

1. ACCEPTANCE

- 1.1. These Terms and Conditions are between Talent 100 Pty Ltd ABN 66 131 326 139, its successors and assignees (referred to as “**we**”, “**us**” or “**our**”), you, the person, organisation or entity described in the Enrolment Agreement (referred to as “**you**” or “**your**”) including the enrolled student, and collectively the Parties. These Terms and Conditions apply to all Services provided by us to you. These Terms and Conditions are also available on our website, <http://www.talent-100.com.au> (**Site**).
- 1.2. You have requested the Services set out in the attached Enrolment Agreement. You accept the Enrolment Agreement and these Terms and Conditions by either:
 - (a) signing and returning the Enrolment Agreement; or
 - (b) completing and returning the Direct Debit Request form; or
 - (c) paying any Upfront Payment set out in the Enrolment Agreement or making part or full payment for the Services, set out in the Enrolment Agreement or our tax invoice to you (**Invoice**).
- 1.3. You agree that these Terms and Conditions supplement and incorporate the Talent 100 policies, including without limitation the: (i) Website Terms of Use and Privacy Policy posted on the Site, the (ii) Enrolment Agreement and Enrolment and Pricing Guide, (iii) the Direct Debit Terms and (iv) the Summary of Key Terms appearing on our Site (together, the **Terms**), and form the agreement under which we will supply Services to you. **Please read these Terms carefully.** In the case of any inconsistency between the Summary of Key Terms and this document, this document will prevail. Please contact us if you have any questions using the contact details in the Enrolment Agreement or these Terms. Purchasing Services from us indicates that you have had sufficient opportunity to read these Terms and have contacted us if needed, that you have read, accepted and will comply with these Terms, and that you are 18 years or older, or if you are under 18 you have provided Talent 100 with a signed consent form (available on our Site) from a legal guardian who is 18 years or older. If you do not agree to these Terms, you must not use or purchase our Services from us.
- 1.4. We will not commence performing the Services until you have paid the Fee amount in full or first instalment of our Fees as outlined in the Enrolment Agreement.

2. SERVICES

- 2.1. We agree to perform the Services with due care and skill.
- 2.2. We reserve the right to refuse any request that we deem inappropriate, unreasonable or illegal.
- 2.3. We will provide the Services for the period set out in the Enrolment and Pricing Guide for your selected Course Program (**Service Period**). At the end of the Service Period the parties may agree to continue the Services under these Terms for an additional period by signing a new Enrolment Agreement.
- 2.4. We may provide the Services to you using our employees, contractors and third party providers, and they are included in these Terms.
- 2.5. If you request to modify the Enrolment Agreement (**Enrolment Variation**), we have discretion as to whether we accommodate this Enrolment Variation and whether an adjustment to the Fees outlined in the Enrolment Agreement may be required (**Variation Fee**).
- 2.6. If we agree to perform an Enrolment Variation, then we will inform you of any Variation Fee. You need to approve the Enrolment Variation and Variation Fee by signing a new Enrolment Agreement before we will provide the Services according to the Enrolment Variation. We will invoice you for the Variation Fee.

3. ENROLMENT TERMS AND CONDITIONS

GENERAL

You acknowledge and agree that:

- 3.1. your enrolment represents your commitment regarding the following:
 - (a) 100% attendance throughout each Term of the enrolled year. If you are unable to attend an individual Class, you are required to give Notice of your non-attendance at least 7 days prior to that Class, outlining the reasons for and circumstances of your non-attendance. This is to ensure that you do not miss critical theory and that you are provided with the class notes and homework answers in relation to the class you will be missing. In the case of absence due to illness, your legal guardian must contact us as soon as possible;
 - (b) 100% submission rate for homework and 100% attendance at all exams throughout the enrolled year;

