Part A: General Terms and Conditions Applying to Products & Services

1. Definitions

**Products** means our Membership Area where the digital courses, webinars and other downloadable materials, promoted on our Website.

**Services** means the any services by The Tarsi Way that are advertised and promoted on our Website.

**Agreement** has the meaning in clause 2 of these Customer Terms.

**Further Term** has the meaning in clause 3(b) of Part A of these Customer Terms.

**Initial Term** has the meaning in clause 3(a) of Part A of these Customer Terms.

**Subscription** means access to The Tarsi Way Diamond Club, where you will have access to our membership area plus our range of Services as part of your subscription with us that gives you the right to use our information for your personal education only..

**Term** means your Initial Term and Further Terms (if applicable).

**We / our / us** means The Tarsi Way Pty Ltd ACN 623 148 274 as trustee for the Tarsi Way Trust trading as The Tarsi Way; and

**Website**  means the thetarsiway.com desktop website, mobile website and mobile applications (including mobile phone, tablet and wearable applications) and related systems.

**You** means you, the legal entity that owns your business.

1. Your Agreement with us
   * 1. Your agreement with us (Agreement) consists of:
        1. these Customer Terms and Conditions (as published at thetarsiway.com/terms and as varied from time to time in accordance with this Agreement), comprising: Part A – General Terms and Conditions Applying to Subscriptions and Products, Part B – Special Terms applying to The Diamond Membership Subscriptions and Part C: Special terms applying to Products & Services; and
        2. any physical document or electronic interface that we make available to you which you sign or otherwise indicate your agreement to, and which identifies your Service, Product or Subscription, including, but not limited to, paper order forms, insertion orders or contracts, emails, online order forms or other documents; and
        3. the terms and conditions of our Privacy Policy, Website Terms of Use, and the Acceptable Use Policy applicable to your Product, Service or Subscription, as published at thetarsiway.com/terms and as amended from time to time in accordance with this Agreement; and
        4. the terms and conditions of any credit application accepted from you.
     2. This Agreement is the entire agreement between us about its subject matter and it supersedes all prior agreements and understandings between us.
2. Term
   * 1. The term of this Agreement is the initial term set out in the relevant Product, Services or Subscription, subject to termination in accordance with this Agreement.
     2. For Subscriptions, you agree to an Initial Term (usually 12 months). Following the expiry of the Initial Term, your Subscription will, subject to your rights under clause 3(c) below, continue for further periods of the same period as the Initial Term (**Further Terms**) until terminated in accordance with this Agreement.
     3. If you do not wish for your Subscription to continue for any Further Term, then you must, at least 30 days before the expiration of the Initial Term or the then current Further Term, provide us with clear written notice that you do not wish for your Subscription to continue beyond the Initial Term or the then current Further Term. If you give such notice, this Agreement will terminate upon the expiration of the Initial Term or the then current Further Term.
3. Your warranties and representations

You represent and warrant to us that at all times during the Term of this Agreement:

* + 1. you hold all required licences or accreditations to use our products, services or subscription on the Website and have the proper authorities in place required by State or Territory regulations;
    2. you will comply with all of your obligations set out in this Agreement.

1. Your acknowledgements

You acknowledge and agree that at all times during the Term of this Agreement:

* + 1. we must in our sole discretion approve the type of Product, Service or Subscription that you engage with us;
    2. you will comply with the terms of your Product, Service or Subscription;
    3. in consideration for us granting you a right to use our products, services or subscription, you will not copy, licence to other persons, use and adapt for any purpose related to our business to a third party any content provided to you;
    4. we may, at our discretion, remove or amend some or all of our products, services or subscriptions you are, in our reasonable opinion, in breach of your obligations under this Agreement;
    5. we may vary this Agreement or any of its constituent documents at any time and we will notify you of all variations to you;
    6. all features of our Products, Services or Subscriptions are subject to change, development and discontinuation and, as such, we may vary or discontinue any feature of a Products, Services or Subscription at any time and we will notify you of all variations or discontinuations;
    7. we will use best endeavours to provide you with continuous and fault-free operation of the Website and the other services we provide you, however we cannot guarantee this and technological failures or delays may prevent us from doing so.

