

TERMS AND CONDITIONS

For 21st Century Education and Speaker Products/Services

WARNING: TRADING / INVESTING RISKS
TRADING AND INVESTING ALWAYS INHERENTLY INVOLVES RISK.

THE PURCHASER OF ANY PRODUCT THROUGH 21ST CENTURY EDUCATION AND/OR IT'S ASSOCIATES ASSUMES ALL OF THE RISKS INCLUDING, THE RISK OF LOSING ALL, SOME, OR MORE OF THEIR TRADING/INVESTING CAPITAL. 21ST CENTURY WILL NOT COVER ANY RISK, LOSS, COST OR EXPENSE. WHERE ANY PAST RESULTS OR PERFORMANCE ARE GIVEN NO ONE CAN PREDICT FUTURE RESULTS AND PAST RESULTS ARE NOT INDICATIVE OF FUTURE PERFORMANCE. THE PURCHASER UNDERSTANDS THAT THEY HAVE NOT RECEIVED ANY PERSONAL FINANCIAL ADVICE NOR HAVE THEY SPECIFICALLY BEEN ADVISED TO INVEST IN ANY FINANCIAL PRODUCT. (I) NO-ONE IS AUTHORISED TO PROVIDE; AND (II) NO-ONE IS ABLE TO PROVIDE LEGITIMATE OR RELIABLE PREDICTIONS OR INDICATIONS AS TO THE FUTURE PERFORMANCE THAT MAY BE OBTAINED FROM ANY 21ST CENTURY PRODUCT. EVERYONE IS ADVISED HEREIN TO SEEK WHATEVER PROFESSIONAL ADVICE THEY MAY REQUIRE BEFORE RELYING ON ANY INFORMATION PROVIDED OR PURCHASING ANY 21ST CENTURY EDUCATION PRODUCT.

Pursuant to the National Privacy Principles under the Privacy Act 1988 (Cth) we will use and disclose personal information for the primary purpose for which it was collected. We may use your information to perform credit checks on you and for the purpose of assisting in collecting overdue payments. We may also disclose your information to third parties such as a Credit Reporting Agency that assist us in collecting overdue payments.

1. Default & Consequences of Default

- 1.1 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs (such costs will include 25-40% of the total debt outsourced to the collection agency).
- 1.2 Without prejudice to any other remedies 21st Century Education may have, if at any time you are in breach of any obligation (including those relating to payment), 21st Century Education may suspend or terminate the supply of products to you and any of its other obligations under the terms and conditions. 21st Century Education will not be liable to you for any loss or damage you suffer because 21st Century Education has exercised its rights under this clause.
- 1.3 Without prejudice to 21st Century Education's other remedies at law 21st Century Education shall be entitled to cancel all or any part of any order of yours which remains unfulfilled and all amounts owing to 21st Century Education shall, whether or not due for payment, become immediately payable in the event that:
 - (a) any money payable to 21st Century Education becomes overdue, or in 21st Century Education's opinion you will be unable to meet its payments as they fall due; or
 - (b) you being an individual become bankrupt, convene a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of your creditors or being a company become insolvent, convene a meeting with its creditors or makes an assignment for the benefit of your creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any asset of yours.
- 1.4 A dishonour fee of \$30 is applicable for every attempt made by 21st Century Education to collect funds due, when a total monthly payment or any other amount due under your contract is unable to be processed (this includes but is not limited to, defaults on a payment due to insufficient funds in your nominated bank account, a declined credit card transaction or for those customers who default in their direct debit payments).
- 1.5 A payment deferral fee of \$35 is applicable, where 21st Century Education agrees to defer a total monthly payment or any other amount due under the agreement upon written request from a client.
- 1.6 Dishonour fees are payable immediately upon the dishonour. A

payment deferral fee is payable at the same time as the deferred payment is due.

2. Permission to use testimonials

If a Member provides a testimonial about 21st Century Education or one of our Speakers, 21st Century Education may use the testimonial, in part or whole, to promote 21st Century Education or the Speaker in any format or medium at any time.

3. Refund Policy

- 3.1 Programs purchased at 21st Century Education Seminars come with a 5 day cooling off period from the date of the final day of the seminar (5 day cooling off period includes weekends and public holidays) and is subject to a cancellation fee, outlined in clause 3.2.
- 3.2 21st Century Education will charge a cancellation fee of \$495.00.
- 3.3 If your refund request is valid and approved, refunds or alternatively a product credit will be issued at our discretion.
- 3.4 If a specific refund policy applies to your product you must abide by all the terms and conditions stated, otherwise you may lose your right to a refund.
- 3.5 If you purchase a program and apply for a refund any future program purchases become non refundable regardless of the refund period.

NB. All prices quoted are in AUD (Australian Dollars).

4. Privacy Act 1988

- 4.1 You and/or the Guarantor/s agree for 21st Century Education to obtain from a credit reporting agency a credit report containing personal credit information about you and Guarantor/s in relation to credit provided by 21st Century Education.
- 4.2 You and/or the Guarantor/s agree that 21st Century Education may exchange information about you and the Guarantor/s with those credit providers either named as trade referees by you or named in a consumer credit report issued by a credit reporting agency for the following purposes:
 - (a) to assess an application by you; and/or
 - (b) to notify other credit providers of a default by you; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where you are in default with other credit providers; and/or
 - (d) to assess the credit worthiness of you and/or Guarantor/s.
- 4.3 You consent to 21st Century Education being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 4.4 You agree that personal credit information provided may be used and retained by 21st Century Education for the following purposes and for other purposes as shall be agreed between you and 21st Century Education or required by law from time to time:
 - (a) provision of products; and/or
 - (b) marketing of Goods by the Seller, its agents or distributors in relation to the Goods; and/or
 - (c) analysing, verifying and/or checking your credit, payment and/or status in relation to provision of products; and/or
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and/or
 - (e) enabling the daily operation of your account and/or the collection of amounts outstanding in your account in relation to the products.
- 4.5 21st Century Education may give information about you to a credit reporting agency for the following purposes:
 - (a) to obtain a consumer credit report about you; and/or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about you.
- 4.6 The personal information on this form is being collected by or on behalf of 21st Century Education Holdings Pty Ltd (ABN 70 129 551 917) (21st Century Education) to register you in our program and to facilitate the conduct of that program. If you don't provide us with your name and contact details, you will not be able to participate in

