

TERMS AND CONDITIONS FOR EVENTS

These terms and conditions apply to the service provided by Ultimate Achiever Corporation Pty Ltd (ACN 155 671 515) trading as "The Mojo Master" and "Ultimate Achiever" (the "**Service Provider**") for any and all events, courses, programs and retreats (the "**Service**") to the individual (the "**Customer**") at a nominated location (the "**Venue**"). The Service Provider shall provide the Customer with an Order Form, the Ezidebit DDR Service Agreement/Yellow Brick Road finance documentation (where applicable) and these Terms and Conditions (the "**Agreement**") which the Customer must comply with and that outline the terms of the provision of the Service. The programs used in the provision of the Service, any brand names, logos, data, text, photographs, images, graphics, mottos and slogans, tutorials (free or paid for), software, interfaces, DVDs, pamphlets and any other materials are considered to be the "**Intellectual Property**" of the Service Provider.

1. AGREEMENT

- 1.1. An agreement is made between the Service Provider or its authorised agent and the Customer for the provision of the Service as specified in the Order Form when the Customer signs acceptance of the Order Form.
- 1.2. The Agreement comprises of the Order Form, the Ezidebit DDR Service Agreement and these Terms and Conditions and any additional items as specified in writing.

2. PRICE

- 2.1. The cost payable by the Customer to the Service Provider for the Service is the total cost of services as specified in the Order Form.
- 2.2. The total cost listed on the Order Form is valid for a period of thirty (30) days from the date of the Order Form and if the Customer does not make a payment (part or in full) or sign the Order Form and Terms and Conditions are return them to the Service Provider within (30) days then the total cost on the Order Form will no longer be valid.

3. DEPOSIT AND PAYMENT

- 3.1. A minimum deposit amount of the total cost payable by the Customer, as outlined in the Order Form, is payable by the Customer to the Service Provider within the timeframe outlined in the Order Form, and where no date is outlined on the Order Form then within seven (7) days of confirmation of the Order Form signed by the Customer. This deposit is non-refundable unless otherwise specified in these Terms and Conditions.
- 3.2. The total cost payable is to be paid by the Customer within the period specified in the Order Form.
- 3.3. If fifty per cent (50%) of the total cost payable is not received one (1) clear month before the date of the Service then the Service Provider can refuse to provide the Service to the Customer until payment of fifty per cent (50%) of the total cost payable is received from the Customer.

4. DEFAULT IN PAYMENT

- 4.1. If the Customer fails to make payments for the Service when payment falls due, then the Service Provider may, without prejudice to any other right or remedy of the Service Provider:
 - 4.1.1. Charge the Customer a failed payment fee of \$30.00 for each time a payment is scheduled to be deducted under a payment plan that fails, resulting in a scheduled payment plan fee not being received by the Service Provider on the date it was due to be received. This failed payment fee is an administration fee. Payments received from the Customer will firstly be credited against any administration fees and all such fees shall be payable by the Customer on demand from the Service Provider;
 - 4.1.2. Charge the Customer interest at a rate of 2% per month on a cumulative basis calculated on a day to day basis on any monies owed to the Service Provider. The parties agree that such amounts are

not a penalty but a true measure of the damages incurred by the Service Provider; and

- 4.1.3. Require the Customers to pay the Service Provider for any costs, expenses or losses incurred by the Service Provider as a result of the Customer's failure to pay the Service Provider including but not limited to debt collection and legal costs incurred in enforcing payment on a solicitor client basis.

5. SCHEDULED PAYMENTS

5.1. EZIDEBIT:

- 5.1.1. All payment plans for the total cost of the Services as specified in the Order Form must be undertaken through Ezidebit.
- 5.1.2. The Customer acknowledges that payments are debited by Ezidebit DDR and not the Service Provider and the Customer must comply with all terms and conditions of Ezidebit DDR.