1. Your obligations

Your obligations to us are as follows:

* + 1. you will only use our Products, Services and Subscriptions for your personal use;
    2. if you are, in our reasonable opinion, in breach of this Agreement, you will promptly comply with any direction we give to you in relation to your relevant listing(s), including any direction to delete, amend or update any relevant listing(s);
    3. you will comply with the Privacy Policy, Acceptable Use Policy (as varied from time to time);
    4. where you provide us with personal information of any individual, you must inform that individual that their personal information will be used and disclosed by us in accordance with our Privacy Policy;
    5. you will ensure that any statement you make to us or any content or material supplied by you:
       1. is not unlawful;
       2. is not provided for an improper purpose;
       3. is not misleading or deceptive or likely to mislead or deceive;
       4. does not include information that is defamatory, fraudulent, infringes the intellectual property rights of third parties or would otherwise expose us to any liability, legal proceedings or other sanction; and
       5. does not otherwise breach the Acceptable Use Policy;
       6. you will comply with all applicable laws, including without limitation, the Competition and Consumer Act 2010 (including the Australian Consumer Law); Trade Marks Act 1995; fair trading legislation; and any other applicable advertising standards and regulations including the Privacy Act 1988 and regulations thereunder;
    6. you will ensure that your username and password for accessing any service supplied by us are kept secure at all times and are only disclosed to persons employed by you or engaged to provide services to you and who are authorised to incur charges on your behalf. However, you are responsible for any use of any products, services or subscription supplied by us using your username and password by any person (whether authorised or otherwise) and, without limitation, you must pay any charges incurred as a result of that use;
    7. you will ensure that you do not use our registered or unregistered trade marks for any purpose that we have not previously approved in writing or in a manner that is likely to mislead individuals into believing there is an association between your brand and our brand, other than that of customer and service provider, without our prior written consent.

1. Termination or suspension by us
   * 1. Without limiting our other rights, we may immediately terminate this Agreement or suspend or temporarily remove any of your listings if:
        1. you fail to pay any fees or charges due to us within 7 days after the due date;
        2. any of your warranties or representations in this Agreement are incorrect;
        3. you are in breach of this Agreement (whether or not the breach is material and fail to rectify the breach within 7 days of us giving you notice of the breach and requiring that it be remedied;
        4. you enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with your creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors under any statute, or become or are deemed to become insolvent; or
        5. you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed.
     2. In the event that we exercise our right to:
        1. terminate this Agreement pursuant to clause 7(a) above, you will remain liable for all Subscription fees until the termination or expiration of this Agreement; or
        2. suspend or temporarily remove your listings pursuant to clause 7(a) above, you will remain liable for all fees related to the relevant listings, except where you have a right to be refunded at law.
     3. Notwithstanding any of our rights to terminate or suspend as set out in clause 7(a), we may limit (in whole or in part) your ability to add new listings if you fail to pay any fees or charges due to us within 7 days after the due date.
2. Effect of termination or suspension

Termination of this Agreement or suspension or temporary removal of listings pursuant to clause 7(a) does not:

* + 1. relieve you of your liability to pay fees up to the effective time of termination;
    2. relieve either party of its accrued obligations and liabilities pursuant to this Agreement which may be enforced before or after termination; or
    3. waive any accrued rights in respect of any breach of this Agreement by either party.