- (c) to apply yourself and approach your studies with a positive attitude in the classroom. If you feel that you are struggling with the content, it is important that you raise any concerns directly with the Academic Team at Talent 100. If, in the opinion of Talent 100, you require further support, Talent 100 may develop an academic performance plan to address any areas of concern. If you are unable to keep up with the content, you may be eligible for a credit toward a lower stream with Talent 100 in accordance with clause 13, CREDITS AND REFUNDS;
- 3.2. you have read and understand the specific program inclusions and limitations of the selected subjects in the Enrolment and Pricing Guide, including but not limited to, tutorial privileges, subject selection and program inclusions;
- 3.3. if you want to change a subject once subjects are selected at the start of each year, you must submit your request formally by giving Notice;
- 3.4. you will have access to our online resources via our online student portal at my-mentor.com.au, for the specific subjects selected and paid for in the Enrolment Agreement for the duration of your enrolment at Talent 100. All online materials are subject to Intellectual Property rights and restrictions, in accordance with clause 17, OUR INTELLECTUAL PROPERTY. Your access to the My Mentor Website will cease when your enrolment ceases, meaning you will lose access to the My Mentor Website at the end of the term in which you dis-enrol. You are responsible for maintaining the confidentiality of your log-in credentials and are fully responsible for all activities that occur through the use of your credentials. You agree to notify us immediately if you believe the confidentiality of your log-in credentials has been compromised or if you suspect unauthorized use of your account. For all yearly courses, Talent 100 will retain access to the My Mentor Website until December 31st, unless you dis-enrol during the year;
- 3.5. all Talent 100 and MedStart Classes and Tutorials are opened subject to demand only;
- 3.6. you authorise us to use student and parent email addresses to communicate messages relating to current and future enrolments. You understand you are free to opt-out of such communication by submitting an Online Enquiry Form which can be found on our Site at www.talent-100.com.au/contact-us/. You acknowledge and agree that if you choose to opt-out of these emails, we take no responsibility for your not receiving important messages;
- 3.7. classes are subject to a maximum capacity set at our discretion
- 3.8. the Mentor allocated to a given Tutorial, Class or program is subject to change during the Service Period and we make no guarantee that your allocated Mentor will remain the same for the duration of your course;
- 3.9. If a Mentor is unavailable to teach a Tutorial or Class, we will endeavour to schedule a replacement Mentor, reschedule the Tutorial or Class, or offer you a Make Up Class. If this is not possible, you will still be required to utilise the learning material available for that Class; and
- 3.10. while you are enrolled at Talent 100, Mentors will communicate with you within the Class or Tutorial setting only, and will not communicate directly with you through email or through any social networking websites, including but not limited to Facebook.
- OPTION TOPICS**
(Relevant to Year 12 Science Students only)
- You acknowledge and agree that:
- 3.11. we do not provide a Mentor and Class for every single Option Topic offered in the HSC syllabus;
- 3.12. you must notify us of your Option Topics as soon as those topics become available. If we are unable to provide a Mentor and Class for a rare Option Topic, you may be eligible for a credit or refund as per clause 14, CREDITS AND REFUNDS; and
- 3.13. you understand if you do not provide your Option Topic by Week 10 of Term 1, you will not be eligible for any credit or refund in the event that we are not able to provide a Mentor and Class for that Option Topic.
- MAKE-UP CLASSES**
- You acknowledge and agree that:
- 3.14. at our sole discretion we offer you one make-up class per term **only**, subject to the following conditions:
- (a) There is an alternative Class in which a seat is available in the selected subject in the same learning week;
 - (b) You may be required to travel to a different centre; and
 - (c) You have told us that you are going to miss your original Class at least 48 hours before missing it, by giving Notice, in which you must outline the

circumstances preventing your attendance at the original Class;

- (d) if you miss multiple Classes on one day, we may, in our sole discretion, allow you to make-up the multiple missed Classes on that day. The conditions in clause 3.16 will apply; and

- 3.15. we do not guarantee that a requested make-up class will be available.

DISCONTINUATION OF A SELECTED SUBJECT AT SCHOOL

- 3.16. You acknowledge and agree that if you drop a selected subject at your Education Institution, you must give Notice, to be accompanied by written proof of the subject discontinuation from your Education Institution. You may be eligible for a credit toward a different subject with us. Any applicable credits or refunds will be assessed in accordance with clause 14, CREDIT AND REFUNDS.

