

TERMS AND CONDITIONS

21st Century Ultimate Forex

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.

TERMS AND CONDITIONS

1. Definitions

1.1 In these terms and conditions:-

- "Coaching" means 3 one-to-one, 30 minute coaching sessions with a 21st Century Forex coach
- "Events" means Ultimate Forex™,
- "Intellectual Property Rights" means patents, trademarks, copyrights, database rights, design rights, applications for registration of any of the foregoing and all rights of like nature arising or subsisting whether registered or unregistered;
- "21st Century Forex", "we" or "us" means 21st Century Education Holdings Pty Ltd (Australian Company No. 129551917) (21st Century Education) and "our" has a corresponding meaning. 21st Century Education Holdings Pty Ltd (ABN 70129551917) is a corporate authorised representative (ASIC No: 396633) of CLEARING AND SETTLEMENT SERVICES LTD (AFSL 238796).
- "21st Century Education Associates" shall mean all of: 21st Century Forex, Greg Secker and their respective agents, officers, employees, speakers and sponsors;
- "Materials" means any materials created or distributed by 21st Century Forex in connection with the Event;
- "Recordings" include still images, video and audio recordings;
- "Start Day" means the day you are scheduled to attend Ultimate Forex™;
- "Student" or "you" means the person whose details are set out on the attached order form;
- "Ultimate Forex™" means our two-day currency market training seminar;
- "Tuition Fees" means the fees for the Event as set out on the attached order form

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

2. Price and Payment

- 2.1** You are scheduled to attend the Event on the course date on the reverse of this agreement. You have 6 weeks from the date you complete Ultimate Forex™ to book and complete your Coaching. You will not be entitled to any refund of your Tuition Fees if you fail to book and/or complete Ultimate Forex™ or your Coaching within these periods.
- 2.2** If we do not receive the Tuition Fees in full at least 24 hours prior to your Start Day we reserve the right to refuse you entry.
- 2.3** You must pay the total Tuition Fees on the date of signing this agreement. We accept payment by credit or debit card. You hereby authorise us to debit the total cost of your Tuition Fees at the time of booking from any credit or debit card detailed on your booking form.
- 2.4** Interest on overdue Tuition Fees shall accrue from the date payment becomes due from day to day until the date of payment at a rate of 4% above NAB Bank Ltd base rate.

3. Dates and venues

- 3.1** We reserve the right to alter dates, times and venues or our Event if it is necessary to do so for reasons beyond our reasonable control. We further reserve the right to alter the structure and content of the Event in our discretion without liability to you provided that the changes do not fundamentally alter the nature of the Event.
- 3.2** We reserve the right at our discretion to exclude any Student from any Event or any part thereof in our absolute discretion. Refunds of or credits for Tuition Fees in such circumstances will not be provided where a student has been excluded for any reasonable cause or reason.

4. Confidentiality

- 4.1** You agree to keep all information about 21st Century Forex's business, information learnt and all Materials ("Confidential Information") strictly confidential and will not disclose to third parties, use or copy Confidential Information save as agreed in writing with us in advance.
- 4.2** This clause 4 shall not apply in relation to information that (save by breach of any duty of confidence) is in the public domain or is required to be disclosed by order of a court.

5. Intellectual Property

- 5.1** 21st Century Forex shall have sole title and ownership of all Intellectual Property Rights in:- (i) the Materials; (ii) Recordings; and (iii) created in the course of or in connection with the provision by or on behalf of 21st Century Forex of any services.

6. Liability

- 6.1** Subject to clause 6.4, 21st Century Forex Associates shall have no liability if they are prevented from or delayed in performing their obligations by acts, events or omissions beyond their control including without limitation strikes, failure of transport network, national emergency, war, terrorism, act of god, civil commotion, malicious damage, compliance with any law or regulation, fire, flood, storm or default of contractors. If 21st Century Forex is prevented from performing its obligations under this agreement for a period of 90 days or more 21st Century Forex shall on request refund any Tuition Fees paid.
- 6.2** Subject to clause 6.4,:-
- (a) 21st Century Forex Associates shall not be liable for any consequential or resulting loss or damage - including direct loss or damage and damage which could reasonably be foreseen, - arising from any negligence or any failure to perform any contractual or other obligation, on the part of any entity or entities comprising 21st Century Forex Associates howsoever in connection with this Agreement or any service or product to be provided pursuant to this Agreement or any act, matter or thing contemplated by this Agreement.

21st Century Forex Associates shall not be liable for any indirect loss or damage which could not be reasonably foreseen to be the result of negligence or breach of these terms by 21st Century Forex Associates including by way of example any business loss or damage such as loss of profits or anticipated savings.

