

# TERMS & CONDITIONS

## DEFINITION

1. References to “Client” or “Clients” or “You” in This Terms and Conditions are references to you.
2. References to “we” or “us” in this Terms and Conditions are references to PLATINUM ELITE GROUP.
3. References to “payment” in this Terms and Conditions are references to the full payment for Seminar Services.

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## EVENT TICKETS

You have agreed to purchase from us the event ticket offered by us (i.e. Lifemastery Event). By purchasing you hereby acknowledge and agree that you have read all the terms and conditions contained in these pages and you agree that your purchase and these terms and conditions form a contract between you and us.

You agree to accept full responsibility of your purchase, registration, participation and/or outcome or any decisions made during or after attending any PLATINUM ELITE GROUP event.

Your purchase of the full value of an event ticket entitles you to a seat in the purchased seating section. Seating is not assigned.

## PAYMENTS

In consideration of payment for event tickets you shall pay to us the total in one lump sum at the time of purchase. Installments are not available for event tickets purchases. Event ticket purchases are non-refundable and non-returnable.

## TRANSFERS

In the event that you are unable to attend the event you have purchased a ticket for you may transfer your ticket to a nominated new attendee by way of written notification to us, including full contact details of your nominated new attendee, at least 72 hours prior to the event start, and subject to PLATINUM ELITE GROUP consent and at its discretion.

## COMMUNICATION

You hereby confirm that you have given a valid email address and accurate contact details with your purchase. You hereby agree to PLATINUM ELITE GROUP contacting you by phone, email, SMS or any means necessary in regards to this purchase and future opportunities, even if your phone number is on the National Do Not Call Registry.

You further consent to your email address being used for the mailing list of PLATINUM ELITE GROUP for purposes of notification of products and/or services being offered by PLATINUM ELITE GROUP. Your contact number and email address are kept confidential and never will be published, sold, or disclosed to a third party.

## DISCLAIMER

You hereby agree that we reserve the right to amend and or cancel any event. PLATINUM ELITE GROUP will notify you in writing of the changes made and you are not entitled to any refund or for any costs, expenses, losses, damages, or liabilities which may incurred or suffered by you as a result of such cancellation, postponement, rescheduling, amendment or change.

These terms and conditions may be altered by notice in writing from PLATINUM ELITE GROUP at any time, and at its discretion. For more information please contact PLATINUM ELITE GROUP.

## COURSES

### PURCHASE CONTRACT

You have agreed to purchase from us the Seminar Services offered by us. You hereby acknowledge and agree that you have read all the terms and conditions contained in this Order Form and you agree that this Order Form together with these Terms and Conditions form a contract between you and us.

### PAYMENT

In consideration of payment for Seminar Services, you shall pay to us: the total in one Lump Sum on the signing of the Order Form by you without sell off, deduction of counterclaim unless otherwise agreed; if we have agreed (that you may pay by Installments, you must pay each installment to us in full and without sell off or deduction).

### INSTALLMENTS

Payments made under this agreement must be made by the means specified in the Order Form. Should you not pay to us an Installment Sum by the Installment Payment Date for that sum then all monies owing by you to us shall become due and owing and must be immediately paid to us without sell off or deduction nor counterclaim and without need for further demand.

You hereby acknowledge and agree that the Investment Sum shall not include any meals, traveling expense and accommodation. For the avoidance of doubt, we shall not be responsible for the reimbursement of any expenses which may be incurred by you as a result of attending the seminar.

You hereby warrant that you have provided accurate, current, and complete information as may be required in the course of purchasing the Seminar Services (hereinafter

collectively referred to as “Client’s Details”). You further agree to update the Client’s Details as required to keep all accurate, current and complete.

You further agree PLATINUM ELITE GROUP may store and use the Client’s Details provided by you for use in maintaining your account, for communication in regards to services information, and for marketing communications.

