

Money Intelligence Academy Profit Master Program Terms of Engagement 2020

1. Purpose, Scope and Output of the Engagement

- 1.1** Money Intelligence Academy will provide educational, coaching, and mentoring services. This engagement includes educational, coaching and mentoring service over 12 months period from January 2020 – December 2020.
- 1.3** Educational/coaching/mentoring sessions as well as tasks and homework will be prepared for distribution to students enrolled in a course hosted by the Money Intelligence Academy Pty Ltd for the agreed purpose.
- 1.4** Persons enrolled must not record, share, copy or plagiarise course concepts and material including videos, activities/tasks/homework, and Teachable logins for the purpose of benefiting others who are not enrolled in any Money Intelligence Academy Pty Ltd course or for commercial purposes.

2. Period of Engagement

- 2.1** This engagement will start on the date the enrolled party signs. Course material and tasks are to be available indefinitely on Teachable for enrolled persons even after course graduation.
- 2.2** This engagement will be effective for the duration of specified course periods. For the purposes of the copyright and plagiarism of course materials terms, this agreement is effective indefinitely unless we issue an amended agreement.

3. Responsibilities

- 3.1** In conducting this engagement, information acquired by us in the course of the engagement, including any information relating to your affairs whether it belongs to you or not or is provided by you or not, is subject to strict confidentiality requirements. That information will not be disclosed by us to other parties except as required or allowed for by law, or with your express consent.

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- 3.2** You may disclose personal information about yourself, your employees, or your clients and others when you share stories and personal information about yourself with the course mentor and other enrolled students. You may also hear from other enrolled students or the course mentor about personal information about themselves, their employees, or their clients and others when they share their stories. If you disclose and/or learn personal information, you agree to ensure that you meet the obligations that we each may have under the Privacy Act 1988 (Cth) (as amended) (Privacy Act). Money Intelligence Academy Pty Ltd may use personal information for the purpose(s) of providing our educational, mentoring, and coaching services to you within course structures and settings only. Money Intelligence Academy will handle any personal information in accordance with the Privacy Act.
- 3.3** You are responsible for the reliability, accuracy and completeness of the accounting records and numerical values, and information provided for the purposes of course material and goal setting and the disclosure of all material and relevant information. Any advice given to you that is relevant to course material and in general throughout the course is based on our knowledge of your circumstances.

4. Code of Conduct/Group Etiquette/ General Matters/General Conditions of Use - Your Obligations and Restrictions

- 4.1** To ensure that all persons enrolled receive the maximum value from the Profit Master Program over the 12 months, it is imperative that you be mindful of others. You agree to minimise unnecessary interruptions and dominating behaviour during discussions on the group immersion days. You must ensure that your behaviour is not offensive to other enrolled persons both online and on the immersion days.
- 4.2** You acknowledge that our ability to deliver the Profit Master Program is dependent upon your full and timely cooperation, as well as the accuracy and completeness of any information you provide.
- 4.3** Attendance is imperative. There are 11 immersion days where group coaching will take place in person once a month and a one on one coaching call before start of monthly group coaching. The one on one coaching call will be done via Zoom. We will organize the one on one coaching call with you and send you the Zoom link. The immersion days will be held at the Money Intelligence Pty Ltd office: Suite 16, Level 4, 88 Pitt Street, Sydney NSW 2000. The sessions will begin at 10am sharp and conclude at approximately 4:30pm. There are no make-up sessions on offer. Enrolled persons must have the one on one coaching call before start of the monthly immersion days and attend at least 75% of immersion days to remain in the program (8 out of the 11 immersion days).
- 4.4** It is the responsibility of enrolled persons to keep up to date with homework and tasks. It is the responsibility of enrolled persons to keep up to date and watch the required course videos in each Module.

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5. Orders and Acceptance

- 5.1** We will notify you to confirm your registration in the course via email as soon as possible after receipt of your completed registration form and initial payment for the Profit Master Program as per payment terms and conditions.
- 5.2** The parties hereby agree that they may do business electronically, including contract formation, course bookings and acceptance. Any course booking placed by you and accepted by us will create fully enforceable obligations that will be subject to these T&Cs.
- 5.3** Upon paying a fee for registration of any Money Intelligence Academy Pty Ltd courses/programs, you hereby authorise us to charge your credit card/bank account in advance for all applicable fees incurred by you in relation to your chosen Money Intelligence Academy Pty Ltd course/program. You acknowledge that it is your responsibility to notify us of any changes to your payment details.
- 5.4** By entering into any transaction, you warrant and represent that all information you provide is true and correct (including without limitation your credit card/bank account number, card expiration date and address), that any transactions are authorised, and that you are the legal holder of any credit card or payment account used to enter into any transaction. By providing a method of payment pursuant to a transaction, you confirm that you are permitted to use that method of payment. You also authorise us to collect and store it, along with other information related to your transaction. You authorise us (and our designated payment processor) to charge the due amount to the payment source you designate for the transaction. If your payment results in an overdraft or other fee from your bank, you alone are responsible for that fee. You are responsible for and agree to reimburse us for all reversals, charge-backs, claims, fees, fines, penalties and other liability incurred by us (including costs and related expenses) that were caused by or arising out of payments that you authorised or accepted.

