Back Guarantee

For events that offer a money back guarantee. To put the money back guarantee that is offered to attendees in action, you are required to attend the complete event. If you are not satisfied with the event for any reason you should then approach The Mojo Master or a Mojo Master Staff manager directly at the end of the course to discuss your request.

13. General

This agreement is governed by the laws of South Australia and the Commonwealth of Australia which are in force in South Australia and the parties submit to the jurisdiction of the Court of South Australia, relevant Federal Courts and Courts competent to hear appeals from them.

We will only deal with your personal information as set out in our privacy policy.

Nothing in these terms is intended to have the effect of excluding all or any of the provisions of the Australian Consumer Law. If we are liable to you in relation to a failure to comply with a guarantee under the Australian Consumer Law which cannot be excluded, our liability to you is limited, at our option, to the resupply of the Services or the payment of the cost of resupply.

You acknowledge and agree that notices and communications with you may be done through electronic means such as email. We will only accept instructions or notices from you and not an agent (unless you notify us in writing).

We may vary these terms at any time without notice to you. Any variations will only apply to Orders placed after these terms have been updated.

Services may be subject to additional terms and conditions of the venue provider.

We reserve the right to amend these terms from time to time and you will be subject to the terms in force at the time you place your order.