TUTORIALS

You acknowledge and agree that:

- 3.17. students have access to a specific number of tutorials depending on Course Program selection;
- 3.18. tutorial bookings are dependent on class and Mentor availability in each centre. Talent 100 does not guarantee that your preferred tutorial time or Mentor will be available;
- 3.19. tutorials must be booked online through the My Mentor Website at least 24 hours in advance;
- 3.20. tutorials are subject to a maximum capacity of 4 students per Mentor;
- 3.21. tutorials are designed to assist you outside of the classroom only in relation to subjects you are enrolled in at Talent 100;
- 3.22. tutorials are not directed learning. It is your responsibility to bring your own questions to the tutorial, no additional material will be provided;
- 3.23. unused tutorial hours within your selected Course Program **do not rollover** at the end of each Term;
- 3.24. Failure to attend booked tutorials may result in the suspension of your tutorial allocation; and
- 3.25. MedStart Tutorials are only available in Term 2 of the Academic Year and can only be booked once per week per student.

ACCELERATION

You acknowledge and agree that:

- 3.26. if you wish to accelerate in to a higher stream for a subject you are required to sit a diagnostic exam assessed at our sole discretion;
- 3.27. you are also be required to provide evidence of your acceleration at school in that subject;
- 3.28. if you are a 100+ Club Membership student that is accepted for acceleration into a higher stream in 3 or more subjects, you must enrol in the 100+ Club Membership for the year above. For example, a Year 9 student who accelerates in Maths, English and Physics must enrol in 100+ Club Membership for Year 10; and
- 3.29. if approved to accelerate into a higher year level for a selected subject, you will be charged the difference in price between the year level you originally enrolled in and the higher year level. This price will be calculated on a pro rata basis from the week you accelerate. The pricing is specified in the Enrolment and Pricing Guide.

MINIMUM ENROLMENT COMMITMENTS

- 3.30. You acknowledge and agree that you have read and understand the minimum enrolment commitments applicable to your program and payment selection, as follows:
 - (a) **Installment Payment Option** for our Yearly Success Program - This is a yearly course paid over 4 installments (or 3 installments for Year 11). You will be liable for your first installment upfront, and then direct debited the remaining installments for subsequent terms as per the schedule set out in Appendix 1. Clause 10 will apply. If you enrol after Week 1 of a term, your upfront first installment will be calculated on a pro-rata basis based on how much of that term remains. The minimum enrolment commitment that you are liable to pay is 10 weeks per term for the subsequent terms after your first installment payment.
 - (b) **Upfront Yearly Payment Option** for our Yearly Success Program and/or 100+ Club members - This is a 40 weeks (one year) or, 30 weeks (one year) for Year 11 minimum enrolment commitment. You will be liable for one year's Fees paid upfront at the date of your enrolment.
 - (c) **School Holiday and Special Programs** - The Service Period for each School Holiday or Special Program differs. The minimum enrolment commitment is the full duration of the School Holiday and Special Programs you have selected, as outlined in the Enrolment and Pricing Guide.

SPECIFIC PROGRAMS AND MEMBERSHIPS

4. YEARLY SUCCESS PROGRAM

- 4.1. If you wish to enrol in a Yearly Success Program you can select from the Upfront Yearly Enrolment Option or the Installment Payment Option. If you choose to opt for the Installment Payment Option, clause 10 will apply.
- 4.2. You acknowledge and agree that if you select the Upfront Yearly Enrolment Option for a Yearly Success Program, the following will apply:
- (a) you will be liable for 40 weeks (one year's) Fees less the discount (as set out in the Enrolment Agreement) paid upfront prior to the commencement of tuition;
 - (b) you are not entitled to a refund for the Fees if you change your mind, unless you withdraw from the Program by giving Notice not less than 7 days prior to the beginning of the Commencement Week;
 - (c) you are only entitled to any remedy available to you under the Australian Consumer Law;
 - (d) your enrolment is not confirmed and a seat will not be reserved in a Class until payment is received in full.

5. TALENT 100+ CLUB MEMBERSHIP

- 5.1. If you are a 100+ Club Membership student and you do not attend a booked tutorial more than 3 times in a Term, you may lose access to your unlimited tutorial privileges. The loss of unlimited tutorial privileges will be assessed at our sole discretion. If you lose your unlimited privileges, your tutorial privileges will reduce to 10 tutorials for the remainder of the Term.
- 5.2. If you are a 100+ Club Member and you fail to attend more than 3 classes for a single subject in a Term, you may be removed from the relevant class effective immediately unless you have contacted us through an Academic Online Enquiry Form with a satisfactory reason for your failure to attend. Talent 100 makes no guarantee you will be reinstated in the original class if removed.