5.2. YELLOW BRICK ROAD PTY LTD:

- 5.2.1. Payment of the total cost may be arranged through a third party finance provider.
- 5.2.2. A Customer may enter into a finance arrangement with Yellow Brick Road Pty Ltd and must sign all documentation requested by Yellow Brick Road Pty Ltd in relation to the finance arrangement.
- 5.2.3. The Customer acknowledges that the finance arrangement is with Yellow Brick Road Pty Ltd and not the Service Provider and the Customer must comply with all terms and conditions of Yellow Brick Road Pty Ltd and it is at Yellow Brick Road Pty Ltd's discretion as to whether the requested finance is provided to the Customer or not. In circumstances where such finance is applied for and granted to the Customer, if the finance amount is paid by Yellow Brick Road Pty Ltd to the Customer the Customer hereby agrees to immediately forward the full amount of the payment made to them under the finance arrangement to the Service Provider on account of the cost of the Services to be provided to the Customer by the Service Provider under the Order Form.

6. VARIATIONS

- 6.1. The Service Provider will be entitled to vary any Order Form provided to the Customer if the Customer provides incomplete or inaccurate information. The Customer must provide to the Service Provider any information reasonably requested by the Service Provider in a timely manner. Failure to provide such information will allow the Service Provider to cancel the Services under clause 7 of these Terms and Conditions.

7. CANCELLATION OF SERVICES

7.1. The Service Provider:

- 7.1.1. May, in its absolute discretion, cancel its obligation to provide the Services by giving either verbal or

written notice to the Customer at any time before the deposit is paid by the Customer pursuant to clause 3.1 or at any other time for a breach of this Agreement and the deposit and any other monies paid by the Customer to the Service Provider up to the time of the cancellation will not be refundable to the Customer;

7.1.2. Shall not be liable to the Customer for any loss or damage which may arise from any cancellation by the Service Provider.

7.2. The Customer:

7.2.1. Acknowledges and agrees that there are no refunds or cancellations after the Order Form is accepted and or a deposit paid. Where the Customer cancels the Order Form after the Order Form is accepted or the deposit is paid, the Customer forfeits their deposit and the Customer must reimburse the Service Provider for all costs outlined on the Order Form and any and all additional costs, expenses and losses incurred by the Service Provider as a result of the cancellation; and

7.2.2. Will make payment for such cancellation costs incurred under clause 7.2.1 herein within seven (7) days from receipt of an invoice from the Service Provider outlining such costs, expenses and losses and outstanding fees under the Order Form.

8. TRANSFER ENTITLEMENT OF SERVICE TO A NOMINATED THIRD PARTY

8.1. The Customer may make a request, in writing to the Service Provider, to transfer the Service for the Customer to another date and/or location if available and as may be agreed to by the Service Provider. The Customer must provide the Service Provider with the written request at least sixty (60) days prior to the date on which the Service is to be provided on the Order Form. Approval for the Customer to transfer the event, course, program or retreat on the Order Form is at the Service Providers sole and absolute discretion. If a transfer is not approved the Customer acknowledges that it is still liable to pay the Service Provider all amounts outlined on the Order Form in keeping with clause 7.2 above. If this transfer occurs less than sixty (60) days prior to the date on which the Service is to be provided then the Customer will be required to pay an additional 10% of the total cost payable as listed on the Order Form plus a \$150.00 administration fee. These additional amounts are payable by the Customer to the Service Provider within seven (7) days of the Service Provider approving the transfer of Service to another date/location. If the additional amounts are not paid within this timeframe the transfer to another date/location will automatically be revoked.

8.2. The Customer may make a request, in writing to the Service Provider, to transfer the Service to a nominated third party. A condition of any transfer is that prior to the transfer being requested that the total cost of the Service outlined on the Order Form has been paid to the Service Provider by the Customer in full.