1. Fees and billing
   * 1. The initial fees for your Product, Service or Subscription will be as specified to you. Fees are payable from the date specified in your Product, Service or Subscription. Subscription fees are payable monthly, Product fees are payable upfront or monthly (depending on products purchased) and final fees for Services are payable on completion and prior to the service reports being released to you.
     2. We reserve the right to change the fees for any Product, Service or Subscription at any time. You will be notified thirty days in advance of any changes to fees and may terminate prior to these changes taking effect if you consider these will cause you a material detriment.
     3. If we incur a third party cost to process a card payment or other transaction, we may charge a reasonable transaction fee.
     4. The initial month’s fees may be billed in advance or in arrears to fall within our regular billing cycle. Fees for subsequent months are payable in accordance with the invoice we submit to you.
     5. At our discretion, we may send invoices to you by email, post or such other electronic method as we notify to you. Upon request, you will advise us an email address to which we may send your invoices. It is your responsibility to ensure that email address is accurate, is up-to-date, is functioning properly and is regularly monitored by an authorised person on your behalf. It is also your responsibility to advise us of any changes to the email address to which invoices should be sent. If an email address notified by you ceases to function properly or otherwise should be amended, you will promptly provide an alternate email address for the purpose of receiving invoices. Invoices are deemed to be received by you on the day immediately following the date shown by our email system as the sent date. Any failure to receive an invoice does not relieve you of liability for payment of fees by the due date shown on the invoice.
     6. You will pay all taxes, duties and other government charges payable in connection with this Agreement whether applying as at the date of this Agreement or in the future including, without limitation, any applicable goods and services tax (GST), other value added tax, sales tax, stamp duty and turnover tax, but excluding taxes, duties and government charges based on our income.
2. General
   1. Limitation of liability and indemnity
      1. To the extent permitted by the law and particularly under the Competition and Consumer Act 2010 (including the Australian Consumer Law) or any other applicable law, each party:
         1. excludes all conditions and warranties implied into this Agreement;
         2. excludes liability for consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits); and
         3. limits its liability for breach of any consumer guarantee, condition or warranty that cannot be excluded to (at the party’s option) resupplying the relevant service or paying the cost of having the relevant service resupplied.
      2. Each party must take all reasonable steps to minimise any loss it suffers or is likely to suffer and that is the subject of a claim under this Agreement. If a party does not take reasonable steps to minimise that loss, then liability for the relevant claim will be reduced accordingly.
      3. Neither party will be liable under this Agreement to the extent that liability is caused by:
         1. the other party’s breach of its obligations under this Agreement or its negligent act or omission; or
         2. any delay in performance or breach of this Agreement which arises as a result of any matter beyond its control (including, in our case, viruses, other defects or failure of the server hosting the Website).
      4. You indemnify us and our officers, employees and agents (“those indemnified”) against any losses, damages and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any third party claim related to your breach of this Agreement
      5. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.
   2. Assignment
      1. You must not assign this Agreement without our prior written consent, which will not be unreasonably withheld.
      2. We may assign this Agreement at any time. If we assign this Agreement, we will notify you of the assignment.
   3. Notices
      1. We will send all notices and other communications to you at the email address and/or postal address you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address and/or postal address.
      2. All notices from you to us (including termination notices) must be sent by email to tarsi@thetarsiway.com.
   4. Governing Law
      1. The laws of Queensland, Australia govern this Agreement.
      2. Each party submits to the exclusive jurisdiction of the Courts of Queensland, Australia and waives any right to object to an action being brought in the Courts of Queensland (including that the action has been brought in an inconvenient forum, or that those Courts do not have jurisdiction).

Part B: Special terms applying to Subscriptions

1. The Diamond Membership Subscription

***1.1 Membership Period, Payment Terms and Cancellation Terms***

(a) You acknowledge that The Diamond Club membership is for a minimum term of *12 months* paying the amount of $1,897 per month which is inclusive of:

* Private LinkedIn Group
* Monthly Newsletter
* Latest eBooks
* Masterclasses
* Email Support
* Monthly One-on-One Mentorship
* Annual Rent Roll Valuation
* Rent Roll Due Diligence
* Annual Rent Roll Due Diligence Review

(b) You acknowledge that additional fees as required to manage and maintain my rent roll portfolio size are added to the base membership fee and payable each month for the minimum term of 12 months. The additional fees are outlined below:

* $330 per additional 50 management per month for rent roll due diligence
* $275 per additional One-on-One Mentorship

(c) You acknowledge that the monthly fee will increase/decrease based on the number of managements held by the agency. The new fee increase will occur once your rent roll portfolio increases by 15 additional managements above the current scale i.e. 150 managements the new trigger for an additional $330 per month occurs at 166 managements.

(d) You acknowledge that the first instalment of our membership is due upon application and is payable by credit card. If You would like to pay by tax invoice, You acknowledge that payment is due within 7 days of invoice and if not paid will incur outstanding late fees of:

* + Late fee of $300
  + Interest incurred at 9% weekly.
  + Debts outstanding more than 30 days will automatically be sent to debt collectors for collection. Any fees incurred for this service will be payable by you.

(e) You acknowledge and agree that after 12 months have occurred, my membership shall continue on a monthly basis until such time that I give 30 days cancellation notice by email to [tarsi@thetarsiway.com](mailto:tarsi@thetarsiway.com). Any amount payable within the 30 day time frame will be charged to My Account.