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the program. We may also use your personal information to inform you about related products and services offered by 21st Century Education. If you have marked the boxes on this form to indicate your interest in areas which may be covered in new materials available from 21st Century Education, we may also use your details to inform you about those new materials.

- 4.7 Your personal information may be disclosed to our contractors and agents (such as conference organisers and information technology providers) and may be transferred overseas for these purposes. We would also like to provide your personal information to our related bodies corporate, affiliates, licensors and licensees, so that they can send you information about their own investment, marketing and success information products and services (including special offers). If you do not want us to do so, please tick the box at the end of this privacy statement.
- 4.8 By signing this form, you acknowledge that the program may be recorded by 21st Century Education using various media and that 21st Century Education may sell or give away videos, audio cassettes, photographs and transcripts of the workshop, and use them in its marketing, publicity and advertising programs (both in Australia and overseas). If you would like to access the personal information that 21st Century Education holds about you, please contact us. We will generally provide you with access to your personal information (although a fee may be imposed). If you provide information about other individuals on this Registration Form (e.g. referrals), please let those individuals know that you have done so.
- I do not wish to receive information about investment, marketing and success information products and services from your related bodies corporate, affiliates, licensors or licensees

5. GENERAL ADVICE WARNING

Attendees should not act on the basis of any information provided at the seminars or in the slide presentations and should seek advice for their specific circumstances.

The contents of any products have been prepared without taking account of your objectives, financial situation or needs. Because of that you should, before taking any action to acquire any of the educational products mentioned, consider whether the product is appropriate having regard to your own objectives, financial situation and needs. You should obtain your own independent advice relating to the relevant financial product mentioned in this product (which contains full details of the terms and conditions of the relevant educational product) and consider it before making any decision about whether to acquire the educational product.

6. Disclaimer

- 6.1 This material is made available on the understanding that 21st Century Education is not engaged in providing any financial advice.
- 6.2 Information on this product is maintained by the people and organisations it relates to. Before relying on the material, users should independently verify its accuracy, currency, completeness and relevance for their purposes, and should obtain any appropriate professional advice.
- 6.3 The material may include views or recommendations of third parties, which do not necessarily reflect the views of 21st Century Education, or indicate its commitment to a particular course of action.
- 6.4 Links to other websites/products are inserted for convenience and do not constitute endorsement of material at those sites, or any associated organisation, product or service.
- 6.5 The listing of a person or company in any part of this product in no way implies any form of endorsement by 21st Century Education of the products or services provided by that person or company.
- 6.6 To the extent permitted by law, 21st Century Education and its respective directors, officers, employees, contractors and agents disclaim all responsibility to you for any loss, liability, claim, expense (including but not limited to legal costs and defence or settlement costs) or damage whatsoever, whether consequential, special, incidental or indirect (including but not limited to loss of profits, trading losses and damages that result from delay, loss or inconvenience)

arising out of or in connection with the Content on the product and/or any omissions from the Content whether in contract, tort (including negligence), statute or otherwise and even if 21st Century Education has been advised of the possibility of such damage or loss.

7. Liability

- 7.1 Nothing contained in this agreement excludes, restricts or modifies any rights you have under the Trade Practices Act and Fair Trading Laws which cannot be lawfully excluded or limited. For example, your rights include an assurance from us that any services provided are provided with due care and skill and that any materials supplied in connection with those services are reasonably fit for their purpose and that any goods supplied are of merchantable quality. Other than as referred to above or expressly stated in this agreement, 21st Century Education does not make any promises or warranties, whether express or implied, about the services or any of our products.
- 7.2 Subject to clause 7.1 above, in the event that 21st Century Education and its respective directors, officers, employees, contractors and agents is liable to any seminar attendee or his/her employer then 21st Century Education and its respective directors, officers, employees, contractors and agent's total liability whatsoever (including in negligence) is limited to a maximum amount of \$200 in respect of each such attendee, Member and purchaser.

8. Intellectual Property

You acknowledge and agree that materials provided to you contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by 21st Century Education, you agree not to copy, modify, rent, lease, loan, sell, distribute or create derivative works based on the materials, in whole or in part.

9. Legally Binding

This is a legally binding contract. By signing, you acknowledge that you have read, accepted and agreed to be bound by these terms and conditions.

10. Variation of terms

21st Century Education reserves the right to change these terms of use from time to time.

11. Severability.

If any provision of these terms and conditions shall be ruled unenforceable, then the remainder shall be enforced to the extent permissible.

12. Entire Agreement.

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof.

13. Governing law

The agreement shall be governed and construed in all respects in accordance with the laws of Victoria.

14. Additional

All speaker workshops are subject to change - Please check speaker website closer to event date.

In the event the participant needs to cancel and or change dates of their attendance to an event or workshop - An additional fee will be applicable.

Fees, terms and conditions may vary from speaker to speaker - Please refer to product terms and conditions from speaker.

In the event the speaker has not been notified, that participant will not be attending 14 days prior to the workshop/event- the participant acknowledges they may forfeit their ticket to attend that workshop/event.