

## Wealth Mastery Educational Services Terms and Conditions v 2.06

### Definition

1. Wealth Mastery Pty. Ltd. ("WEALTH MASTERY") is the designated business providing the training courses, services and selling tickets for the events. Business Freedom Lifestyle is the designated business providing licensed intellectual property, books, diagrams and forms for the training.
2. References to "we" or "us" in this Terms and Conditions are references to Wealth Mastery and / or Business Freedom Lifestyle Pty Ltd.
3. References to "Client" or "Clients" or "You" in this Terms and Conditions are references to you the client and attendee.

### Engagement

4. You hereby acknowledge and agree that you have read all the terms and conditions contained in this form and you agree that these Terms and Conditions form a contract between you and Wealth Mastery.

### Investment and Payment

5. You must pay in consideration of the event ticket offered by Wealth Mastery in full sum on the signing of the registration form by you without set off, deduction or counterclaim unless otherwise agreed;
6. Payments made under this agreement must be made by the means specified in the Registration Form. Payment options include Visa / Mastercard and direct deposit.
7. All payments must be completed 30 days prior training commencement.
8. Your FULL PAYMENT entitles you to enter into an agreement directly with us to receive the Wealth Mastery products and/or services.

### Cooling Off Period

9. This agreement shall be voided if you advise us in writing, within fourteen (14) calendar days of signing the Registration Form, that you no longer wish to receive Wealth Mastery services and/or product. You may send a cancellation notice via electronic mail to Wealth Mastery at askkel@keldavis.com.
10. We will refund to you the amount or part thereof which you have paid under this agreement within thirty (30) business days of receipt of such cancellation notice.

### Administrative Fee

11. Administrative fee/bank processing fee is applicable for any payment schedule changes, ticket transfers, or reenrollment as defined in sections 12, 13 & 14.
  - a. Administrative processing fee is \$75 AUD inclusive of GST.

### Reenrollment

12. Any event purchase that is rescheduled from the original date must be rescheduled within the 12 months period of the original purchase, if not done fees will be forfeited. Rescheduling (reenrollment) within 30 days of the event will incur the booked seating, facilities & catering costs of \$200 (incl. GST) per day, payable at the time of rescheduling plus a \$75 (incl. GST) administrative processing fee.

### Transferring Tickets

13. In the unlikely event that you are unable to attend the event you have booked and paid for, you can transfer your ticket to a nominated new attendee subject to written notification to us, together with the full contact details (email address, full name and telephone number) of your nominated new attendee. This notification must be at least 30 working days before the event starts. The administrative processing fee / material reprinting fee of \$75 AUD (incl. GST) applies to all transfers.

### Cancellation Policy

14. Any cancellation requests must be made in writing and received before training commencement and will be assessed with the following charges:

120 - 46 days prior to training commencement \* 20% of the attendee's fees  
 45 - 31 days prior to training commencement \* 50% of the attendee's fees  
 30 days or less before training commencement \* 100% of the attendee's fees

### Venue Time and Place

15. You confirm that you have provided us with a valid email address and contact phone number in the Registration Form. We will not be responsible and/or liable for any delay and/or failure to deliver products and/or services to you resulting from your failure to supply a valid email address.
16. In the unlikely event that the venue or dates are changed for any reason, we will notify you in writing (email, text or SMS). You retain the right to reschedule your enrolment within the 12-month period (without rescheduling fees) in accordance with the Re-enrolment section 12, you will have no additional claim against us for compensation or refund.
17. You agree that we reserve the right to amend or cancel any event time, dates, and venue and/or substitute the guest speakers or event

speaker for any live training. We will notify you in writing of the changes made before the event and:

- a. you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation/amendment/changes
  - b. you retain the right to reschedule, subject to the availability of an alternative session.
18. You agree that we reserve the right to modify the schedule, substitute the guest speakers, event speaker, simulation or activities, timing, schedule or activity length during any live training event with verbal notification.

