

Enhanced Potential Terms and Conditions November 2021

Welcome <https://enhancedpotential.com.au/> (our Site)

This site gives you an opportunity to browse and purchase products and services offered by B & C Yep Pty Ltd (ACN. ACN. 617 225 233) as trustee for B&C Yep Trust (ABN. 42 156 349 243) trading as Enhanced Potential. These Terms and Conditions govern your use of the (The Site).

These Terms and Conditions (Terms) govern your use of this Site, as well as Enhanced Potential's products and services, and form a binding contractual agreement between you and us.

These Terms are important and you should ensure that you read them carefully and contact Enhanced Potential at admin@enhancedpotential.com.au if you have any questions before purchasing our products or engaging our services.

These Terms constitute the entire and only agreement between you and us and supersedes all prior agreements, conduct, representations and understandings.

Enhanced Potential's products and services are intended for people aged 18 and over.

ACCEPTANCE OF TERMS

1. By accessing, downloading or using the products and services offered on our Site, you agree to be bound by these Terms, which you acknowledge that you have read and understood.
2. We may change all or part of these Terms at any time. If we do, the new terms and conditions will be posted on this Site. Your continued use of the Site will constitute your acceptance of any changes.
3. If you object to any changes to the Terms, your only remedy is to contact us at admin@enhancedpotential.com.au and immediately discontinue your use of the products and/or services.

GENERAL DISCLAIMER

4. All Enhanced Potential products and services are intended for general education and information purposes only.
5. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/ or services, purports to offer legal, medical, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.

6. Enhanced Potential provides support, guidance and tools for you to set goals, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation.
7. Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
8. You acknowledge and agree that Enhanced Potential, its directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

REGISTERING YOUR DETAILS

9. Before you purchase our products and/or services, you must register an account with us.
10. You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
11. We may at any time request a form of identification to verify your identity.
12. If you are a registered user or member to this Site, you acknowledge and agree that:
 - a) You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
 - b) You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - c) You will immediately notify us if your Password is lost or becomes known to any other person
 - d) You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
 - e) Any information you provide to us for posting or inclusion in our Enhanced Potential Community, at any time, becomes our property.
13. To the extent that you provide personal information, Enhanced Potential will treat such information strictly in accordance with its Privacy Policy.
14. You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.

15. Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

YOUR OBLIGATIONS

16. When using our products and/or services, you may be given access to Facebook groups, other online or in person forums (Enhanced Potential Community) or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or our Enhanced Potential Community any of the following:
 17. Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 18. Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
 19. Information that includes personal or identifying information about another person without that person's consent.
 20. Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
 21. Any information or content that impersonates any person or entity.
 22. Any material, non-public information about companies without authorisation to do so.
 23. Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
24. By posting or otherwise publishing Your Content on our Site or Enhanced Potential Community, you:
 - a) Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - b) Warrant that you have the right to grant the above licences;
 - c) Warrant that Your Content does not breach these Terms; and
 - d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
 - e) We reserve the right (but have no obligation) to:
 - Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
 - Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

CODE OF CONDUCT

25. Our Site and Enhanced Potential Community is a space for learning and is a pitch-free, solicitation-free and sales-free environment.
26. Whilst using this Site and/or our Enhanced Potential Community, we ask that you not:
 - a) Contact anyone who has asked not to be contacted.
 - b) Collect personal data about other users for commercial or unlawful purposes.
 - c) Infringe other user's privacy rights.
 - d) Violate the intellectual property of others.
 - e) Post anything that contains software viruses, worms or any other harmful code;
or
 - f) Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

CONFIDENTIALITY

27. We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other Enhanced Potential product and/or services participants (Participants) and representatives of Enhanced Potential.
28. You agree:
 - a) That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
 - b) Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
 - c) That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
 - d) That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
 - e) While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

COPYRIGHT AND TRADE MARK NOTICES

29. All material on this Site, in our Enhanced Potential Community or otherwise delivered by us by us including (but not limited to) course content, text, graphics, information architecture and coding (Our Content), is subject to copyright.
30. While you may access, browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior express written permission if you'd like to use, copy, record or reproduce it.

31. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.
32. You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
33. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Grace Lever® will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

RIGHT TO SUSPEND, TERMINATE AND REFUND

34. We reserve the right to suspend or terminate your use of the Site, the Enhanced Potential Community or our products and/or services generally, if you breach any of these Terms, as determined by us in our sole discretion.
35. Refunds are not provided for our products and/or services, including where you have been given access to Our Content or our Enhanced Potential Community, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the Australian and Competition Act 2010 (Cth).

FINANCIAL TERMS

36. The cost, cancellation and refund, if any, details of our products and services are set out below:
37. Each refund request will be assessed on a case-by-case basis and when genuine value has not been received or isn't able to be received, refunds will be granted at the discretion of the Enhanced Potential® team.
38. Invoices for any Enhanced Potential program are automatically generated and can be requested at any time by emailing ask@gracelever.com.
39. Some of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:
40. You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
41. If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
42. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
43. We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
44. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
45. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
46. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.

47. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.
48. From time to time, Enhanced Potential may offer members the opportunity to purchase additional products and services at a discounted rate. To be eligible for this discount, you must be an active member in good standing at the time of purchase.

LIABILITY IS LIMITED

49. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under the Australian Consumer Law.
50. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Enhanced Potential Community or Our Content.
51. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Enhanced Potential Community or Our Content.
52. These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:
53. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
54. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
55. Accessing websites or servers maintained by other organisations through links on our Site, Enhanced Potential Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
56. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

YOUR INDEMNITY

57. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms. We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or

reliance on any information contained within our Site, Enhanced Potential Community or through use of our products or services.

AFFILIATE DISCLOSURE

58. As affiliates of certain products and services we may receive compensation for recommending and promoting products/services linked to from this Site or via our Enhanced Potential Community.

NO ASSIGNMENT

59. You cannot transfer or assign your Enhanced Potential membership without Enhanced Potential's prior written consent.
60. We may assign or transfer our obligations under these Terms at any time, subject to giving you four (4) weeks prior notice in writing.

DISPUTE RESOLUTION

61. If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause and any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
62. In the case of claims against us, all notices are to be provided to admin@enhancedpotential.com.au
63. If the dispute is not resolved by agreement within five (5) business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further five (5) business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
64. Once a mediator is appointed, the parties agree that:
65. The costs of the mediator shall be borne equally between the disputing parties.
66. The chosen mediator shall determine the procedures for mediation.
67. The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
68. If the parties have not mediated a resolution of the dispute within ten (10) business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
69. Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court or tribunal of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
70. Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
71. This clause survives termination of these Terms.

APPLICABLE LAW

72. These Terms shall be construed in accordance with and governed by the laws of Queensland. You consent to the exclusive jurisdiction of the courts in Queensland to determine any matter or dispute which arises between us.

YOUR FEEDBACK

73. We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential.

74. If you have questions or comments regarding this Site, or Enhanced Potential products or services, please email us at admin@enhancedpotential.com.au

Company Details

Trading Name: B & C Yep Trust t/as Enhanced Potential,

ACN: 617 225 233

Country: Australia

Telephone Number: 0435453157

Email: admin@enhancedpotential.com.au