(f) You agree to pay The Affluent Realtor System Initiative (T.A.R.S.I) the remaining portion of the agreed terms either by credit card or by invoice. within 7 days of issue if I cancel within the first 12 months of my membership.

(g) You acknowledge that on completion of the initial 12 month term, our membership continues on a month to month basis and if you wish to cancel after the initial 12 month period, we are able to do so by emailing [tarsi@thetarsiway.com](mailto:tarsi@thetarsiway.com) and termination of the membership will end within 30 days from date of acceptance. You agree that any outstanding fees are payable until termination date.

(h) You agree to consider and refer to my/our financial situation before signing and submitting the agreement from.

***1.2 Rent Roll Due Diligence & Annual Reviews***

* + 1. You acknowledge that the rent roll due diligence conducted under The Diamond Club is for up to 100 management agreements. You acknowledge that we are able to upgrade our membership to include the whole rent roll in increments of up to 50 managements. Therefore, our monthly membership will be reflective of the whole rent roll.
    2. You acknowledge that The Tarsi Way and it’s representatives will be required access to sensitive information and access to complete the rent roll due diligence process and any business information that The Tarsi Way or its’ respective representatives collect under this Agreement will be dealt with in accordance with our Privacy/Confidentiality Policy.
    3. You agree to provide the following details to The Tarsi Way upon registering as a Diamond Club Member:
* Access to Property Management Software (Admin Access)
* Bond Report and eservices portal
* Most Current Trust Account Audit Report
* Smoke Alarm 3rd Party Login Details
* Real Estate Forms Login Details (if applicable)
* Inspection Reports Program Login Details (if applicable)
* Maintenance Program Login Details (if applicable)
* Any other files/software utilised by the Property Management Department
* Cloud Based Folders – stored information or Login to Remote Server.
* Access to Key Cabinets.

You acknowledge that the following is not covered as part of the rent roll due diligence process:

* Individual drive through and walk through of each property.
* Trust Account Auditing
  + 1. You acknowledge that the key audit will be conducted via FaceTime, Zoom or other face to face options depending on the location of the office. The Tarsi Way Pty Ltd will discuss this with you. If you decide that we would prefer The Tarsi Way Pty Ltd to undertake the key inspection on site at my/office then the cost of travel will be discussed and agreed too and paid by me/us prior to the office visit.

***1.3 Annual Rent Roll Valuation***

1. You acknowledge that The Tarsi Way and it’s representatives will be required access to sensitive information and access to complete the rent roll valuation process and any business information that The Tarsi Way or its’ respective representatives collect under this Agreement will be dealt with in accordance with our Privacy/Confidentiality Policy.
2. You acknowledge that the Rent Roll Valuation will be completed within 10 working days from receipt of information.
3. You agree to provide the information for the rent roll valuation within 14 working days from signing up to The Diamond Club. The rent roll valuation is to be conducted prior to the rent roll due diligence taking place to provide me/us with a clear indication of the value of our rent roll upon our membership journey.
4. You agree to provide the following details to The Tarsi Way upon registering as a Diamond Club Member:

* Access to Property Management Software (Admin Access)
* Profit & Loss Statements for the past 3 year period and YTD
* Most Current Trust Account Audit Report
* Staff Schedule including name, start date, position and annual salary and any bonuses
* General Business Background
* Premises lease agreement and current rent invoice
* Franchise Agreement (if applicable)

***1.4 One-On-One Mentoring***

1. You acknowledge that as part of The Diamond Club, there is one monthly Zoom meeting for 60 minutes. You acknowledge that these sessions must be booked each month. You acknowledge that booking will be made through a calendar system shared by The Tarsi Way. If a time and date do not suite, I am able to request a time and date for review and acceptance by The Tarsi Way.
2. You agree that if we cannot attend the one-on-one meeting time, cancellation is to occur with 48 hours prior to the meeting scheduled. If you do not cancel the meeting and do not attend, then the monthly one-on-one mentoring session is forfeited for the month.

***1.5 Masterclasses***

1. You acknowledge that you will receive online access to a masterclasses and class materials that are relevant to the program selected at the time of agreement.

***1.6 Email Support***

1. You acknowledge that as a Diamond Club member, I have access to a personalised email address being [tarsi@thetarsiway.com](mailto:tarsi@thetarsiway.com) for email support.
2. You acknowledge that email support hours are between 10am to 4pm Monday to Friday.
3. You acknowledge that email support may be completed by a phone call response, video response or email response to assist you, the Diamond Club member as quickly as possible in your request. You understand that if required, at no additional cost to you a face to face zoom/google meeting may be conducted to assist you with support at a time suitable to all parties.