### Refunds

19. We may cancel the products/services for any reason whatsoever by written notice to you. You acknowledge and agree that in the event the products/services are cancelled by Wealth Mastery, you are only entitled to a refund of the Investment which you have paid to us and that you shall not claim for any other costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation.
20. You further acknowledge and agree that any refunds payable to you shall be paid to you by us and will be made within thirty (30) days of written notice of cancellation. You shall have no further claims against us in respect of the cancellation thereafter.
21. You acknowledge that you shall not be entitled to and shall not claim a refund other than by strict compliance with Clauses 22, 32 and 33 hereof. You further acknowledge that this is an essential term of this agreement which we relay to you.

### Participation

22. You acknowledge that the training course and speakers require you to actively participate in the study, homework, break activities, exercises and simulations. In the event that you as the attendee, fail to complete the homework, activities, exercises, participate in the training to the satisfaction of the speaker, or wealth mastery event organizers the following conditions applies;
  - a. You will be coached once verbally about the participation obligation and active involvement by a Wealth Mastery representative
  - b. At the next failure to participate, you will be asked to leave the training room without further discussion or communication
  - c. You also acknowledge that the money back guarantee does not apply for failing to be actively involved, participate or contribute with activities during any physical training events or on line training.
  - d. You acknowledge that your failure to be actively involved and participate in the training session removes and dissolves sections 31, and 32 of these terms and conditions
  - e. You further acknowledge that no additional claim for loss or damage can be made on Wealth Mastery business, organizers, speakers, guest speakers or other participants.
  - f. On line education (video and coaching services) will comply with sections 22 (a), (b), (c), (d) and (e) with the education service access being removed from you, effectively exiting the training room and sessions.
  - g. Our courses include open discussions and education about finance and money. This topics can cause some people to become anxious or upset, or experience stress, especially when review past losses or gains. We highly recommend that people participate in our courses fully, when they are appropriately prepared physically and emotionally to learn new skills and mindset.

### Limitation of Liability

23. We:
  - a. exclude all terms, conditions and warranties implied by custom, the general law or statute, or which cause any part of this agreement to be void ("Non-excludable condition").
  - b. limit our liability to you for breach of an Non-excludable Condition to the total amount actually paid by you under this agreement;
  - c. limit our liability to you for any claim (whether arising in contract, tort or statute) for any loss or damage whatsoever suffered by you in relation to providing the opportunity to you to purchase the Wealth Mastery products and/or services to the total amount actually paid by you under this agreement;
  - d. exclude all liability for consequential damage (including but not limited to, loss of revenue or loss of profit) suffered by you in any way relating to the revision of the opportunity for you to purchase the Wealth Mastery

products and/or services or your exercise of rights under this agreement.

**Force Majeure**

24. If the provision of products and/or services as contemplated by this Agreement are prevented or cancelled because of an inevitable accident, fire, blackout, flood, or any other calamity, or if by reason of riots, strikes or lockouts, or any other events beyond the direct control of Wealth Mastery, we may at its option postpone the delivery of the training from the original schedule and you are not entitled to claim for a refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such postponement.

**General**

25. The laws of the state of Queensland govern this agreement. Should any part of this agreement be determined by a court to be invalid or unenforceable, the remainder of the agreement will be unaffected. This agreement may not be varied except with the written approval of a Director of Wealth Mastery Pty Ltd. All terms, conditions and warranties implied by the statute that are excludable are excluded from this agreement. Such terms, conditions and warranties implied by the statute that are not excludable are not excluded from this again but our liability for breach of such conditions and warranties implied by the statute that are not excludable is limited to the total amount paid by you to Wealth Mastery Pty Ltd under this agreement.
26. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it, or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
27. Any provision in this agreement which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the validity or enforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.
28. This agreement may not be varied except in writing and signed by the other party.
29. Should any provision of this agreement be held by a Court to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.
30. This Agreement constitutes the entire Agreement between Wealth Mastery and you concerning this transaction and replaces all previous communications, arrangements, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party that are not expressly stated in this Agreement shall be binding on such parties.
31. These terms and conditions are subject to change with the latest version published in the website [www.businessfreedomlifestyle.com](http://www.businessfreedomlifestyle.com).

