



## **TERMS AND CONDITIONS OF INFORMATION PRODUCT PURCHASES**

("Terms of Purchase")

### **INTRODUCTION**

This Agreement sets forth the terms of purchase of Services ("Product/Program/Membership/Book") from Lotus Consulting.

By placing your Order with Lotus Consulting, by clicking "accept," or by using the Services, you agree to be bound by this Agreement. If you do not agree with these terms, please let the team know immediately.

In these terms and conditions, "We/us/our]" means Lotus Consulting. "You/your" means you as a user of the Website and/or Customer of the Program/Services.

### **PAYMENT POLICY**

Payment is required before beginning the program, and may be a one-time fee, or a monthly or other recurring fee, as applicable. Please check the details of your invoice for the information specific to your program. You agree to pay the amount agreed and not to cancel this transaction with your bank or credit card company. Lotus Consulting is not responsible for any overdraft charges, over limit charges, or other fees charged by your bank or credit card company. Fees for Services may be pre-paid or by instalment, as indicated on your invoice. Failure to make an instalment payment will result in suspension or termination of the Services. Lotus Consulting does not guarantee any specific results from use of the Services. Lotus Consulting does not make any representations or warranties as to specific outcomes or results.

### **EARNINGS DISCLAIMER**

When addressing financial matters in any of our websites, videos, newsletters, programs or other content, we've taken every effort to ensure that we accurately represent our programs and their ability to grow your business and improve your life. However, the Company does not guarantee that you will get any results or earn any money using any of our ideas, tools, strategies or recommendations, and nothing on our Sites is a promise or guarantee to you of future earnings.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE ANY OF THE SERVICES IS AT YOUR SOLE RISK. However, Lotus Consulting, during the terms of this agreement will use reasonable commercial endeavours to perform the services in accordance with the product specification of the order placed. By purchasing the Services, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth or results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, business savvy, network and financial situation, to name just a few. You also understand that any testimonials or endorsements by our customers or audience represented on our programs, websites, content, landing pages, sales pages or offerings have not



been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological or financial advice.

## **TERM**

This Agreement will be effective consistent with the term indicated on your invoice. Failure to pay for the Product or Program or Services consistent with the program requirements will result in termination of the Program prior to the end of the applicable term, and your access to Program materials or ongoing Services will be discontinued. Additional fees may be accrued in the event you continue to access the Program website or continue to use the Services after any failure to pay for said services.

## **MEDICAL DISCLAIMER**

Use of the Product or Program or Services covered by this Agreement and any content provided therein is at your own risk. Lotus Consulting and its employees and agents are not responsible for any physical or non-physical damages imagined, perceived, or otherwise sustained as a result of the use of the Product or Program or Services or any content provided as part of the Product or Program or Services.

## **RELATIONSHIP**

Nothing contained in this Agreement shall be interpreted or construed to create a joint venture, partnership, employment or agency relationship of any kind.

## **MODIFICATION**

Lotus Consulting may modify this Agreement from time to time and without notice. You agree to be bound by the terms of this Agreement and any future modifications when such modifications are posted to the Lotus Consulting website. You should review this Agreement regularly during the use of the Product or Program or Services to keep apprised of any changes.

## **ASSIGNMENT**

No assignment of this Agreement is permitted, without prior written permission from Lotus Consulting. Any attempt to do so shall constitute a default or violation of this Agreement which shall be immediately void. Lotus Consulting's rights and obligations, in whole or in part, under this Agreement may be assigned or transferred by Lotus Consulting.

## **THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties and their successors and permitted assigns and does not confer any rights or remedies on any other person or entity.



## **FORCE MEJEURE**

If a party is prevented from fulfilling its obligations under this Agreement for one of the following reasons beyond the party's reasonable control, including due to a national environmental or military emergency, such as fire, flood, explosion, war, strike, embargo, government regulation, or civil or military authority, or acts or omissions of carriers, transmitters, providers, vandals, or hackers (a "force majeure event"), the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence; provided, however, that You will not be excused from payment of any sums of money owed by you to Lotus Consulting; and provided further, however, that if a party suffering a force majeure event is unable to cure that event within thirty (30) days, the other party may terminate this Agreement.

