

# Website and Courses Terms & Conditions

These Terms and Conditions (“**Terms**”) govern your use of our Website located at <https://masteringthemarkets.com> (including its subdomains and content therein) (“**Website**”), our educational courses (“**Course(s)**”), and form a binding contractual agreement between you, the user of the Website and Courses, and us Mastering the Markets Pty Ltd ACN 671 639 704 (“**we**”, “**us**”, “**our**”, “**Mastering the Markets**”).

The Terms should be read in conjunction with our Privacy Policy, which can be accessed here: <https://masteringthemarkets.com/privacy-policy-2/>. We recommend that you read all of these Terms carefully and print a copy for your records.

We reserve the right, at our absolute discretion, to update, revise (including by deletion), supplement, or otherwise modify these Terms at any time without notice to you and with immediate effect upon being posted to our Website. Continued use of our Website and/or Courses after changes to the Terms indicates your acceptance of the revised Terms.

## 1. Licence to use Site

1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Website and Courses in accordance with these Terms.

1.2 You acknowledge and agree that:

- (a) we retain complete editorial control over the Website and Courses and may update, revise (including by deletion), supplement, or otherwise modify these Terms at any time without notice to you;
- (b) your continued use of the Website and Courses will constitute your acknowledgement and agreement to be bound by the updated Terms;
- (c) we may at our discretion cease operation of the Website at any time without notice to you; and
- (d) the Website will not operate on a continuous basis and may be unavailable from time to time (including for maintenance purposes).

## 2. Terms of Use

2.1 The use of our Website and Courses are governed by these Terms. By using our Website and Courses, you hereby agree to these Terms and that you will fully comply with them. Do not use our Website and Courses if you do not agree with all of these Terms.

2.2 When you visit our Website or correspond with us electronically (e.g., by email, social media channels or through our online community spaces), you acknowledge that this will satisfy any requirement that any notices be provided to you in writing. You agree and consent to us corresponding with you electronically.

2.3 By using our Website and Courses, you agree and acknowledge to us that:

- (a) you will not use, or cause to be used, our Website and/or Courses for a reason that is prohibited at law, in a way that is in breach of these Terms or our Privacy Policy, or in a way that that infringes upon the rights of others or restricts or inhibits their use and enjoyment of the Website and/or Courses.
- (b) you will pay all charges, fees, and other sums whatsoever that are connected to your use of our Website and Courses;

- (c) the information you have provided about yourself or another third party whom you represent is, to the best of your knowledge, true, accurate and up to date; and
  - (d) you will not use our Website to transmit or host viruses, bugs, trojans, worms, logical bombs or other similar material that is technologically harmful.
- 2.4 Community Spaces: All users are expected to engage in a respectful, friendly, and constructive manner with other users in the community spaces accessed from our Website. Any form of harassment, hate speech, spamming, or disruptive behaviour is strictly prohibited. Should you be in breach of this clause 2.4, we reserve the right to terminate your access to the Website and Courses pursuant to clause 13.3.

### **3. Linked Websites**

- 3.1 Our Website may contain links to other websites. Those links are provided for convenience only and may not remain current or be maintained.
- 3.2 We are not responsible for the content or privacy practices associated with linked websites.
- 3.3 Our links to linked websites should not be construed as an endorsement, approval, or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

### **4. Links to our Website**

- 4.1 You must not link to our Website and/or Courses or copy any content or information in any way whatsoever or for any purpose without our express consent.
- 4.2 You may not link our Website in such way that suggests an affiliation, endorsement, approval, or association as between us and you.

### **5. Accessing our Website**

- 5.1 We do not guarantee that our Website and Courses, their content or otherwise, will be always accessible. While we will endeavour to ensure that your access to our Website and Courses and their content is uninterrupted, we reserve our right to withdraw, suspend, discontinue, remove, or otherwise change our Website and/or our Courses and/or their content without notice to you.
- 5.2 We expressly exclude any liability for your failure to access our Website and/or Courses at your preferred moment, or for any changes or otherwise to our Website and/or Courses and/or their content.