6. A-CLASSES

- 6.1. You acknowledge and agree that admission to the A-Class will require you to:
- (a) provide your most recent school reports; and
 - (b) sit and pass Talent 100's Diagnostic Examination and an Attitude and Aptitude Test to the satisfaction of Talent 100;
 - (c) commit to applying yourself and approaching your studies with a positive attitude in the classroom.
- 6.2. If you feel that you are struggling with the content, it is important that you raise any concerns directly with your Mentor or the Academic Team at Talent 100 and if you are unable to keep up with the content in the Accelerated class, you may be eligible for a credit toward a lower stream course with Talent 100 in accordance with clause 13, CREDITS

7. MEDSTART PROGRAMS

- 7.1. All MedStart Programs are covered by these Terms, including but not limited to; the MedStart Online Resources Program, MedStart Care Course (both School Holiday and Termly), MedStart Intensive Care Course and the MedStart Interview Blitz Program.
- 7.2. You acknowledge that regardless of program selection within the MedStart options, you will be liable for the entire Program's Fees upfront, from the date of your enrolment.
- 7.3. You acknowledge that the MedStart Online Resources program is only valid until the UMAT Exam of the **enrolled year** and does not include any face to face teaching. For example, this means that if you enrol in May 2016, you will only have access to these resources until the end of July 2016.
- 7.4. If you enrol in the MedStart Interview Blitz program, you can choose one full interview tailored to the university selected for application OR two half interviews, tailored to two separate universities.
- 7.5. Enrolment in the MedStart Interview Blitz Program or the MedStart Online Resources program does not make you eligible for Group Discounts.

FEES AND PAYMENT

8. INVOICES AND PAYMENT

- 8.1. You agree to pay us the Fees and Expenses for the Services that you have requested, as set out in the Enrolment Agreement, including any Deposit. All amounts are stated in Australian dollars. All amounts include Australian GST (where applicable). The Fees, Expenses, Deposit and Services can only be varied by signing a new Enrolment Agreement.
- 8.2. If the Enrolment Agreement states that the Fees and Expenses are an estimate only, you acknowledge that the final Fees and Expenses may be more or less than the estimated amounts. We will endeavour to inform you of any material variation as it becomes apparent.
- 8.3. You acknowledge and agree that all credit card transactions incur a 1.5% credit card surcharge of the transaction amount **only**, as amended from time to time.
- 8.4. Students wishing to accelerate into a higher stream will be charged the difference in price for the higher year level in accordance with sub clauses 3.29 to 3.32, ACCELERATION.
- 8.5. If an Invoice is unpaid for more than 7 days we will cease to provide the Services to you until we receive payment of the Invoice. This means that you will be suspended from Classes until payment of the Invoice has been received. We do not guarantee that your seat in the Class will be reserved for you if you are removed due to payment failure.
- 8.6. We may charge interest at the rate of 2% per month on any amounts which remain unpaid after the expiry of 30 days after the payment date.
- 8.7. If invoices are unpaid for 30 days after the payment date, we reserve the right to engage debt collection services for the collection of unpaid and undisputed debt, and the right to commence legal proceedings for any outstanding amounts owed to us. You acknowledge and agree that you are liable for and will pay all costs including debt collection, solicitor's fees and any out of pocket expenses. If you at any time exceed Talent 100's payment terms and as a result are passed on for collection and or legal action, Talent 100 may place a default against you with a credit reporting agency.
- 8.8. Our fees structure, payment methods and these Terms may be amended from time to time at our discretion. Any fees changes will apply to Services provided to you after the date of the change. All other changes will apply from the date that the amended or new Terms are provided to you or from the date on which you enter into a new Enrolment Agreement, whichever is earlier.
- 8.9. You must not pay, or attempt to pay, for the Services through any fraudulent or unlawful means. If your payment is not able to be successfully processed then your request for the Services may be cancelled.
- 8.10. In the absence of fraud or mistake, all payments made are final and you shall not have the right to cancel your enrollment for any reason and further you agree to satisfy all such payments made.
- 8.11. If you make a payment by debit or credit card, you warrant that the information provided to Talent 100 is true, accurate and complete, that you are authorised to use the debit or credit card to make the payment, that the payment will be honoured by the card issuer, and that you will maintain sufficient funds in the account to cover the Fees and Expenses.
- ## 9. INSTALLMENT PAYMENT BY DIRECT DEBIT
- 9.1. If you elect to pay for the Fees and Expenses by direct debit, you agree that
- such payments are subject to this clause 10, the Appendix, and the Direct Debit Terms contained in the IntegraPay DDR Service Agreement which are attached to these Terms and located on our Site;
 - such payments will be deducted in the timeframes specified in Appendix 1 of these Terms, that is, processed by Talent 100 on Monday of Week 10 of the current term, as payment for the following term;
 - you will submit a Direct Debit Request Form in which you will provide details of your nominated bank or credit card account with a financial institution from which the direct debit payments will be made;
 - such payments will be taken according to the details specified in the Direct Debit Request Form and Enrolment Agreement and as per the amounts on the Enrolment and Pricing Guide, as amended from time to time;
 - If you pay by direct debit you will receive a payment advice from us during Week 10 which reflects the instalment payment being successfully made by direct debit;
 - if the payment date falls on a public holiday or weekend, the payment will be processed on the next Business Day. If you are uncertain when the payment will be debited from your account, please check with your financial institution or refer to your Enrolment Agreement.
- 9.2. You acknowledge and agree that if you select the Direct Debit Instalment Payment option for a Yearly Success Program, you commit to pay for 10 weeks upfront, or the remainder of