8.3. The Service Provider may, in its sole and absolute discretion, transfer the Service to the nominated third party.

8.4. If the Service Provider agrees to the transfer of the Service to a nominated third party then if the request is made more than sixty (60) days prior to the date on which the Service is to be provided then the transfer of the Service to that nominated third party will be free of charge. If this transfer occurs less than sixty (60) days prior to the date on which the Service is to be provided then the Customer will be required to pay an additional 10% of the total cost payable as listed on the Order Form plus a \$150.00 administration

fee. These additional amounts are payable by the Customer to the Service Provider within seven (7) days of the Service Provider approving the transfer of Service to a nominated third party. If the additional amounts are not paid within this timeframe the transfer to the third party will automatically be revoked.

8.5. Even though the Service will transfer to the nominated third party, the Customer will still be required to comply with these Terms and Conditions.

8.6. The transfer to the nominated third party is conditional upon them signing a copy of these Terms and Conditions and any other documents that the Service Provider may reasonably require them to sign. If the nominated third party does not sign these Terms and Conditions and any other required documents the transfer will not be authorized by the Service Provider.

9. EXTENSION OF TIME

9.1. The Service Provider shall be entitled to an extension of to provide the Service if the provision of the Service is delayed through no fault of its own.

10. SERVICE PROVIDER LIABILITY

10.1. The Service Provider shall not be liable for any damage to Services or the Venue caused by the Customer or third parties and shall not be required to indemnify any party for any damage caused by others. The Customer hereby indemnifies the Service Provider for any and all loss and damage caused by it/them to any third party or the Venue.

10.2. The Service Provider will not be liable for any delays caused by others.

10.3. Subject to the Australian Consumer Law, the Service Provider will not be liable for any consequential or indirect losses.

11. INSTRUCTIONS AND COMMUNICATIONS

11.1. The Service Provider shall only receive instructions from the Customer who has signed this Agreement. If the Customer authorises any other agent to give the Service Provider instructions in lieu of or in addition to the person signing this Agreement, then the Customer must inform the Service Provider of that persons details in writing.

11.2. The Service Provider shall not be liable in any way for any losses incurred by the Customer in accepting instructions from the persons contemplated by this clause.

11.3. The Service Provider may elect to communicate by electronic mail or such other form as is convenient, and does not warrant that any such communication will be free from defect, virus or shall otherwise be secure. The Customer hereby acknowledges and agrees to accept such communications and releases the Service Provider from all liability in respect of any losses that may be incurred by the Customer from such communications.

12. PRIVACY

12.1. The Service Provider will collect and deal with the Customers personal information (including name, address, telephone contact, or personal details) only in accordance with the *Privacy Act 1988* (Cth).

12.2. The Customer agrees that the Service Provider may disclose personal information to its related companies and to organisations which provide services to or which assist the Service Provider in providing services to its customers.

13. GOVERNING LAW

13.1. This Agreement is governed by the laws of South Australia and the parties submit to the exclusive jurisdiction of the courts of South Australia.

14. FORCE MAJEURE

14.1. The Service Provider shall not be held liable for failure to comply with this Agreement to the extent that the Service Providers performance is prevented or delayed because of circumstances outside of the Service Providers control.