6. Warranty

- 6.1** We warrant that all Money Intelligence Academy Pty Ltd courses/programs will be provided in accordance with generally recognised commercial practices and standards.
- 6.2** You shall have sole responsibility for fulfilling any requirements or accomplishing any objectives for which you purchased any Money Intelligence Academy Pty Ltd courses/programs including online course material and content.

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- 6.3** In using the Money Intelligence Academy Pty Ltd courses and online content, you agree that you will not hold us or our officers, employees, contractors, advisors, agent licensees or suppliers liable for any damages or injury or loss, including any direct, special, incidental, consequential or punitive damages, or lost profits, that may result from the use of, or the inability to use or any aspect of the Money Intelligence Academy Pty Ltd courses or online content or otherwise relating to or arising out of the Money Intelligence Academy Pty Ltd courses or online content, whether in an action for breach of contract, negligence, personal injury or otherwise. We shall not be liable even if we, or an authorised representative, has been advised of the possibility of such damages. Our maximum aggregate liability to you for losses or damages that you suffer in connection with the products or services, or these terms of engagement, is limited to the amount paid, if any, by you to us in connection with your use of the Money Intelligence Academy Pty Ltd courses and online content in the 12 months prior to the action giving rise to liability.
- 6.4** In no event shall we and/or our suppliers be liable for an indirect, punitive, special, incidental or consequential damages whatsoever, including but not limited to, damages for loss of use, data, or profits (however arising, including negligence) even if Money Intelligence Academy Pty Ltd or any of its suppliers has been advised of the possibility of damages, arising out of or in connection with:
- a)** The use or inability to use the Money Intelligence Academy Pty Ltd courses or online content,
 - b)** The provision of or failure to provide services,
 - c)** For any information, products, services and related advice obtained through the Money Intelligence Academy Pty Ltd courses and online content or otherwise arising out of the use of the service,
 - d)** Any other matter relating to the service.
- 6.5** You agree to indemnify, defend and hold harmless Money Intelligence Academy Pty Ltd and its affiliates, and each of their officers, directors, employees, consultants, advisors, agents and representatives from any and all claims, liability, damages, and costs (including, but not limited to, attorneys' fees, costs and expenses) that result from, arise out of or are in any way connected with your use of the Money Intelligence Academy courses and online content, your breach of these T&C's, or your infringement of any Money Intelligence Academy IP or other right of Money Intelligence Academy or any third party. These T&C's will inure to the benefit of the parties and their successors, assigns, licensors and licensees.

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7. Cancellation

- 7.1** Unless otherwise specified or agreed in writing by us, all courses shall commence on the date specified by Money Intelligence Academy in the registration confirmation. We reserve the right to change or cancel training events up to 3 business days prior to the class start date.
- 7.2** We will use reasonable efforts to give notice of any cancellation of any course. If the course cannot be rescheduled, you may be entitled to any compensation, costs, losses or damages arising from such cancellation.
- 7.3** Cancellations of your enrolment in the Profit Master Program must be made within 30 days after the first immersion day or the full tuition will be charged. If cancellation of enrolment takes place within the one-month grace period after the first immersion day, Money Intelligence Academy will process a full refund of enrolment fees.
- 7.4** If attendance is not satisfactory, enrolled persons cannot continue to progress in Money Intelligence Academy courses/programs. We uphold the value of our success reputation and require course participants to achieve the maximum value out of the completion of Money Intelligence Academy courses. Enrolment fees will be divided equally among the monthly duration of the Profit Master Program or the weekly duration of the Master Your Money Course and where attendance was lacking on monthly or weekly immersion days or coaching calls, thereafter, will be refunded. The months and weeks where attendance is satisfactory, that portion of the enrollment fees will not be refundable.