the term pro-rated when enrolling mid-term and a minimum of 10 weeks per term thereafter.

- 9.3. You acknowledge that your course commencement week may be after your direct debit payment.
- 9.4. It is your responsibility to ensure that:
- (a) your nominated bank account/credit card can accept direct debits. You should be aware that direct debiting through the Bulk Electronic Clearing System is not available on all bank accounts. You should check your account details (including the Bank State Branch (BSB) number) directly against a recent statement from your financial institution. If you are in any doubt, please check with your financial institution before consenting to these Terms.
 - (b) on the drawing date there is sufficient cleared funds in the nominated bank account/credit card;
 - (c) all account holders have signed the Direct Debit Request Form;
 - (d) you advise us if the nominated bank account/credit card is transferred or closed; and
 - (e) suitable arrangements are made if the direct debit is cancelled: (i) by yourself; (ii) by your financial institution; or (iii) for any other reason.
- 9.5. If you need to make any changes to the details on your Direct Debit Request Form, you must do so by giving Notice. It is solely your responsibility to ensure your details are up to date in our records.
- 9.6. Your records and account details will be kept private and confidential to be disclosed only at your request or at the request of the financial institution in connection with a claim made to correct/investigate an alleged incorrect or wrongful debit or otherwise as required by law and our Privacy Policy.
- 9.7. Fees are debited on an ongoing basis unless otherwise notified and there is no termination fee for a cancelled direct debit authorisation if cancelled in accordance with clause 15, TERM AND TERMINATION.
- 9.8. Please allow 24-48 hours for all requests to be actioned.
- 9.9. If you choose to cancel your direct debit authorisations with Talent 100 you must notify us in accordance with sub clause 15.3, TERM AND TERMINATION.

10. DISHONoured PAYMENT BY DIRECT DEBIT

- 10.1. A dishonour fee will be charged by IntegraPay for all failed instalment direct debit transactions and you will be liable to pay that dishonour fee. The dishonour fee is to cover any additional administrative bank charges imposed on Talent 100 due to your declined transaction.
- 10.2. Talent 100 will not be responsible for bank charges incurred by you, including but not limited to overdrawn/dishonour fees in relation to the direct debit.
- 10.3. If your direct debit is returned or dishonoured by your financial institution, you will be contacted by Talent 100 to reschedule your overdue payment, in addition to any dishonour fees which will be drawn together with any other payments due and owing at the time of re-drawing. Any transaction fees payable by us will be added to this debit.

