

**YOUR MARKETING MENTOR**  
**PLEASE READ BEFORE SUBSCRIBING OR PURCHASING PRODUCTS**

**Terms and Conditions**

**Privacy Policy**

**1.** This policy sets out how Your Marketing Mentor (ABN 33 766 886 087) collects, uses and discloses your personal information. By subscribing to the Your Marketing Mentor program or by purchasing any individual products, you agree to the use and disclosure of your personal information in the manner described in this policy. Your Marketing Mentor is bound by the Privacy Act (1988). Your Marketing Mentor collects personal information that it considers necessary, to provide the range of services they offer.

**2.** Personal information collected by Your Marketing Mentor may include: a) your name, address and contact details  
b) Credit account details  
c) User ID's and passwords  
d) A history of services and/or products provided to you

**3.** Your Marketing Mentor collects personal information in a number of ways, including;  
a) Directly from you when you provide information directly to Your Marketing Mentor in person, phone or in writing (whether electronic or otherwise) b) directly from you when you communicate with Your Marketing Mentor or any other person using Your Marketing Mentor Communications Services.

**4.** Your personal Information may be used for the following purposes:  
a) To provide the services requested by you  
b) To manage those services including, customer service and billing  
c) To research, develop and improve Your Marketing Mentor services  
d) To conduct surveys to determine use and satisfaction with Your Marketing Mentor services  
e) To generate statistics in relation to Your Marketing Mentor Network  
f) To promote and market special offers and other services to you.

Your Marketing Mentor does not disclose personal information to any individuals and organizations without the prior consent of the individual.

You have a right to access your personal Information. If you wish to access your personal information please contact us via the methods on [www.yourmarketingmentor.com.au](http://www.yourmarketingmentor.com.au)  
If you choose not to provide personal information when requested, Your Marketing Mentor may not be able to provide you with the full range of Your Marketing Mentor services from misuse, loss, unauthorized access, modifications or disclosure.

If you receive any mailing material from us then it will be as a result of your email address being listed with us for the purpose of receiving information, previously purchased or expressed interest in our products, services, seminars or events.

Each email from us contains an easy to understand link which you may click if you wish to unsubscribe.

### **Entire Agreement**

- I. The subscription order, either written or online version, is the only document which will be recognised by Your Marketing Mentor as authority to undertake the program or services.
- II. The subscription order constitutes the entire agreement between the parties and supersedes all previous negotiations, and communications.
- III. The results of our programs may vary and are based on the purchaser's individual capacity and business experience. There are no guarantees concerning the level of success the purchaser may experience.
- IV. The use of Your Marketing Mentor information and products should be based on the purchaser's own due diligence and Your Marketing Mentor is not liable for any success or failure of the purchaser's business that is directly or indirectly related to the purchase of our products and services.

### **Cancellation and Refund Policy**

Your Marketing Mentor will provide the services described under the Program for a period of 12 months (Term), and the Purchaser agrees to acquire these services for the entire Term. Note: This is a 12 (twelve) month subscription program that is paid monthly instalments. The Purchaser may cancel their subsection at any time after the initial 12 month period.

After the end of the Term, Your Marketing Mentor will continue to provide an ongoing program and services to the Purchaser in accordance with these terms and conditions, until such time as the Purchaser cancels the subscription. After the Term, the Purchaser may cancel the Your Marketing Mentor Subscription Program at any time, effective immediately.

### **Price**

All the prices are expressed in Australian Dollars, and shall be determined by Your Marketing Mentor as follows;

- 1) Pursuant to the quoted priced payable per item, plus GST, if the price is not GST inclusive.
- 2) The Purchaser is liable for the amount of any GST payable in respect to the taxable supply.
- 3) All Freight and charges if applicable shall be paid by the Purchaser.

### **Terms of Payment**

Unless otherwise agreed, the services/packages under the subscription packages or sales order must be paid in full prior to delivery.

Subscription payments via credit card shall be deducted every 30 days from original date of purchase until cancelled.

Credit card transactions are processed in Australian Dollars. (AUD) All transactions will be processed securely by [eway.com.au](http://eway.com.au). And no credit card details will be stored on Your Marketing Mentor site.

## **Security**

Your Marketing Mentor does not store, capture or handle credit card information directly. Payments are made through **eway**, a secure payment gateway that uses the best software available today (SSL) for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that it cannot be read by third parties.

## **Default in Payment**

Your Marketing Mentor will treat any default by the Purchaser in payment of any monies due as a breach of the terms and conditions of the sales order. Your Marketing Mentor will then cease work on the relevant subscription order and any other individual sales orders placed by the Purchaser. Your Marketing Mentor may also block access to the Subscribers/Members section of the website if Purchaser defaults on payment. In the event that any amount due by the Purchaser to Your Marketing Mentor is dishonoured by payments being cancelled, withdrawn or being charged back to the card issuer, then the Purchaser shall remain liable for all charges and shall pay such an amount to Your Marketing Mentor.

## **SERVICES PROVIDED WITHIN THE PROGRAMS**

### **Your Marketing Mentor Subscription Service**

Purchasers are entitled:

- At least 12 x exclusive "How To" eBooks, at the rate of one per month on key aspects of Club Marketing.
- A minimum of 12 hours of personal feedback and support advice as requested via email or phone (approximately 1 hour per month). All email requests will be responded to within 2 working days
- 52 x Weekly eNews updates including reports, trends, developments, quick tips and special subscriber only articles.
- Exclusive networking opportunities and access to online forums, webinars and video seminars.
- Access to members only Research and Reference Library including the exclusive Your Marketing Mentor Swipe File.
- Access and first option to special events and Master Classes throughout the subscription period.

**Digital Products** -While every effort is made to provide an uninterrupted service Your Marketing Mentor will not be held liable for any downtime or disruption to third-party digital services used to deliver products. There is no Service Level Agreement express or implied. Digital products will be compatible with the most recent stable version of Web browsers, Video players, and PDF document readers available for Windows and Mac.

**Competitions and events** –Your Marketing Mentor acts only in an advisory capacity, and does not directly manage any promotions, competitions, events, prize draws, or any games of chance.

Your Marketing Mentor will not be held liable or responsible for the outcome or result(s) of any promotions, competitions, events, prize draws, or any games of chance. Any promotions, competitions, events, prize draws, or any games of chance are solely the responsibility of the company or individual(s) managing or promoting the event.

### **Intellectual Property**

Please note that all marketing ideas, layouts, scripts, recommendations and any other advice provided by Your Marketing Mentor remains the property of Your Marketing Mentor and can be used for promotional purposes by Your Marketing Mentor at anytime, both online and offline. Such ideas and marketing executions maybe included in Your Marketing Mentor's: Swipe File" and will be accessible to other members of relevant Your Marketing Mentor programs. In other words, any advice from Your Marketing Mentor, layouts or scripts provided by Your Marketing Mentor remains the intellectual property of Your Marketing Mentor. Members have the right to use such advice, but the ownership of any ideas remains with Your Marketing Mentor. A condition of membership is that any artwork, concept, copy or webpage that result from Your Marketing Mentor advice is able to be used in Your Marketing Mentor case studies and Swipe File for an infinite period of time.

### **Risk**

All services/programs delivered shall be at the Purchaser's risk. Your Marketing Mentor will not be liable for any damage or loss including consequential arising out of or in connection with the application of the services unless the damage or loss is a direct result of Your Marketing Mentors negligence or wilful default. In any event, Your Marketing Mentor's total liability (including any negligence) shall not exceed the cost of services/programs provided during the term of this agreement.

### **Customer Service Contact:**

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