

**CAUTION: BEFORE REGISTRATION YOU ARE STRONGLY ADVISED TO READ SITE USE CONDITIONS, PRODUCT SALE CONDITIONS AND OUR PRIVACY POLICY AND SEEK LEGAL ADVICE WITH RESPECT THERETO.**

## **PRODUCT SALE CONDITIONS**

### **1. Definitions**

In these Product Sale Conditions, unless the context requires otherwise:

**“ACL”** means the Australian Consumer Law;

**“Affiliates”** means subsidiaries of and associates of Us;

**“ATO”** means the Australian Taxation Office;

**“Event”** means an online or offline Event, presentation or promotion, created or developed by Us in our own right or in conjunction with others and is offered to a User by Us on the Site, from time to time, at times determined by Us to enable Us to offer for sale to a User a Product on the Product Sale Conditions and upon such purchase by using the Product Order Form the purchasing User will be bound by the Product Sale Conditions;

**“GST”** has the meaning given to it in the GST Act;

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time;

**“Jurisdiction”** means the State of Queensland;

**“PPSA”** means the *Personal Property Securities Act 2009* which took effect on 30 January 2012 and any amendments thereto from time to time;

**“PPSR”** means the personal property securities register established pursuant to the PPSA;

**“Privacy Policy”** means Our privacy policy as displayed on the Site and as varied from time to time by Us in Our absolute discretion;

**“Product”** means a coaching or mentoring concept or programme, a physical or non-physical product or service and includes an Event and any product or services offered for sale by Us and purchased by You after You complete, completely and correctly, the Registration Form and the Product Order Form and with such purchase to be subject to the Product Sale Conditions and these Site Use Conditions;

**“Product Order Form”** means the online product order form on the Site;

**“Product Purchase Price”** means the purchase price for each product, as offered at an Event and listed in the relevant Product Order Form and purchased by You for the product purchase price and on the conditions set out in the Product Order Form and the Product Sale Conditions;

**“Product Sale Conditions”** means the product sale conditions which contain those terms and conditions binding Us as the seller and You as the buyer of any Product;

**“Qualification Fee”** means the fee We charge you which is payable upon You registering and having an interview with Us to assess whether you qualify to purchase a Product (including, but not limited to, participation in an Event) and which amount will be displayed on the Site, or, advised to you in writing, and, which may vary from time to time;

**“Registration Form”** means the online registration form on the Site which is to include your GST status;

**“Security Interest”** has the meaning attributed to it in the PPSA;

**“Services”** means the services provided by Us on the Site;

**“Site”** means “x10effect.com” and such other locations where it may be hosted or featured where the entire Site or elements of the Site are hosted or featured by Our Affiliates or business associates;

**“Site Use Conditions”** means these conditions of use of the Site binding Us and You and as amended by Us from time to time as displayed on the Site;

**“User”** means any person who browses or otherwise uses the Site;

**“We”** or **“Us”** or **“Our”** means X10 Effect Pty Ltd (ACN 138 842 743) of Lot 121, 18 Fern Street, Surfers Paradise in the State of Queensland 4217;

**“Working Day”** means any day of the week other than Saturday, Sunday or a public holiday in the Jurisdiction;

**“You”** refers to You as a User or a purchaser (including Your executors and administrators) of a Product or other Users or purchasers of a Product on the Site and **“Your”** has a corresponding meaning.

Words not specifically defined in these Site Use Conditions will have the meaning one would normally attribute to them such as the name of a country, state or territory, as referred to in these Site Use Conditions.

Where You comprise more than one person or corporation these Site Use Conditions shall bind each such person or corporation severally and any two (2) or more of such persons or corporations jointly.

You are taken to be a principal unless, before purchasing, You have given to Us a copy of a written authority from a third party principal to purchase for or on behalf of that third party principal.

A reference to a gender in these Site Use Conditions will be deemed to be a reference to all genders.