11. DEFAULT OF DIRECT DEBIT

- 11.1. In the case of direct debit payments which are declined by your financial institution, the following procedures or policies will apply:
- (a) we treat the payment as if it was never made;
 - (b) we reserve the right to cancel the direct debit request at any time if drawings are returned unpaid by your financial institution;
 - (c) Talent 100 will make all reasonable efforts to contact your parent or guardian directly however, if the account remains overdue after 7 days, we reserve the right to suspend your enrolment and dis-enrol you from any or all Talent 100 Services, until the outstanding charges are paid.
 - (d) If your enrolment is suspended by Talent 100 due to default on payment, you are still liable to pay in full any outstanding invoices at the time. Once your account is paid in full, you can request re-enrolment, however, this will be granted at our sole discretion.
 - (e) After 30 days of overdue fees on your account, the matter may be referred to an external debt collector and this may incur additional charges to you.
- 11.2. We do not guarantee that your seat in a Class will be reserved for you if you are removed due to payment failure.

12. PROMOTIONS

- 12.1. Talent 100 may, from time to time, make offers or promotions which may be applicable to the Services.
- 12.2. The conditions of such offers or promotions will be specified on our Site.
- 12.3. You acknowledge and agree that Talent 100 may, at its sole discretion, remove or extend any special offers or promotions, and Talent 100 will not be responsible or liable for any potential loss or damage which you incur as a result of the removal or extension of any offers or promotions.

CREDITS AND REFUNDS, CANCELLATION REQUIRES NOTICE, TERMINATION

13. CREDITS AND REFUNDS

- 13.1. **You acknowledge and agree that Talent 100 only offer refunds in accordance with these Terms.** Unless otherwise provided for in these Terms, **all upfront payments are non-refundable unless you comply with clause 14.2.**
- 13.2. To apply for a refund or credit, you are required to give Notice in which you must advise of the reason and extraordinary circumstances prohibiting you from attending any Program in full, at least 7 days prior to the commencement of the Program. Your reasons and circumstances will be assessed and your application for a refund or credit approved/disapproved at our sole discretion. All credits and refunds will be calculated at the standard term fee and no discounts will be applied.
- 13.3. We may, under extraordinary circumstances and in our sole discretion, apply any credit granted to another Talent 100 or MedStart Program.
- 13.4. Classes which become unavailable or are cancelled by Talent 100 because of Mentor absence due to illness or because of other unforeseen circumstances will only be refunded at Talent 100's sole discretion.

14. CANCELLATION REQUIRES NOTICE

- 14.1. These Terms will take effect on the date the Enrolment Agreement is signed and continue until the Completion Date as outlined in the Course Schedule in the Enrolment and Pricing Guide.
- 14.2. If you choose to cancel your enrolment and associated direct debit authorisations for your Installment Payment Option Program before

the Completion Date, you must give Notice at least 7 days prior to the next Direct Debit Billing Date, that is, **you must give Notice to us or before 8pm Monday of week 9 if you wish to cancel your enrolment for the following term.** You acknowledge and agree that in the event that you only give Notice within less than 7 days of the next Direct Debit Billing Date, or your method of notice does not comply with sub clause 22.9, NOTICE, the direct debit will stand and no refund will apply. In such a case, your enrolment at Talent 100 will continue for a minimum of 10 weeks for the subsequent term during which you may attend the paid classes.

- 14.3. For all requests relating to **cancellation, dis-enrolment, alteration or suspension of drawing arrangements, to stop or defer a payment or to investigate or dispute a previous payment**, you are required to communicate your particular request through giving Notice.
- 14.4. **If you disenrol you will be charged a Disenrolment Fee of \$250.** Talent 100 reserves the right to change the amount of the Disenrolment Fee from time to time and in its sole discretion.
- 14.5. In the case of an investigation, if our investigations show that your account has been incorrectly debited, we will arrange for the financial institution to adjust your account accordingly. We will also notify you in writing of the amount by which your account has been adjusted. If our investigations show that your account has been correctly debited, we will respond to your query by providing you with reasons and copies of any evidence for this finding. If we cannot resolve the matter, you can still refer it to your financial institution, which will obtain details from you of the disputed payment and may lodge a claim on your behalf.