- 6.3** Subject to clause 6.4 the total liability if any of 21st Century Forex Associates in contract, tort including without limitation negligence, misrepresentation or otherwise arising in connection with this agreement shall be limited to Tuition Fees paid.
- 6.4** We warrant that our services will be provided with reasonable care. We do not make any other promises or warranties about our services.
- 6.5** Certain laws do not allow limitations on warranties or exclusion/ limitation of certain damages. If these laws apply to you, some or all of the above may not apply. Your statutory rights as a consumer are unaffected.

7. Warranties and Acknowledgements

Any and all advertising material and all prior representations are hereby superseded by this Agreement except for any terms agreed in writing between you and us. This agreement contains the entire understanding between you and us, and may not be modified unless in writing and signed by you and a director of 21st Century Forex. Save in the event of any fraudulent representation, we shall not be liable for any warranties or representations unless they are set out in this Agreement.

TERMS AND CONDITIONS

21st Century Ultimate Forex

7.1 You hereby agree and acknowledge that:

- 7.1.1 None of 21st Century Forex Associates are brokers or investment advisers. Any decision to invest in any financial or investment product is made by you. You hold 21st Century Forex Associates harmless of your activities. 21st Century Forex Associates have not promised or represented to you that you will earn a profit. Investing in the currency market is risky and the value of investments may go down as well as up. Many people lose money on the currency market. The options market is extremely risky.
- 7.1.2 Any investments cited ("Investment Examples") are given for educational and illustrative purposes only, not by way of recommendation nor as an example of normal or typical performance. Although Investment Examples may have once been profitable, past returns are no indication of current or future performance. Price information pertaining to the Investment Examples is subject to market changes.
- 7.1.3 The Event is for educational purposes only. You must use a regulated financial adviser or stockbroker should you wish to make investments. 21st Century Forex Associates do not recommend any specific investments. Information or advice provided in the course of the Event or in connection with the event does not take account of the objectives, financial situation or needs of any Student or attendee.

8. Release for Recordings

- 8.1 During the Events, Recordings may be made by 21st Century Forex or their nominees. You may be included in the Recordings. You will not be given any payment for their use.
- 8.2 You shall have no claim, right or interest in respect of any of the Recordings which 21st Century Forex may use in whole or in part, individually or in conjunction with other materials, in any medium and for any purpose whatsoever, including but not limited to use in promotional materials.
- 8.3 Nothing herein will constitute any obligation on behalf of 21st Century Forex to make any use of the Recordings. 21st Century Forex shall not be liable for any loss of opportunity to enhance your reputation.
- 8.4 You may not make any Recordings during the Event without our prior written permission.

9. Enrolment Policy

- 9.1 If we receive your Cancellation Notice strictly within five (5) calendar days after the date of signing this agreement by you, you will receive a full refund of tuition fees paid. You will need to phone 1800 999 270 or email: enquiries@21stca.com.au, or write to us at Level 9, 222 Kingsway South Melbourne 3205 VIC ("a Cancellation Notice" and :-
- i) You understand that we have the right to retain a \$95.00 administration and cancellation fee.

10. Miscellaneous

- 10.1 This agreement is governed by the Law of Victoria and the parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria.
- 10.2 This agreement may not be assigned or sub-licensed by you without the written approval of 21st Century Forex. Your place at Ultimate Forex™ is personal to you and may not be transferred without our prior written consent.
- 10.3 No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach shall be a waiver of any subsequent breach.
- 10.4 Save as may be expressly provided in this Agreement, any cancellation or termination of this Agreement shall be without prejudice to any rights which have accrued prior to such date.
- 10.5 The rights and obligations contained in clauses 4,5,6,7 and 8 shall survive any termination or cancellation.
- 10.6 Time is of the essence of this Agreement.

21st Century Forex

Post: Level 9, 222 Kingsway South Melbourne 3205 VIC

Telephone: 1800 999 270

Facsimile: +613 8456 5973

Email: enquiries@21stca.com.au

Website: www.21stCenturyForex.com.au

Disclaimer

Our Seminars are educational. We provide general advice, not advice on particular trades. Information or advice provided in the course of the Event or in connection with the event does not take account of the objectives, financial situation or needs of any Student or attendee. Foreign exchange trading is not suitable for all investors. You can lose more than you invested by trading foreign exchange products because of leverage. You must understand the risks involved and consider the appropriateness of trading in foreign exchange products having regard to your own particular objectives, financial situation or needs. 21st Century Education Holdings Pty Ltd is a corporate authorised representative (ASIC No: 396633) of CLEARING AND SETTLEMENT SERVICES LTD (AFSL 238796).