## **2. General**

- 2.1 Your purchase of Products from Us are subject to these terms and conditions of sale (referred to as the Product Sale Conditions), the Site Use Conditions and the Privacy Policy. If You do not accept these Product Sale Conditions, You must refrain from using the Site or making a purchase from the Site.
- 2.2 These Product Sale Conditions may be amended from time to time. Your continued use of the Site following such amendment of these Product Sale Conditions will represent an agreement by You to be bound by these Product Sale Conditions as amended. We recommend You review the Product Sale Conditions for amendments each time You use the Site and before placing an order to purchase a Product. Should We choose to provide You with notice of amended Product Sale Conditions, You agree to receive email notification of the amendments from Us.
- 2.3 X10 Effect Pty Ltd ACN 138 842 743 of Lot 121, 18 Fern Street, Surfers Paradise Qld 4217 carries on business from the Site. Telephone number: (07) 5603 3937. Email: [billing@x10effect.com](mailto:billing@x10effect.com)
- 2.4 The Product Sale Conditions shall be governed by and interpreted in accordance with the laws of the Jurisdiction.

## **3. Conditions and Warranties**

- 3.1 Other than for any express conditions, warranties or representations included herein, or as may be implied in the legislation of the Jurisdiction and any applicable federal legislation (including the ACL) and which may be excluded by agreement:
  - 3.1.1 all conditions, warranties and representations in respect of a Product are hereby excluded;
  - 3.1.2 no condition, warranty or representation is given or implied or may be inferred from any affirmation made at or before the sale and purchase of any Product;
  - 3.1.3 You acknowledge that, in making any purchase, You are relying solely on Your own enquiries and inspection, and that You have not relied or been induced by any statement or representation made by Us or by any person purporting to act on Our behalf; and
  - 3.1.4 We are not responsible for any third party information appearing on the Site or appearing, made, marketed or presented at any Event or relative to any Product.

## **4. Disclaimer**

- 4.1 Transactions and all other contact between You and other Users are conducted entirely at Your own risk. You agree that We take no responsibility or liability for any misconduct of any Users including, without limitation, Users that have registered under false pretences or who attempt to defraud You. We give no undertakings, representations, or warranties in relation to Products sold or listed on the Site and without limiting the forgoing, including:

- 4.1.1 about fitness for purpose of any Product;
  - 4.1.2 about defects or imperfections of any Product;
  - 4.1.3 that any Product, will meet Your requirements or expectations;
  - 4.1.4 the accuracy of any advertisements or listings;
  - 4.1.5 the ability of Us to sell any Product.
- 4.2 You expressly understand and agree that:
- 4.2.1 **Sole Risk:** Your use of the Services is at Your sole risk. The Site and Services are provided on an “as is” and “as available” basis. To the maximum extent permitted by law and without limiting **Condition 4.1**, We disclaim and exclude all implied conditions or warranties, statutory or otherwise, including, but not limited to, any warranties of merchantability and fitness for a particular purpose to the maximum extent permitted by law;
  - 4.2.2 **Accuracy:** We are not responsible for the accuracy of any content on the Site, any third party comment or content on the Site, nor any advertisements placed on the Site;
  - 4.2.3 **Links:** We are not responsible for any links to third party websites from the Site and the inclusion of any link does not imply an endorsement of a third party website by Us;
  - 4.2.4 **Indemnity:** You agree to release, indemnify and keep indemnified Us and Our respective officers and employees from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, fines, fees or demands suffered or incurred by Us to any person arising out of or in connection with Your failure to comply with these Site Use Conditions, Your failure to complete a transaction, Your use of Our message boards, Your purchase or attempted purchase of a Product, or arising out of any content You submit, post, transmit, or make available through the Services.