15. TERM AND TERMINATION

- 15.1. Either Party may terminate these Terms, if there has been a material breach of these Terms by the other Party, subject to the below dispute resolution procedure.
- 15.2. We may terminate these Terms immediately, at our sole discretion, if:
 - (a) you commit a non-remediable breach of these Terms;
 - (b) you commit a remediable breach of these Terms and do not remedy the breach within a reasonable time after receiving written notice of the breach;
 - (c) we consider that a request for the Services is inappropriate, improper or unlawful;

- (d) you fail to provide us with clear or timely instructions to enable us to provide the Services;
- (e) we consider that our working relationship has broken down including a loss of confidence and trust;
- (f) you continue to display inappropriate behaviour after receiving three warnings from us;
- (g) for any other reason outside our control which has the effect of compromising our ability to perform the Services required within the required timeframe; or
- (h) you fail to pay an Invoice within 7 Business Days of the nominated payment date or Direct Debit Billing Date as set out in the Invoice, Enrolment Agreement and/or Appendix 1.

- 15.3. On termination of these Terms you agree that any Upfront Payment or payments made are not refundable to you, unless otherwise provided for in these Terms. If you terminate these Terms before the Completion Date, you must pay for all Services provided prior to termination, including any Services which have been performed and have not yet been invoiced to you.
- 15.4. On termination of these Terms the Parties agree to promptly return (where possible), or delete or destroy (where not possible to return), any Confidential Information and Intellectual Property, and/or documents containing or relating to Confidential Information and Intellectual Property.
- 15.5. On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of these Terms.
- 15.6. The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

YOUR OBLIGATIONS

16. YOUR OBLIGATIONS AND WARRANTIES

- 16.1. **Attendance:** You agree to be present at each class in your Course Program on the scheduled time and day in which you are enrolled, as set out in your Enrolment Agreement. You acknowledge that in order to achieve progress and the best results from Talent 100's course programs, you are required to attend class and submit homework as required.
- 16.2. **Missing a Class:** If you know in advance you are going to miss a class, you can book a tutorial to support that week's learning. You acknowledge and agree that a tutorial does not supplement the in-class learning delivery and must be booked in accordance with sub clauses 3.21-3.29, TUTORIALS. If you miss a class you must notify a Centre Manager or Student Services Representative. The Talent 100 Staff Member will provide you with notes and homework for the class you have missed/will miss.
- 16.3. **Provide results information:** You agree to provide us with a copy of your school exam results and up to date school reports on an ongoing Termly basis. You agree to provide us with your school exam results, HSC results, photographs and ATAR by phone or email as soon as ATAR results are released or when requested by a Talent 100 representative.
- 16.4. **Behaviour:** You will demonstrate good behaviour at all times during classes. You agree not to behave in an antisocial or disruptive manner towards other students or staff of Talent 100. If you engage in disruptive or inappropriate behaviour you will receive 3 warnings per term. After the third warning, you may be asked to leave the class. Talent 100 reserves the right to cancel your enrolment if the inappropriate behaviour persists. So we can consider if we can address your needs, you agree to tell us about any behavioural or learning difficulties you have which may impact your learning abilities.
- 16.5. **Dress:** You must be dressed neatly and appropriately whilst in Talent 100 Learning Centres.
- 16.6. **Mobile Phones:** Mobile phones are to be switched off or on silent during classes. No food is permitted in classrooms.
- 16.7. **Non-solicit:** You warrant that you will not canvass, employ, induce or attempt to employ, induce, solicit or entice away from us, any Mentor (Academics, Teacher or Tutor), employee or contractor that was employed by or contracted to us during the term that we provide Services to you or the post 12 month period unless specifically arranged through and approved by Talent 100.
- 16.8. **Warranties:** You warrant that throughout the duration of these Terms that:
- (a) there are no legal restrictions preventing you from agreeing to these Terms;
 - (b) you will cooperate with us and provide us with information that is reasonably necessary to enable us to perform the Services as requested by