The terms of our Privacy Policy (accessible online and amended from time to time) apply to this Agreement, and such Privacy Policy shall form an integral part of this Agreement. By providing your personal data to us, you agree and acknowledge that you consent to the collection, use and disclosure of such personal data in accordance with such Privacy Policy and any applicable terms in this Agreement or in the Privacy Policy.

You agree that all notices or other communications may be made to the addresses specified in the Order Form. Any notice or request deemed necessary to be served by either party here to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served: if it is given by either party by prepaid registered post addressed to the other party to be served at his/her/their address hereinafter mentioned; if it is given by either party and dispatched by hand to the party to be served; if it is given by email by either party, when no message failure has been received.

The non-exercise of or delay in exercising any power or right or 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.

Any provision in this Agreement which is invalid or unenforceable in any jurisdiction and is otherwise capable of being severed without affecting the validity or enforceability of this Agreement, is to be read down or severed for the purposes of that jurisdiction, and without affecting the validity or enforceability of the remaining provisions in that jurisdiction or of this Agreement in any other jurisdiction.

This Agreement, after it is entered into, may not be varied except in writing signed by the both parties. Should any provision (in whole or in part) of this Agreement be held by a Court of competent jurisdiction to be unlawful invalid, or in conflict with any rule, statute, ordinance or regulation, the validity and enforceability of any provisions or parts thereof will not be affected.

This Agreement shall be binding on and shall continue for the benefit of the Parties and their respective successors and permitted assigns Entire Agreement. This Agreement constitutes the entire Agreement between PLATINUM ELITE GROUP 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.

## COOLING OFF PERIOD

This agreement shall be voided if you advise us in writing, within three (3) working days of signing the Order Form, that you no longer wish to receive our Seminar Services by delivering or sending (including by electronic mail) a written cancellation notice to us (hereinafter referred to as "Cancellation Notice") in the format set forth below. We will refund to you all monies or part thereof which you have paid under this Agreement within ten (10) business days of receipt of such Cancellation Notice.

## DISCLAIMER

We may postpone, reschedule, or cancel the Seminar Services for any reason whatsoever by written notice (including by electronic mail and SMS) to you. You hereby agree that in the event the Seminar Services are cancelled by us, you are only entitled to a refund of the payment which you have paid to us, free of any interest and charges, and that you shall not be entitled to claim against us for any other costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation.

You acknowledge that we shall have no further liability to you in respect of the cancellation.

You confirm that it has been explained to you that PLATINUM ELITE GROUP obligation is only in providing the Seminar Services to you, the scope and extent of the product (if any) and/or services covered have been explained to you. You acknowledge your awareness that the effectiveness of the Seminar Services provided to you may vary depending on various factors not under the control of PLATINUM ELITE GROUP and the probability, success gains or knowledge you may or may not acquire therefrom is not guaranteed by PLATINUM ELITE GROUP in any way.

We do not promise or guarantee any success, benefit, achievement or other result whatsoever in connection with the Seminar Services.

You agree and acknowledge that you are wholly responsible for your registration into each Seminar Service/Course, your participation in and/or the outcome of any action, omission or decisions made in relation to your registration for or participation in the Seminar Service/Course and that we shall not be responsible or liable to you, nor under any obligation to indemnify you, for any costs, expenses, losses, damages, liabilities which may be incurred or suffered by you in connection therewithin.

## REFUND

You acknowledge that you shall not be entitled to claim and shall not claim a refund other than by strict compliance with Cancellation Notice policy.

You acknowledge and agree that any request by you for cancellation of the Seminar Services shall be subject to the absolute and sole discretion and approval of PLATINUM ELITE GROUP.

Should PLATINUM ELITE GROUP agree to the cancellation, you may be charged a cancellation fee of twenty-five percent (25%) of the Seminar Services that you have enrolled in.

Request for cancellations (without refund), or requests to register for another the date of commencement of the Seminar Services/Course.

Deposits below \$500 will not be refunded but can instead be credited for use at future PLATINUM ELITE GROUP events, and are only valid for one (1) year from the date of deposit.

For the avoidance of doubt, you are not entitled to and we shall not refund any sums to you as a result of your late arrival-to, attendance-of or withdrawal from any Seminar Services/Courses.