## **5. Contract and Price**

- 5.1 All prices displayed on the Site are in the currency of the Jurisdiction and inclusive of GST, unless otherwise indicated.
- 5.2 Description of Products and prices may be subject to change or correction at any time. Although We seek to ensure information is correct, We make no representation or warranty as to the information being accurate or complete. If We discover an error (e.g Products are displayed at the wrong price), We will try to notify you as soon as possible.
- 5.3 By submitting a Product Order Form via Our Site, You warrant that:
  - 5.3.1 You are capable of entering into a legally binding contract with Us;

- 5.3.2 You are authorised and able to make payment via the method You have chosen;
  - 5.3.3 the payment information You have provided is correct;
  - 5.3.4 Your purchase is not made for the purpose of commercial resale; and
- 5.4 A contract for purchase is only formed once We have accepted Your completed Product Order Form, full payment for the Product has been received by Us and We have issued You a receipt.

## **6. Payment**

Payment can be made with valid credit cards (Amex, Visa, Mastercard). We will deduct all amounts owing at the time of processing your order. If We are unable to deduct from Your credit card the total amount owing to Us in one transaction, We may process any number of transactions on your credit card until the total amount owed to Us is paid.

## **7. GST**

- 7.1 Each Product is offered on a GST inclusive basis.
- 7.2 GST is payable on the Product Purchase Price of the Product where You are registered for GST.
- 7.3 Your GST registration status must be noted on the Registration Form.
- 7.4 Where You are fully GST registered, the GST of 10% will be included in the Product Purchase Price.
- 7.5 Where You are not GST registered, no GST is included in the Product Purchase Price.
- 7.6 You undertake to do all things necessary to ensure that the provisions of the GST Act are met in relation to each Product that do not, or claim not to attract GST.
- 7.7 We accept (and it is agreed by You) no liability for any GST liability arising as between You and the ATO.
- 7.8 GST is payable on all goods and services provided by or through Us.

## **8. PPSA / PPSR**

- 8.1 You accept, acknowledge and agree that We have a right, pursuant to the PPSA, to register Our interest as a Security Interest pursuant to the PPSA on the PPSR with regard to any monies due and owing by You, or, any credit or financing arrangement for value granted by Us to You with respect to any Product and, which may be outstanding from time to time.
- 8.2 You irrevocably authorise Us to register Our Security Interest in each Product to secure payment of the Product Purchase Price pursuant to these Product Sale Conditions on the PPSR pursuant to the provisions of the PPSA.

- 8.3 Registration by Us of Our Security Interest on the PPSR will be at Our cost.
- 8.4 We shall deregister, at Our cost, and in Our absolute discretion, Our Security Interest in any Product from the PPSR as soon as practically possible following the payment of all moneys due and owing by You with respect to any Product.
- 8.5 You undertake not to obtain and / or apply for finance or register any other Security Interest in a Product purchased by You on the PPSR prior to the payment in full of the Product Purchase Price and all other charges arising from the purchase of a Product.
- 8.6 You accept, acknowledge and agree that You will not compete or contest with Us (in Our own right or in any other capacity) with respect to any Security Interest available for registration to Us or registered by Us with respect to any Product or any interest claimed by Us.
- 8.7 To secure Our interests, You grant to Us, a charge over Your interests in the Product and any proceeds of sale of the Product.
- 8.8 You irrevocably appoint Our chief executive officer and the chief financial officer, for the time being, of Us to execute all documents and do all things necessary to enable Us to secure Our interest as hereinbefore and hereinafter referred to and to ensure that We obtain and maintain perfected Our Security Interest under the PPSA and, as registered on the PPSR, which will have priority over all other Security Interests or encumbrances over or affecting the Product.
- 8.9 You will not, except and until You have paid all monies due and owing with respect to each Product, attempt to register or assist any third party to attempt to register, or register, any interest on the PPSR that could compete or conflict with Our Security Interest without the prior written consent of Us, such consent to be given or refused by Us in Our absolute discretion.
- 8.10 To the extent permitted by the PPSA, You agree that Sections 142 and 143 of the PPSA will not apply to these Product Sale Conditions and agree to waive all rights to any of the following provided for in the PPSA, including, but not limited to, the following:
- 8.10.1 receive notice of any intention to seize collateral;
  - 8.10.2 receive notice of disposal of collateral;
  - 8.10.3 receive information under a statement of account;
  - 8.10.4 receive a statement of account if there is no disposal;
  - 8.10.5 receive a notice of retention of collateral;
  - 8.10.6 receive a notice of verification statement; and / or
  - 8.10.7 receive notice of intention to claim a Security Interest in the Product, seize the Product and sell the Product to recover any monies due and owing to Us pursuant to these Product Sale Conditions.