***1.7 Latest eBooks/Private LinkedIn Group & Monthly Newsletter***

1. You acknowledge that upon sign up, you will be added to a specialise Monthly Newsletter which is solely dedicated for The Diamond Club members.
2. You acknowledge that upon sign up, you will be added to the Private LinkedIn Group named, T.A.R.S.I Diamond Club Members and you can use this group for support and you agree to abide by the group rules.
3. You acknowledge that we will have access to any eBooks that The Tarsi Way or Tarsi Taylor produce upon release.

***1.8 Liability Waiver***

1. You will not hold The Tarsi Way or any of its’ representatives liable for any loss or cost or damages or consequential loss (including but not limited to loss of income, loss of revenue, loss of profit, loss of goodwill and loss of business opportunity) incurred by me (or any person related to me) in the event of mental, physical, emotional stress or distress (or other ailment or condition) caused either directly or indirectly in relation to the training sessions. I will indemnify The Tarsi Way in the event of any such claim.
2. You will access all training via internet at your own cost.
3. The Tarsi Way reserves the right to change the membership model by writing, providing 60 days clear instruction prior to any changes in order to best serve the needs of The Diamond Club members.
4. You, in consideration of mentoring and/or training to be provided by The Tarsi Way under this Agreement, agrees –

* To indemnify & keep indemnified The Tarsi Way from & against all loss, damage or liability (whether criminal or civil) suffered including legal costs on a full indemnity basis incurred by The Tarsi Way resulting from breach of this Agreement by the Client.
* Not to cause or permit anything which may damage or endanger the intellectual property of The Tarsi Way or assist or allow others to do so.
* That what is taught within the mentoring and/or training and the Intellectual Property delivered in any form remains the copyright of The Tarsi Way and is not be replicated, modified, licensed, published, transmitted, distributed, uploaded, broadcast, sold or otherwise transferred without The Tarsi Way’s written consent. A breach of this clause considered serious misconduct and may result in The Tarsi Way taking action such as the removal of the client from the membership, suspension of access to course material, or the initiation of legal proceedings against the Client.
* Not to solicit, deal with or engage in any business dealing with any of the personnel provided by The Tarsi Way to supply the Course for a period of two years from the date of this Agreement without the prior written consent from The Tarsi Way. Not to make copies or distribute any materials from the masterclasses other than as required to do so for the purpose of participating in the masterclasses.
* Not divulge to any third party any part of the Confidential Information or of the Intellectual Property nor provide to any third party a copy of any document or audio recording which comprises or contains Confidential Information or Intellectual Property, except as this Agreement specifically permits.

***1.9 Confidential Information***

1. You recognise that anything which is shared with The Tarsi Way or in group environments in the Diamond Club is regarded as confidential.
2. All (if any) other information relating to The Tarsi Way which, by its nature, places or potentially places The Tarsi Way at an advantage over its present or future business competitors; and
3. Any other information that would otherwise at law be considered secret or confidential information of The Tarsi Way; whether or not marked “Confidential” BUT does not include information which:

* at the time of first disclosure by a client to another person is already in the public domain;
* after disclosure by a client, becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement; and
* the person to whom the information is disclosed can prove that the information was in his or her possession before the time of first disclosure by or discovery from the client.

***1.10 Other Terms***

* That The Tarsi Way has not made any representation that participation in the Course guarantees success as, including but not limited to, guarantee income.

1. Cancellation and Refund Policy (The Diamond Membership)
   * 1. You are not entitled to cancel The Diamond Membership within the first 12 month initial period.
     2. Refunds are not issued for any period that you are part of The Diamond Membership. Works have either begun or have been completed and therefore any refund will be rejected.