You hereby confirm that you consent for PLATINUM ELITE GROUP to contact you by phone, email, SMS, or any means necessary in regards to this purchase and future opportunities, even if your telephone number is on the National Do Not Call Registry. You further consent to your email address being used for the mailing list of PLATINUM ELITE GROUP for purposes of notification of products and/or services being offered by PLATINUM ELITE GROUP and/or its affiliates. Your contact number and email address are kept confidential, and never will be published, sold, or disclosed to third parties.

## TRANSFERS

In the event that you are unable to attend the event you have booked and paid for, you may transfer your ticket to a nominated new attendee subject to written notification to us together with the full contact details of your nominated new attendee, at least thirty (30) working days before the event begins, and subject to PLATINUM ELITE GROUP consent at its discretion.

Should you wish to transfer your registration to the next scheduled Course of the Seminar Service you have booked and paid for, a transfer fee may be applicable. Such transfer is subject to availability and subject to PLATINUM ELITE GROUP consent at its discretion.

## TIME AND PLACE

You agree to accept full responsibility of your purchase, registration, participation and/or the outcome or any decisions made during or after attending any PLATINUM

ELITE GROUP Seminar Service/Course or event. PLATINUM ELITE GROUP and its affiliated entities, associated and any of its representatives accept neither responsibility nor liability nor will indemnify you for any and all costs, expenses, losses, damages, liabilities, which may be incurred or suffered by you.

You agree that any purchase decisions are not influenced by any prior relationship or dealings with PLATINUM ELITE GROUP or any of its officers, directors, employees or representatives. Should you enter into a contractual relationship with any trainer(s), coach(es) and/or any PLATINUM ELITE GROUP representative(s) at/or subsequent to a Seminar Service/Course, you do so at your own risk, and acknowledge that PLATINUM ELITE GROUP has neither responsibility for, nor liability with regards to, any contracts or relationships entered into between yourself and the trainer(s), coach(es), and/or any PLATINUM ELITE GROUP representative(s).

You acknowledge and agree that while the speaker's, presenter's or trainer's presentation at the event is with the consent of PLATINUM ELITE GROUP, PLATINUM ELITE GROUP does not make any representation or warranties whatsoever as regards the qualifications, suitability, skill or abilities of any chosen speaker or presenter or trainer and shall not in any way be liable for any misrepresentation or unfair practices made and/or adopted by any speaker or presenter or trainer nor shall the views opinion and/or anything expressed by the speaker or presenter or trainer be attributable to PLATINUM ELITE GROUP or be reflective or representative of the views of PLATINUM ELITE GROUP.

PLATINUM ELITE GROUP assumes no responsibility whatsoever for the accuracy or appropriateness of any information provided or product sold at the event by the trainer(s), speaker(s), or presenter(s). The speaker, presenter or trainer at the event may market or sell further event(s), seminar(s) and/or products to you. You acknowledge your awareness and agreement that PLATINUM ELITE GROUP is not a party to any further agreements or purchases that may be entered into between you and the trainer, the speaker, or presenter directly and PLATINUM ELITE GROUP shall not be liable to you in any way thereunder.

PLATINUM ELITE GROUP is sometimes appointed as the speaker's, trainer's or presenter's Limited Collection Agency solely for the purposes of collecting payments from you for and on their behalf for such future events, seminars or products sold at the seminar.

You acknowledge your awareness and agreement that any such payment shall be considered as a payment made directly to the speaker, trainer or presenter (who shall at all times remain solely responsible for honoring any such further event, seminar or products sold to you) and in accepting the payment as a Limited Collecting Agency, PLATINUM ELITE GROUP assumes no liability for any acts or omissions or breaches by the said speaker, trainer or presenter or any other co-acting party with you in respect of these further event, seminar or products that you may have chosen to sign up for or purchase.