### **6. Course Information**

#### Course Enrolment

- 6.1 You may register an account with us and enrol in our Courses by completing the customer registration process through our Website. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy.
- 6.2 You must be at least 18 years old to enrol in a Course. By enrolling in a Course, you acknowledge and warrant that you:
  - (a) are 18 years of age or older;
  - (b) will provide accurate, complete, and up to date personal information when registering for an account with us and will keep us informed of any changes to such personal information;

- (c) are solely responsible for the activity that occurs on any device through which you access and use our Website and Courses, your account with us, and ensuring that your sign-in credentials are kept secure; and
  - (d) will promptly inform us if you discover any authorised access to your account.
- 6.3 As part of the registration process or your continued use of the Website and access to the Courses, you may be required to provide personal information, including but not limited to:
- (a) full name;
  - (b) email address;
  - (c) company name (if applicable);
  - (d) mailing address; and
  - (e) telephone number.
- 6.4 We reserve the right to approve or reject any application for enrolment in our Courses at our sole discretion.
- 6.5 Enrolment in a Course is not complete until payment has been made in full (whether fully in advance or the relevant portion of a payment plan).
- 6.6 Enrolment in a Course includes complimentary access to the online community space, where students can chat with each other, post their findings, chat with educators, receive notices/reminders about their Course/cohort, etc. There may be additional costs to access other features of the online community space.
- 6.7 Once enrolled, access to Course materials will be provided via the student portal for the duration of the term in which you have enrolled.
- 6.8 Enrolled students can change, upgrade, defer, or cancel their Course prior to the Census Date.

#### Census Dates

- 6.9 The census date is the last date you can make the changes to your enrolled Course listed in clause 6.8 without financial penalty (“**Census Date(s)**”). Census Dates vary by Course and cohort. Your census date for your course is 14 days from the start date of your Course.

#### Course Changes, Cohort Changes, Deferral and Cancellation

- 6.10 Up to and including the Census Date, you can:
- (a) Change the Course you are enrolled in (subject to availability); or
  - (b) Change the cohort you are enrolled in (subject to availability); or
  - (c) Defer your Course to the same, next available Course; or
  - (d) Cancel your enrolment in the Course,
- without financial penalty or, in the case of a cancellation, receive a full refund of any Course fees you have already paid, less the Stripe fee, subscription fees and our administration fee (“**Processing Fee**”).
- 6.11 You remain liable for your Course fees in full for any Course or cohort changes, deferrals, or cancellations made after the Census Date (including payment in full of any payment plans when they fall due). This is because one of the limited places in your Course was reserved for you on enrolment.

- 6.12 All deferrals and changes to Courses or cohorts must be approved in writing by Mastering the Markets at our sole discretion.
- 6.13 In addition to any other action available to us under these Terms, we reserve the right to limit, suspend or terminate accounts of users in breach of these Terms or for any other lawful reason and we further reserve the right to cancel unconfirmed accounts.

#### Course Completion

- 6.14 The Courses are a live, scheduled program and are not designed for self-paced or independent learning. You are required to complete all relevant Course modules and assignments by the end of your last enrolled term when the final Masterclass concludes.

### **7. Pricing, Payment and Refunds**

- 7.1 All pricing is in Australian dollars and excludes Goods and Services Tax (“**GST**”).
- 7.2 While we strive to ensure that all prices displayed on the Website are accurate, there may be times where prices displayed on our Website are incorrect or have not been updated. We will endeavour to inform you if we identify a pricing error or an unforeseen price increase prior to any processing of payment or enrolment in a Course. In this instance, you may choose to:
- (a) confirm your enrolment at the correct price; or
  - (b) cancel your enrolment and receive a refund for any amounts you have already paid in respect of that Course (including any processing fees if it is our error).
- 7.3 We reserve the right to vary our fees and charges displayed on our Website at any time without notice to you.

#### Payment Methods

- 7.4 We accept payment via Stripe. Other payment methods may be accepted at our sole discretion. Please contact us if you wish to use another payment method.

#### Course Payment Options

- 7.5 All Course fees must be **paid in full** before the completion of the Course.

#### *One-off payments*

- 7.6 All Courses can be paid in full as a one-off payment at the time of enrolment

#### *Payment Plans*

- 7.7 We offer the following payment plans with an added administration fee (10% of the total Course fee):
- (a) Courses with fees of AUD \$5,000 including GST and below: The Course fee can be paid in two instalments. Half of the Course fee is due at enrolment, with the balance due four (4) weeks after the date of the first payment.
  - (b) Courses with fees above \$5,000 including GST: The Course fee can be paid in nine (9) payments. The first payment will be a quarter of the course fee, due in full at enrolment. The remaining balance will be divided into eight (8) equal monthly payments. Each subsequent payment will be charged monthly, provided the previous payment amount is paid prior to the next payment.
- 7.8 A payment notification will be sent to you one (1) week before any payment plan instalment is charged to your nominated payment method.