Part C: Special terms applying to Products & Services

1. Rent Roll Valuations (Service)
   * 1. You agree to provide the requested information required to conduct the Rent Roll Market Valuation as outlined in the “The Tarsi Way - List of Information Required” which is provided with your instruction letter.
     2. You acknowledge that The Tarsi Way requires up to 7-10 working days from receipt of the requested information outlined in The Tarsi Way – List of Information Required. You acknowledge that any delays in providing the information for the market valuation may result in a longer time frame.
     3. You agree that the market valuation will be undertaken under the terms and conditions outlined in the instruction letter, as provided by The Tarsi Way and signed by you.
     4. You acknowledge that the rent roll valuation will be undertaken as a market valuation and the multiplier and goodwill determined in the valuation is final and supported by sales evidence of current market transactions.
2. Rent Roll Due Diligence (Service)
   * 1. You acknowledge that The Tarsi Way and it’s representatives will be required access to sensitive information and access to complete the rent roll due diligence process and any business information that The Tarsi Way or its’ respective representatives collect under this Agreement will be dealt with in accordance with our Privacy/Confidentiality Policy.
     2. You agree to provide the following details to The Tarsi Way upon due diligence employment:

* Access to Property Management Software (Admin Access)
* Bond Report and eservices portal
* Most Current Trust Account Audit Report
* Smoke Alarm 3rd Party Login Details
* Real Estate Forms Login Details (if applicable)
* Inspection Reports Program Login Details (if applicable)
* Maintenance Program Login Details (if applicable)
* Any other files/software utilised by the Property Management Department
* Cloud Based Folders – stored information or Login to Remote Server.
* Access to Key Cabinets.

You acknowledge that the following is not covered as part of the rent roll due diligence process:

* Individual drive through and walk through of each property.
* Trust Account Auditing
  + 1. You acknowledge that the key audit will be conducted via FaceTime, Zoom or other face to face options depending on the location of the office. The Tarsi Way Pty Ltd will discuss this with you. If you decide that we would prefer The Tarsi Way Pty Ltd to undertake the key inspection on site then the cost of travel will be discussed and agreed too and paid by you prior to the office visit.
    2. If the due diligence is being undertaken on a Sellers portfolio as part of the business contract special conditions, you agree to provide the contract of sale to The Tarsi Way and the Sellers details. You acknowledge that you are responsible for introducing The Tarsi Way to the Seller, so that the seller is aware of the items of information and access that is required to conduct the due diligence investigation.
    3. You agree that the due diligence investigation will be undertaken under the terms and conditions outlined in the instruction letter, as provided by The Tarsi Way and signed by you.