8. Intellectual Property

- 8.1** All course materials provided for use are the copyrighted works of Money Intelligence Academy or the original content provider. Unless otherwise set forth, the course materials are provided for the sole use of the person attending classes and may not be used by any other person and may not be reproduced, distributed or modified without the written permission of Money Intelligence Academy. Money Intelligence Academy may present you with the Course Materials and other information, content and features, including but not limited to, charts and graphs, articles, statistics, data, product information, video and audio files and various procedural tools. The Money Intelligence Academy Courses and Online Content and Course Materials may also include third party materials and information made available to you by virtue of a license, grant or some other form of agreement. We are not responsible for inaccurate information provided through the Money Intelligence Academy Courses and Online Content, and we make no representation as to the quality, accuracy or completeness of the Course Materials and do not assume any liability for any loss that may result from the reliance by any person upon any Course Material provided on or through the Money Intelligence Academy Courses and Online Content.

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- 8.2** Except as otherwise set forth herein all Course Materials are owned by us and are protected by worldwide copyright laws and treaty provisions, unless otherwise indicated. You may make and use printouts of the Course Materials for your personal, non-commercial use only, provided that the printouts retain all copyright, trademark and other proprietary notices.

9. Fees/Payments

- 9.1** The fee arrangement is based on a person's current position relative to Money Intelligence Academy Pty Ltd. Profit Master Program course fees and packages are payable over a period of 10 months in equal monthly instalments that will be direct debited on an agreed upon recurring date of each month.
- 9.2** If an individual seeking enrolment into the Profit Master Program course is a current client of Money Intelligence Accounting Pty Ltd, the fee will be a discounted sum of \$6,600 including GST. If an individual seeking enrolment into the Profit Master Program is a repeating student of a previous version of this course, the fee will be a discounted sum of \$5,500 including GST. If an individual seeking enrolment into the Profit Master Program is not an existing Money Intelligence client nor a returning student, the fee will be \$7,700 including GST.
- 9.3** Upon Profit Master Program registration/webinar attendance/testimonials given, these fees may be subject to further discounts as deemed by Susan Wahhab, Owner and Director of Money Intelligence Academy, Author, Mentor, and Coach of Money Intelligence Academy courses and programs.
- 9.4** Money Intelligence Academy course/program fees are subject to change for future versions of courses/programs. In the event of such change, this will be updated on all online affiliations of the courses/programs and will be amended in future versions of this Terms of Engagement Agreement.

10. Ownership of Documents

- 10.1** All original documents obtained from you arising from the engagement shall remain your property. However, we reserve the right to make a reasonable number of copies of the original documents for our records.
- 10.2** All other documents produced by us in respect of this engagement will remain the property of Money Intelligence Academy Pty Ltd, subject to any statutory obligations.

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11. Remedies and Liabilities

- 11.1** Money Intelligence Academy's total aggregate liability to you for any reason and upon all claims and causes of action hereunder will be limited to the amount of fees paid by you for the Money Intelligence Academy Courses and online content giving rise to the claim or cause of action. This limitation applies to all causes of action or claims including without limitation breach of contract, breach of warranty, negligence, strict liability or other torts. In no event will Money Intelligence Academy Pty Ltd be liable for any consequential, special, indirect, incidental or punitive damages, including without limitation loss of data, loss of profits or loss of savings or revenue, even if it has been advised of the possibility of such damages.
- 11.2** In no event will any cause of action be brought against Money Intelligence Academy Pty Ltd more than one year after the cause of action has accrued.
- 11.3** The remedies in these T&Cs are your sole and exclusive remedies.
- 11.4** The parties understand and agree that, to the extent permitted by applicable law, the foregoing exclusions and limitations of liability represent the parties' agreement as to allocation of risk between them in connection with their respective obligations hereunder. The fees payable to us reflect, and are set in reliance upon, this allocation of risk and the exclusions and limitations of liability set forth in these terms and conditions.
- 11.5** Disputes arising in connection with these T&Cs will be governed by the laws of New South Wales, Australia.
- 11.6** If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.
- 11.7** Neither party's failure to exercise any of its rights under these T&Cs will constitute or be deemed a waiver or forfeiture of those rights.
- 11.8** These T&Cs and, any applicable amendment, constitute the entire agreement between us and supersede any previous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. Your purchase will constitute your acceptance of these T&Cs which T&Cs may not be changed except by an amendment signed by an authorized representative of each party.

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12. Confirmation of Terms

- 12.1** Signing this Terms of Engagement Agreements dictates your acceptance of these conditions. Please revise, sign and return this Terms of Engagement Agreement to Money Intelligence Academy Pty Ltd to indicate that it is in accordance with your understanding of these arrangements. This agreement will be effective for future years unless advised of any change.



Susan Wahhab
Director, CPA, SMSF Specialist, Money Mentor & Author

28 January 2020

Date

[Participant]

Date

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