### Late Payments and Default

- 7.9 If your payment fails, Stripe will try to process it again one (1) day after the initial attempt. If the payment fails a second time, Stripe will make another attempt three (3) days after the first attempt. You may inform us in advance if you expect to default before the payment date by submitting a Support Ticket to [support@masteringthemarkets.com.au](mailto:support@masteringthemarkets.com.au).
- 7.10 If a payment plan payment defaults, your access to the Course will be suspended until the account is brought current. Our Accounts Team will contact you after four (4) business days of the default occurring during business hours to arrange catch-up payments to bring your account current. You may also submit a Support Ticket to [support@masteringthemarkets.com](mailto:support@masteringthemarkets.com) should you wish to contact our Accounts Team and bring your default to our attention prior to us contacting you.
- 7.11 If you are late or otherwise default on a payment plan payment, you must either catch up on your existing payment plan or a new payment plan must be arranged and agreed to by us in writing and at our sole discretion. If a new payment plan is accepted by us, then either full or partial payment must be received to reinstate your Course access.
- 7.12 If payment is not received within seven (7) days of arranging the catch-up payment as contemplated in clause 7.10, your access to the Website and/or Course(s) will be suspended until the arranged payment has been made unless alternative arrangements are agreed upon in writing. Otherwise, the process to recoup the outstanding debt will begin, see Access Suspension.

### Course Placement Reservations and Deposits

- 7.13 If a Course has no placements available, you can reserve your place in the next available Course by paying a holding deposit. The holding deposit is non-refundable, and the deposit amount is based on the Course selected.
- 7.14 Once you have been offered and accepted a reservation for a placement in your chosen Course, the holding deposit will be deducted from the full cost of the Course. If you are using a payment plan, the holding deposit will be deducted from the first payment.

### *Transfer of Course Reservations and Holding Deposits*

- 7.15 If you have accepted placement into a Course and can no longer attend, your placement and deposit is transferable to another person. The transferability is limited to the specific Course for which the original holding deposit was made. The transfer is allowed up until the start of the course and is conditional on the transferee agreeing to be bound by these Terms, including the obligation to payment the balance of any Course fees owing.

### Refund Policy

- 7.16 Refunds are available by the Census Date for your enrolled Course. Refund requests must be submitted in writing by the Census Date to be eligible. No refunds will be issued after the Census Date unless exceptional circumstances arise, subject to our absolute discretion. Refunds will be issued less the Processing Fee. The Processing Fee will be advised once you have submitted your Refund request.
- 7.17 Payment Plans: If on a payment plan and the Census Date has passed, no refunds will be issued and you are responsible for all remaining Course fee payments, including any fees charged, unless otherwise agreed to in writing.

### Final Sale Policy

7.18 All sales are final after the Census Date. We do not offer refunds, returns, or exchanges after the Census Date for any reason, including but not limited to dissatisfaction with the service, change of mind, or lack of trading success.

### Access Suspension

7.19 If you default on payment, your access to the Course will be suspended until a payment arrangement has been made and the first payment of the arrangement has been received. If an arrangement is made and the payment is not received within seven (7) days, your access will be suspended, and any outstanding balance of your Course fees will be forwarded to a debt collector.

### Payment Contact Information

7.20 For any questions or concerns regarding payments, please contact our Accounts Manager at [accounts@masteringthemarkets.com](mailto:accounts@masteringthemarkets.com).

## **8. Intellectual Property Rights**

8.1 The content found on this Website and in our Courses is protected by all applicable laws of Australia and other nations governed by international treaties. This includes but is not limited to copyright and trademark laws.

8.2 Unless explicitly stated otherwise, and excluding information directly from, or links to, third party Websites, all intellectual property rights in all content, materials and compilations within or utilised to create or support the Website – including (without limitation) information, brand features, digital designs, images, photographs, text, graphics, logos, button icons, video images, audio clips, Course materials, community space materials, navigational and other software, and any other content submitted by current or former students and users (“**Content**”) are owned or controlled by, and will remain and be invested in, Mastering the Markets, its related entities, affiliates, licensors and licensees, at all times.

8.3 You acknowledge and agree that you have no legal or equitable proprietary or other right, title, or interest in the Website, the Courses, and/or the Content and that nothing in these Terms constitutes a transfer, assignment, or grant of any intellectual property or ownership rights in such Content or the Website and/or Courses.