1. Consultancy (Service)
   * 1. You agree that all consultancy will be undertaken under the terms and conditions outlined in the instruction letter, as provided by The Tarsi Way and signed by you.
     2. You acknowledge that consultation will be conducted online with platforms such as Zoom, Teams or Google Meet. Should you require an in office meeting, this will be outlined in your instruction letter, or a fee charged for this attendance.
     3. You acknowledge that changes to your meeting time can occur up to 48 hours before your session time. To change your session time, please contact [tarsi@thetarsiway.com](mailto:tarsi@thetarsiway.com) for another suitable time.
     4. You agree that if you cannot attend the one-on-one meeting, cancellation is to occur within 48 hours prior to the meeting scheduled. If you do not cancel the meeting and do not attend, then the one-on-one meeting session is forfeited and your fee is non-refundable.
2. Business Brokerage/Buyers’ Agent (Service)
   * 1. You agree that all consultancy will be undertaken under the terms and conditions outlined in the instruction letter, as provided by The Tarsi Way and signed by you.
     2. You are responsible for providing The Tarsi Way with all information relating to your business with full disclosure to The Tarsi Way.
     3. You agree that you will keep full disclosure of any information provided to you about a prospective seller or buyer.
     4. The Tarsi Way will undertake to its best ability to find a prospective buyer or seller for your rent roll/business and negotiate terms that fair to both parties.
     5. You agree to indemnify us against any claims, damages, or liabilities arising for the sale or purchase of the rent roll/business.
3. Other Services (Service)
   * 1. You agree that any other services such as pre-settlement inspection, preparation for sale etc will be undertaken under the terms and conditions outlined in the instruction letter, as provided by The Tarsi Way and signed by you.
     2. You agree that any other services, negotiated with The Tarsi Way and employed by you, are payable by you within seven 7 days of invoice.
4. Digital Products (Courses, Webinars & eBooks)
   * 1. You acknowledge that any digital products purchased by you may result in receiving online access to a masterclasses, courses, webinars and eBooks and class materials that are relevant to the program selected at the time of agreement.
     2. You acknowledge and agree that all contents are solely extended to single licence to be used by you only and you do not have permission to provide any contents to external parties to the agreement. Failure to do so will result in legal proceedings against you.
     3. The Tarsi Way holds all intellectual property for these digital products.
5. Other Products
   * 1. You acknowledge that any products purchased from third party sites such as Amazon etc, The Tarsi Way holds the intellectual property and these cannot be reproduced in any way.
6. Payment Terms
   * 1. You agree to pay the investment amounts including initial deposits and balances in accordance with the instruction letter or digital requirements when purchasing the Product or Service, as outlined either in the instruction letter or in the terms and conditions of the digital product you have purchased.
     2. You acknowledge that all quotes for services are valid for 30 days from the date of this instruction letter. You further acknowledge that upon payment of the initial deposit, You agree that the work is to commence within 60 days of the employment date.
     3. You agree to pay any investment amount as outlined in the instruction letter for services offered to you within 3 business days of signing the instruction letter or as outlined in the instruction letter.
     4. The Tarsi Way reserves the right to change bank accounts and you acknowledge that you will update the bank account details upon notification from The Tarsi Way.
     5. You acknowledge that all digital products and tangible products are to be paid up front or if you chose a payment plan, you agree to abide by the payment terms of that payment plan.
     6. You acknowledge that all subscription fees are payable monthly and in accordance with the subscription agreement.
     7. You acknowledge that consultancy one-on-one mentoring sessions are required to be paid upfront, unless otherwise agreed too in writing between you and The Tarsi Way.
     8. You acknowledge that 9% of the total investment for Services offered by The Tarsi Way is non-refundable if you decide to no longer proceed with the Service within 3 business days after booking the Service. Should you cancel the Service after 3 business days, the full deposit is non-refundable.
     9. You acknowledge that upon completion of the Service, The Tarsi Way will advise by email that the Service is complete and a Tax Invoice for payment will be forwarded to you for payment. Upon payment, please forward a copy of the ***remittance from the bank*** as proof of payment.
     10. You acknowledge that the Service will not be released on any other type of payment proof i.e. MYOB Remittance, until the funds have cleared the bank account of The Tarsi Way.
     11. You acknowledge that once the Valuation Service or Due Diligence Service reports are complete and the invoice sent, should the invoice not be paid within 30 days, the invoice will be referred to Debt Collectors for collection.
     12. You acknowledge that the fee above is inclusive of a soft copy of the Service report (rent roll valuation and due diligence) only. A hard copy of the service and service report is available upon request.
     13. You acknowledge that The Tarsi Way, at no extra charge to you, will assign the Market Valuation report to any financier/third party on your behalf. For this to occur, you will need to provide the bankers details to The Tarsi Way.
     14. All brokerage fees are payable by you in accordance with the agreement and instruction letter, signed by you. You acknowledge that you are responsible to pay for fees in line with the brokerage consultancy agreement.
     15. All prices are in Australian Dollars (AUD) and are subject to Goods and Services Tax (GST) where applicable.
7. Cancellation and Refund Policy
   * 1. You acknowledge that you are not entitled to a refund for any Services or Products once these are purchased that fall outside the payment terms as outlined in (b) below.
     2. You acknowledge that a refund is not applicable to any other services such as consultancy fees.
     3. You acknowledge that 9% of the total investment for Services offered by The Tarsi Way is non-refundable if you decide to no longer proceed with the Service within 3 business days after booking the Service. Should you cancel the Service after 3 business days, the full deposit is non-refundable.
     4. Refunds will only be issued in the event that The Tarsi Way is unable to produce the service. You will be notified in writing should this occur with an offer for the refund and a request for your bank details and The Tarsi Way will make payment to you within seven (7) days of being provided with the bank account details.
8. Guarantee
   * 1. The Tarsi Way has not made any representation that participation in any services, products or memberships guarantee success as, including but not limited to, guaranteed income.
     2. You are responsible for guaranteeing the successful completion and outcome of the services, products and subscription offered and completed by The Tarsi Way.
     3. You are responsible for ensuring that use of services, products or memberships do not infringe on the intellectual property rights of The Tarsi Way or third parties.
9. Liability and Indemnity
   * 1. We shall not be liable for any loss, damage, or expense arising out of the use of our Services, Products or Subscription whether incurred by you or any third party.
     2. You agree to indemnify us against any claims, damages, or liabilities arising out of the content of their advertisements.