## YOU ARE ENTITLED TO

Your payment of the full value entitles you the right to: a seat to receive Seminar Services/Courses during the seminar hours as agreed or to be confirmed by us, to receive a copy of the materials (if any) (subject to Clauses regarding Materials and Intellectual Properties below).

You hereby confirm that you have given a valid email address and accurate contact details in the Order Form. We shall not be responsible and/or liable for any delay and/or failure to deliver to you any updated information and/or services resulting from your failure to supply a valid email address and accurate contact details.

You hereby agree that we reserve the right to amend and/or cancel any event, limiting dates, venue, and/or substitute the speaker for any live training.

We will notify you in writing of the changes made and you are not entitled to any refund or for any costs, expenses, losses, damages or liabilities which may be incurred or suffered by you as a result of such cancellation, postponement, rescheduling, or amendment or changes.

## VALIDITY PERIOD

You agree and acknowledge that all the rights and interests to all the intellectual property relating to the Materials, the Seminar Services/Courses, and/or developed or arising therefrom ("Intellectual Property") belong to us (and/or the presenters) and you shall not in any way, directly or indirectly, copy, reproduce, sell, supply, make available or otherwise deal with or use (except for purely personal purposes) the Materials or the Intellectual Property. In performing the Seminar Services/Courses for you, we do not transfer the title to you in any intellectual property and like to all such intellectual property remains with us.

We grant you a personal, non-exclusive, and non-transferable permission to use Materials for personal non-commercial purposes only. Any other use or explanation of the Materials is prohibited and may incur criminal or civil action.

You may not: alter any of our Intellectual Property or the Materials; and/or use any recording device or make any audio, video or other recording of the Seminar Services/Courses or Events, and/or sell, repurpose, or reproduce the Intellectual Property ("IP") or the Materials or supply the IP to any other third parties.

These terms and conditions may be altered by notice in writing from PLATINUM ELITE GROUP at any time, and at its discretion.

For more information please contact PLATINUM ELITE GROUP under "Further Information" section below.

If the provision of PLATINUM ELITE GROUP as completed by this Agreement are prevented or cancelled because of an Act of God, 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 PLATINUM ELITE GROUP, PLATINUM ELITE



GROUP may postpone the delivery of the Seminar Services from the original schedule or to cancel the same 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 or cancellation.

#### DISPUTE RESOLUTION

Any and all disputes or claims regarding this agreement, including any disputes relating to the rights and obligations of the parties, or their performance hereunder, shall be submitted by the parties to mediation to be conducted by the **Judicial Arbitration and Mediation Service, San Diego, California office**, or to such other mediator as the parties may agree. If not resolved through mediation, the dispute shall be submitted by the parties to binding arbitration, to be conducted by the said **Judicial Arbitration and Mediation Service**, or such other arbitrator as the parties may agree, and such arbitration shall be conducted according to commercial arbitration rules of procedure promulgated by the American Arbitration Association, from time to time. The parties shall each bear their own costs of mediation, and, if submitted to binding arbitration, the arbitrator shall be empowered to award reasonable attorney's fees and costs to the prevailing party. Any binding decision of an arbitrator, or mediation agreement entered into by the parties shall be subject to enforcement as a judgment rendered by a court of competent jurisdiction. The parties agree to waive their right to a jury trial. This agreement to arbitrate will survive any termination or expiration of this Agreement. The parties agree that this Agreement shall be interpreted according to the laws of the State of Nevada, and that venue and jurisdiction over the enforcement or interpretation of this Agreement shall be in the **Superior Court of the County of Las Vegas, Nevada**.

To cancel this transaction, email (**void.us@srglobal.com**) a dated email that says: "I hereby cancel this transaction" NO LATER THAN MIDNIGHT OF the third (3rd) business day from the transaction date (or the tenth (10th) business day from the transaction date, if purchased in Canada).

## FURTHER INFORMATION

If you have any questions about our Terms of Use, please contact us:

**Email:** ???

**Phone:** +1-702-689-9999

### **Client Care**

Platinum Elite Group

7475 West Sahara Ave. Suite 100, Las Vegas, NV, 89117