8.4 Should we become aware that you have breached this clause 8, we reserve the right to terminate your access to the Courses, ask you to immediately destroy or deliver up any of the Content, and you otherwise agree to indemnify us for any loss suffered as a result of your breach.

## **9. Collection of Personal Information and Privacy**

9.1 We collect personal information from you for the purposes described in our Privacy Policy.

9.2 We take your privacy seriously and will only use, disclose, or deal with your personal information in accordance with our Privacy Policy. By accessing and using our Website and Courses, you are agreeing to the Privacy Policy.

9.3 To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, see here: <https://masteringthemarkets.com/privacy-policy-2/>.

## **10. Australian Consumer Law Consumer Guarantees**

- 10.1 The Australian Consumer Law sets out statutory guarantees that apply to the supply of certain goods and services and cannot be excluded.
- 10.2 These Terms are deemed to include all consumer guarantees that you are entitled to as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

## **11. Disclaimer and Liability**

- 11.1 We are unable to guarantee that the use of the Website will be uninterrupted or error free and you agree that use of the Website is at your sole risk.
- 11.2 The information and content provided in our Courses are for educational purposes only. We do not provide financial advice, and any decisions you make based on Course content are your responsibility.
- 11.3 We do not warrant the accuracy of the information and advise you to seek professional advice on any of the content displayed on our Website and in the Courses. We will not be liable for any loss, however caused, based on your reliance of any information or content displayed on our Website or in the Courses.
- 11.4 Mastering the Markets does not guarantee financial success or any specific results from completing our Courses.
- 11.5 To the full extent permitted by law, we exclude all representations, warranties, or terms (whether express or implied) other than those expressly set out in these Terms.
- 11.6 To the full extent permitted by law, we will not be liable in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any loss or damages whatsoever, including (but not limited to) loss of use, data, or profits, arising out of or in connection with the use, copying, or display of any Content on our Website and/or Courses, or services supplied by us under these Terms.
- 11.7 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
  - (a) in the case of services:
    - (i) the supply of the services again; or
    - (ii) the payment of the cost of having the services supplied again.
- 11.8 In respect of any claims whatsoever, our maximum aggregate liability is limited to the amount paid by you in respect to the provision of the relevant services to which the liability relates.

## **12. Indemnity**

- 12.1 You agree to indemnify us and hold us harmless from any third-party claims and demands, including reasonable legal fees, for damages and costs arising from your breach of these Terms or your use of this Website and/or Courses.
- 12.2 Our rights at law, including the right to be indemnified under this clause<sup>12</sup>, are not affected by:
  - (a) the termination of these Terms for any reason; or
  - (b) any other fact, matter, or thing whatsoever.

### **13. Termination**

- 13.1 These Terms terminate automatically if, for any reason, we cease to operate the Website and/or Courses.
- 13.2 We may otherwise terminate these Terms, suspend your use of the Website and access to the Courses, and/or close your account with us at any time, without notice to you, if you violate any of these Terms or display or engage in inappropriate and unlawful behaviour, without any liability or further obligation to you or any other party.
- 13.3 Community spaces: Two warnings will be given for inappropriate behaviour in the community spaces. A third offence will result to your removal from the community spaces and termination of your access to the Courses. Severe misconduct (e.g., hate speech, threats) may result in immediate removal from the community spaces and termination of your access to the Courses without warning and at our sole discretion.
- 13.4 In the case of termination pursuant to clauses 13.2 or 13.3, no refund of Course fees will be provided, and any outstanding Course fees will immediately become payable in full.

### **14. General**

- 14.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 14.2 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 14.3 This Agreement is governed by the laws of Queensland, Australia and each party submits to the jurisdiction of the courts of Queensland, Australia.

### **15. Enquiries and Feedback**

- 15.1 We welcome your enquiries and value your feedback regarding our Website and/or Courses. Should you have any questions, concerns, or suggestions regarding same or these Terms, please contact us at [contact@masteringthemarkets.com](mailto:contact@masteringthemarkets.com).
- 15.2 We strive to address all enquiries promptly and appreciate any feedback that helps us improve our goods and services and user experience.
- 15.3 By submitting enquiries or feedback, you agree that we may use and disclose such information to respond to your enquiries or to enhance our Website and/or Courses, in accordance with our Privacy Policy.
- 15.4 We reserve the right to handle enquiries and feedback at our discretion, and we may not be able to respond to all submissions individually.