- 14.2. This includes but is not limited to unforeseen events such as strikes, natural disasters, adverse non foreseeable weather conditions, or action of government or port authority or any act of God.
- 15. DISPUTE RESOLUTION**
- 15.1. Any disputes or non-payment issues between parties arising from this Agreement must be attempted to be settled between the parties by an authorized representative with authority from each party having a teleconference within fourteen (14) days of notification of a dispute in writing to the other party. Such a teleconference is to take place at on a date and at a time specified by the Service Provider.
- 15.2. If the dispute cannot be settled through the teleconference, then either party is at liberty to commence legal proceedings.
- 15.3. During this period in which the dispute is being resolved, the parties must continue to perform all of the provisions of the Agreement which are not under dispute.
- 16. INTELLECTUAL PROPERTY**
- 16.1. The Customer acknowledges that the Intellectual Property of the Service Provider that is used in the provision of the Services and in materials provided by the Service Provider is the absolute property of the Service Provider and are at all times owned, controlled by or licensed to the Service Provider and is protected by copyright, trademarks and intellectual property laws in Australia.
- 17. GST AND OTHER TAXES**
- 17.1. The Customer must pay to the Service Provider Goods and Service Tax on any Product or Services as is required by the Australian Taxation Office as well as any other taxes, duties, fees and levies for any Product or Services that may be applicable.
- 17.2. The amount the Customer owes the Service Provider will be stated in the Service Providers Quotation and subsequent Invoice to the Customer.
- 18. LIMITATION OF LIABILITY**
- 18.1. The Agreement does not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which cannot be excluded, restricted or modified.
- 18.2. To the extent permitted by law, all terms, conditions, warranties and representations, expressed or implied by statute or otherwise, are hereby expressly excluded.
- 18.3. To the extent permitted by law, the Service Provider shall not be liable to the Customer for any injury, harm, loss, damage, cost, expense or other claim including economic loss or loss of profits however arising from the supply of the product or Service or arising from any breach, default or negligence of the Service Provider in connection with the supply of the product or provision of the Service.
- 18.4. If the Customer is entitled to the benefit of any implied terms which cannot be excluded, the Supplier's liability shall be limited, at its options, in the case of the supply of product and provision of the Service to:
- 18.4.1. The replacement or supply of an equivalent or similar product or Service;
- 18.4.2. The payment of the costs of replacing the product or acquiring relevant product, or redoing the Service;
- 18.4.3. The payment of the costs of having any product repaired; and
- 18.4.4. The repair of any product.
- 19. SEVERANCE**
- 19.1. If any provision of this Agreement does not comply with any law, then the provision must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be treated as severable from the rest of the Agreement.



ACN 096 902 813 | AFSL 315388

DDR SERVICE AGREEMENT (Ver 1.6)

DDR Service Agreement (Ver 1.6)

I/We hereby authorise Ezidebit Pty Ltd ACN 096 902 813 (**Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198**) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the attached Direct Debit Request (herein referred to as "the Business").

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services (other than the direct debit collection services to me/us for the Business pursuant to the Direct Debit Request and this DDR Service Agreement) and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and I/we will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing the debit if:-

1. there is a public or bank holiday on the day of the debit, or any day after the debit date;
2. a payment request is received by Ezidebit on a day that is not a banking business day in Queensland;
3. a payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise Ezidebit to vary the amount of the payments from time to time as may be agreed by me/us and the Business as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon receiving instructions from the Business of the agreed variations. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary any of the terms and conditions of the Direct Debit Request or this DDR Service Agreement including varying any of the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable by me/us to Ezidebit. I/We will also be responsible for any fees and charges applied by my/our financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that certain fees and charges (including setup, variation, SMS or processing fees) may apply to the Direct Debit Request and may be payable to Ezidebit and subject to my/our agreement with the Business agree to pay those fees and charges to Ezidebit.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting only as a Direct Debit Agent for the Business. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

I/We acknowledge that Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee, whichever is greater as detailed on the Direct Debit Request.

I/We appoint Ezidebit as my/our exclusive agent with regard to the control, management and protection of my/our personal information (relating to the Business and contained in this DDR Service Agreement). I/We irrevocably authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, my/our personal information, including (but not limited to) correcting account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to my/our personal information to third parties in accordance with the Ezidebit Privacy Policy.

Other than as provided in this Agreement or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, to be referred to a debt collection agency for the purposes of debt collection, or as otherwise required or permitted by law. Further information relating to Ezidebit's Privacy Policy can be found at <http://www.ezidebit.com.au/privacy-policy/>.

I/We hereby irrevocably authorise, direct and instruct any third party who holds/stores my/our personal information (relating to the Business and contained in this DDR Service Agreement) to release and provide such information to Ezidebit on my/our written request.

I/We authorise:

- a. Ezidebit to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and
- b. my/our financial institution to release information allowing Ezidebit to verify my/our account details.