## **CONSTRUCTION**

This Agreement shall be construed fairly and not interpreted for or against either party. Any remedies available to Lotus Consulting including any set forth in this Agreement, are not exclusive and are in addition to any other rights or remedies available to it at law or in equity.

## **BINDING EFFECT**

This Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, their successors, heirs, representatives, and permitted assigns.

## **DAMAGE WAIVER**

Under no circumstances whatsoever shall either party be liable to the other for any incidental, consequential, indirect, special, exemplary, punitive or other damages under this Agreement. This provision applies even if such party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained in this Agreement, Lotus Consulting liability to you for any cause whatsoever and regardless of the form of action, will at all times be limited to the amount paid, if any, by you to Lotus Consulting for the services during the term of the Program or membership.

## **INTELLECTUAL PROPERTY**

All materials provided to you as part of your Product or Program or Services which are the subject of this Agreement are proprietary and may not be duplicated, copied, reproduced, published or displayed in any form without the prior express written permission of Lotus Consulting. You may not reuse, perform, modify, transmit, re-post or use in any way the content or any derivative works thereof, without the prior express written permission of Lotus Consulting. All trademarks, logos, and service marks displayed on any materials provided as part of your Product or Program or Services under this Agreement are protected by Australian and International copyright and Intellectual Property laws. Access to any materials or content online or otherwise as part of the Product or Program or Services subject to this Agreement should not be construed as granting any license or right to use said content, including trademarks, logos and service marks of Lotus Consulting or any third-party.



## **PRIVACY**

You agree to the terms and conditions of the Privacy Policy found at [www.lotusconsulting.com.au](http://www.lotusconsulting.com.au). If you attend any Lotus Consulting live event, you agree that any third-party vendor involved in the event (ticket sales, event facility registration, etc.) may share your personal identifying information with Lotus Consulting to allow us to serve you and other event attendees with the proper products and services, in accordance with our posted Privacy Policy.

## **WAIVER**

The waiver by either party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

## **SEVERABILITY**

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless Lotus Consulting, its subsidiaries, affiliates, and their officers, managers, employees, agents, attorneys, employees, representatives or assigns from any claims, liability, damages, losses, harm, costs and expenses, including legal fees and expenses or any other detriment incurred by You in any claims arising out of this Agreement, your use of the Services, any breach of this Agreement, including breach of your representations and warranties set forth above, or if any content that you post or publish while using the Services causes Lotus Consulting to be liable to a third party.

## **LIABILITY**

Notwithstanding any other provision in the agreement, the liability of either party is limited in aggregate to the total value of fees paid under the agreement.

## **VOIDABILITY**

This Agreement cannot be voided by *not* logging in to the Member or Program website, where applicable, by not accessing or using the Services as delivered, or in any other way attempting to avoid viewing or taking delivery of the Product or Program or Services as outlined. These actions will not void your Agreement or permit you the right to a refund.

## **ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement of the parties relating to the Product or Program or Services purchased, and any and all prior agreements, understandings, and representations, whether express or implied, written or oral, regarding the Product or Program or Services, are of no



further force and effect. In order to participate in certain portions of the Product or Program or Services, you may be notified that you may be required to agree to additional terms and conditions as the program is revised over time. You may receive a copy of this Agreement at any time by emailing Lotus Consulting at [info@createyournewvision.com](mailto:info@createyournewvision.com) and requesting a copy of your "Program Terms of Purchase."

**CONTACT**

If you have any questions regarding this Agreement or any aspect of our services, please contact Lotus Consulting at [info@lotusconsulting.com.au](mailto:info@lotusconsulting.com.au).

Signed \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_