**Course Warranties/Money Back Guarantee**

32. If any material that you receive with your enrolment to the event or any of the course is found to be faulty, our only obligation to you is to replace the faulty material within 30 days of your written request. All course materials (online access or physical product) have a strict 30-day money back guarantee. To request a refund for a home study course (e.g. business masterclass), you must lodge your request in writing by emailing [askkel@keldavis.com](mailto:askkel@keldavis.com) within 30 days from the time of purchase.
33. To put the money-back guarantee that is offered to all Wealth Mastery attendees in action, you are required to attend the complete event (all day on all of the days). If you are not satisfied with the event for any reason you should then approach a Wealth Mastery authorized representative after the lunch break on the last day of the course and submit your request for a refund.

**Consent**

34. You hereby confirm that you consent to your email address being used for the mailing list of Wealth Mastery for purposes of notification of event notification, updates, products and/or services being offered by Wealth Mastery and/or its affiliates. Your email address is kept confidential, and never will be published, sold or disclosed to third parties without your explicit consent. You can remove yourself at any time by using the unsubscribe link provided at the bottom of each email we send.

**Indemnification**

35. You agree to accept full responsibility for your purchase, participation and/or the outcome of any decisions made after attending any Wealth Mastery courses or events. Wealth Mastery and its affiliated entities, associates and any of its representatives accept neither responsibility nor liability nor will it indemnify you for any and all costs, expenses, losses, damages, liabilities, which may be incurred or suffered by you as a result of these decisions.

36. You agree that any purchase decisions are not influenced by any prior relationship or dealings with Wealth Mastery and/or any of its officers, directors, employees or representatives. Should you enter into a contractual relationship with the Wealth Mastery at/or subsequent to the event, you do so at your own risk, and acknowledge that Wealth Mastery has neither responsibility for, nor liability with regards to, any contracts or relationships entered into between yourself and us.
37. Opinions of the guest speakers and advisors are not necessarily the option of Wealth Mastery and / or its authorized representatives.

**Financial Disclaimer**

38. The event content, opportunities and education is general information only and has been prepared without taking into account your personal objectives, financial situation or needs. You should consider any advice in this event in light of your personal objectives, financial situation or needs before acting on it. You may wish to consult a licensed financial planner or other consultant to do this.
39. Wealth Mastery Pty Ltd takes no responsibility for the services or guarantee the performance of any product provided by the third parties. Participants are under no obligation to use these services and should always compare services/products to find one which best meets their personal objectives, financial situation or needs.
40. The opportunities, deals and examples provided are for the purpose of education with no obligation or recommendation to purchase any of these opportunities. Any past deal or opportunity described does not guarantee that you are able to complete the same opportunity or deal in the future.
41. Guest speakers are provided as a reference source giving general advice only and not looking at your individual needs. The attendee may contact the guest speaker after the event to discuss their personal objectives and needs, developing a professional relationship if you so desire. Wealth Mastery holds no liability for any new relationships.
42. Wealth Mastery Pty Ltd disclaim all and any guarantees, undertakings and warranties, expressed or implied, and shall not be liable for any loss or damage whatsoever (including human or computer error, negligent or otherwise, by one or more of the authorities, or incidental or consequential loss or damage) arising out of or in connection with any use or reliance on the information or advice at a Wealth Mastery event. As the attendee and user of the products, you must accept sole responsibility associated with the use of the material from the event, irrespective of the purpose for which such use or resulting are applied. The information at this event is no substitute for financial or consulting advice.

**Intellectual property & Copyright**

43. All materials presented during the event(s) for which you are enrolling is subject to copyright. The copyright in the materials remains the property of their owners and may not be recorded, used or reproduced, without the written permission of the copyright owner.

**Filming Disclaimer**

44. I (the undersigned) acknowledge and understand that this program may be recorded visually, orally and in writing, and the material may be used by Wealth Mastery Pty Ltd as they see fit including for the promotional and marketing purposes, and you authorize Wealth Mastery Pty Ltd and the speakers to use your voice, materials, name or likeness for their purposes and in future promotional materials, print and online.

Please sign below confirming acceptance of all the terms, conditions and disclaimers for your event or product purchase.

**Printed Name** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_