## **9. Delivery**

- 9.1 We will deliver Products Australia wide.
- 9.2 For international orders, You will require prior approval from Us. Please send an email to [billing@x10effect.com](mailto:billing@x10effect.com) with Your request.
- 9.3 Certain Products will be available by accessing Your account, created once You have registered using the Registration Form. You shall be responsible for the confidentiality and use of Your username and password(s). You understand that You shall be solely responsible for all information electronically transmitted, or use of any data, information or services obtained using Your username and password.
- 9.4 Downloadable Products including but not limited to those Products accessed through your account, will be made available as soon as We have accepted a completed Product Order Form together with full payment from You and We have issued You a receipt.
- 9.5 All relevant details for attendance at a live Event will be made available prior to the live Event. We will either contact You, email You, or grant You access to these details through your account.

## **10. Termination**

You are entitled to terminate the contract in accordance with the ACL.

## **11. Refunds / Cancellation Policy**

- 11.1 Any refunds which You may be entitled to, will be handled in accordance with the ACL.
- 11.2 To the extent that section 102 of the ACL may be applicable, We advise that the ACL provides the following prescribed wording is to be included in these Site Use Conditions:  
  
“Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.”.
- 11.3 The ACL guarantees apply as to acceptable quality and fitness for purpose. We are not required to provide you with a refund if you simply change your mind.
- 11.4 Except as is required by the ACL, the Product Purchase Price will be non-refundable except in exceptional circumstances. If You purchase a Product and You request, in writing to the address stated at Clause 11.6, the right to terminate Your agreement with Us and seek a refund of all or part of the Product Purchase Price, We shall refund all or part of the Product Purchase Price, having regard to the particular circumstances You present in writing in support of Your request and provided You provide Us with all information We reasonably require to properly and reasonably assess Your request. You will provide Us with all third party information and documentation We request to properly and reasonably assess Your request. If You

do not provide the information requested by Us within fourteen (14) days, You irrevocably appoint Us Your attorney to request all information and documents within Your possession or control and approach third parties to access and assess such information or documents they might have in their possession or control, at Your cost, to enable Us to properly and reasonably authenticate and justify Your request. We will not be obliged to make any refund until the above-mentioned process has been completed.

- 11.5 All downloadable Products and or Events including but not limited to those Products accessed through Your account are non-refundable once access have been made available to your account and or the Products are otherwise downloaded.
- 11.6 To claim a refund or for further information, please send an email to [billing@x10effect.com](mailto:billing@x10effect.com) . Any refund will be made using the original payment method or another method at Our discretion.
- 11.7 Whilst We intend to run Events as advertised, We reserve the right to change the Event without notice and to cancel or postpone if required. If the Event is cancelled or postponed by Us, We will offer a transfer credit for one of our next coming Events.

## 12. Further Information and Complaints

- 12.1 If You require any further information about Our Products or wish to make a complaint, You should write to [billing@x10effect.com](mailto:billing@x10effect.com) . You will be provided with a response within a reasonable time, usually 30 days.
- 12.2 If You are not satisfied with the outcome of Your complaint, You may contact Us further to advise of Your concerns and, if We are unable to reach a satisfactory resolution, You may write to the Office of the Australian Information Commissioner using the form available [here](#) for further review of Your complaint.

## 13. Disputes

In the case of any dispute, We and You will use best endeavours to resolve the dispute as soon as practical and if the dispute cannot be resolved, We or You can rely on the dispute resolutions process set out in the ACL.

**BY TICKING THIS BOX** You acknowledge that You have read and agree to comply with the terms and conditions of these Product Sale Conditions.