



TERMS AND CONDITIONS FORM

Australia

Engagement

1. Thank you for accepting our offer to present the Mentoring Program Services to you. By signing the Registration Form, you agree that the Registration Form together with these Terms and Conditions form a contract between you and us.

Time and Place

2. Your payment of the Investment to us entitles you to:

(a) Take part in the 12 month Mentoring Program; and
(b) Attend the Location during the Seminar Hours to receive the Seminar Services; and

(b) to receive a copy of the home study Materials (subject to clauses 11 to 13).

3. We may change the Program, Speakers, Seminar Hours and / or Locations for any reason by notifying you through the Members Login area of our website:

(a) we shall have no liability to you; and

(b) you shall make no claim against us (including for a refund), in respect of the same.

Investment and Payment

4. You must pay to us in consideration of the Mentoring Program:

(a) the Investment Sum in one lump sum on the signing of the Registration Form by you without set off, deduction or counterclaim; or

(b) if we have agreed that you may pay by Installment, you must pay each Installment to us in full and without set off or deduction the Installment Sum on the Installment Payment Date.

(c) the "Conference Package" monetary component as a requirement of booking to attend Seminars.

5. Payments made under this agreement must be made by the means specified in the Registration Form.

6. If you should 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 set off or deduction or counterclaim and without need for further demand.

Seven Day Cooling Off

7. If you advise us by notice in writing within 7 days of signing the Registration Form that you do not wish to receive the Mentoring Program Services this agreement shall be at an end and we shall refund to you all monies you have paid to us under this agreement (less \$250 administration fee).

Money Back Guarantee

8. If you advise us by notice in writing within 7 days of receipt of your Home Study Resources that you do not feel the Mentoring Program Services are value for money this agreement shall be at an end and we shall refund to you all monies, you have paid to us under this agreement (less \$250 admin fee and the cost of home-study resources if not returned to us complete and unopened. Home-study resources which have been opened are non-returnable).

Refunds

9. We may cancel the Mentoring Program Services for any reason by written notice to you. We will also refund you the Investment you have actually paid to us within 10 days of giving you notice of cancellation (including the cost of the home-study courses if returned unopened). We shall have no further liability to you in respect of the cancellation (clause 12 shall apply).

10. You acknowledge that you shall not be entitled, and shall not claim a refund other than by strict compliance with clauses 7,8 or 9. You further acknowledge that this is an essential term of this agreement on which we rely and you are bound to pay your membership fee in full.

Intellectual Property

11. We have all right, title and interest in all intellectual property used by us in performing the Mentoring Program Services (subject to the rights of the presenters) and all intellectual property we may develop as a result of the performance of the Mentoring Program.

11. In performing the Mentoring Program Services for you, we do not transfer title to you in any intellectual property and title to all such intellectual property remains with us.

12. You may not:

(a) alter any of our intellectual property or the Materials; or

(b) copy or reproduce the content of the Mentoring Program Services or the Materials; or

(c) on sell the intellectual property or the Materials ('IP') or supply the IP to third parties, or share the conference calls access information with people other than your spouse

13. You authorize us to use any intellectual property created by us in performing the Services for any purpose it may require, including, without limitation, marketing and promotions of our services.

Disclosures

14. You acknowledge:

(a) that neither we, any of our representatives or any person we engage to perform the Mentoring Program Services ('Relevant Persons') is an investment advisor or licensed by ASIC or any other governmental authority to provide investment advice (unless you are advised specifically that an individual is in fact licensed to do so);

(b) that the Relevant Persons do not purport to provide investment advice or operate an investment advice business (as defined in the Corporations Act 2001); and

(c) we may pay commissions to third parties arising from your entering into this agreement.

Other Documents

15. Subject to your rights under the Privacy Act 1988, you may be required to complete and deliver to us other documentation, including questionnaires.

Limitation of Liability

16. We:

(a) exclude all terms, conditions and warranties implied by custom, the general law or statute or which cause any part of this agreement to be void ('Non-excludable condition');

(b) limit our liability to you for breach of any Non-excludable Condition to the total amount actually paid by you under this agreement;

(c) limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of the Mentoring Program Services to the total amount actually paid you under this agreement; and

(d) exclude all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Seminar Services or your exercise of rights under this agreement.

General

17. All notices or other communications must be made to the addresses specified in the Registration Form.

18. A notice given in accordance with clause 17 is received:

(a) if left at the recipient's address, on the date of delivery;

(b) if sent by prepaid post, 3 days after the date of posting; and

(c) if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

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

20. Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other jurisdiction.

21. This agreement may not be varied except in writing signed by the other party.

22. Should any provision of this agreement be held by a Court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

23. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.

24. This agreement is governed by the laws in force in the state of Queensland and the parties submit to the exclusive jurisdiction of the Courts of Queensland.

I accept these terms and conditions

Full Name: _____

Signed: _____ Date: _____