- us from time to time, and comply with these requests in a timely manner;
 - (c) the information you provide to us is true, correct and complete;
 - (d) you will not copy, print, upload to any digital source, upload to the public domain, sell in any capacity or disclose any of our Material as defined in clause 17, OUR INTELLECTUAL PROPERTY, to any of our direct competitors or any person who is not a student, employee or contractor of Talent 100;
 - (e) you will inform us if you have reasonable concerns relating to our provision of Services under these Terms, with the aim that we and you will use all reasonable efforts to resolve your concerns;
 - (f) you consent to the use of your name and Intellectual Property in relation to the Services in a way which may identify you.
 - (b) creating derivative works from the Materials;
 - (c) placing the Materials in the public domain;
 - (d) printing our Material from the My Mentor Website;
 - (e) using our Materials for commercial purposes such as on sale to third parties;
 - (f) copying with intent to sell or share; or
 - (g) using Materials to teach or tutor another student outside of Talent 100.
- 17.5. We will license to you access to the My Mentor Website and the Materials for your personal non-commercial use in their online format **only (Licensed Material)**, upon full payment of our Invoice(s).
- 17.6. We grant you a non-perpetual, non-exclusive, revocable, Australia wide and non-transferable licence to use the Licensed Material for the agreed study purposes **only** and for the duration of your enrolment **only**.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

17. OUR INTELLECTUAL PROPERTY

- 17.1. The work and materials that we provide to you in carrying out the Services contains material which is owned by or licensed to us and is protected by Australian and international laws. This includes but is not limited to: (i) written notes; (ii) exam papers and exam questions; (iii) homework and homework solutions; (iv) course notes and programs; and (v) learning videos (**Materials**). We own the Intellectual Property rights in the Materials including but not limited to copyright which subsists in all creative and literary works incorporated into our Materials.
- 17.2. You agree that, as between you and us, we own all Intellectual Property rights in our Materials, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights in our Materials, except as stated in these Terms or with our written permission.
- 17.3. Your use of our Materials does not grant you a licence, or act as a right to use any Intellectual Property in the Materials, whether registered or unregistered, except as stated in these Terms or with our written permission.
- 17.4. You must not breach our Intellectual Property rights by, including but not limited to:
- (a) altering or modifying any of the Materials;

18. YOUR INTELLECTUAL PROPERTY AND MORAL RIGHTS

- 18.1. You agree to provide information including any Intellectual Property to us to enable us to provide the Services. You:
- (a) warrant that you have all necessary rights to provide the Intellectual Property to us;
 - (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to use the Intellectual Property in any way we require to provide the Services to you; and
 - (c) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights.
- 18.2. If you (or any employee or agent) have Moral Rights in any Intellectual Property that you provide to us, you:
- (a) irrevocably consent to any amendment of the Intellectual Property in any manner by us for the purposes of providing Services to you;
 - (b) irrevocably consent to us using or applying the Intellectual Property for the purposes of providing Services to you without any attribution of authorship;

- (c) agree that your consent extends to acts and omissions of any of our licensees and successors in title; and
- (d) agree that your consent is a genuine consent under the *Copyright Act 1968* (Cth) and has not been induced by duress or any false or misleading statements.

19. CONFIDENTIAL INFORMATION

- 19.1. We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than, where necessary, Third Party Suppliers and as set out in our Privacy Policy available on our Site); to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; only to use the Confidential Information for the purpose for which it was disclosed by you, to provide better quality services to you, and not for any other purpose.
- 19.2. You agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, and not for any other purpose.
- 19.3. These obligations do not apply to Confidential Information that:
 - (a) is authorised to be disclosed;
 - (b) is in the public domain and/or is no longer confidential, except as a result of breach of these Terms;
 - (c) is received from a third party, except where there has been a breach of confidence; or
 - (d) must be disclosed by law or by a regulatory authority including under subpoena.
- 19.4. The obligations under this clause will survive termination of these Terms.

FEEDBACK AND DISPUTE RESOLUTION

20. FEEDBACK

- 20.1. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us via our Site.

21. DISPUTE RESOLUTION

- 21.1. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
 - (a) The complainant must tell the respondent in writing the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute by filling out an Online Compliments and Complaints Enquiry Form which can be found on our Site. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
 - (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.
- 21.2. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

22. CONSUMER LAW, LIMITATION OF LIABILITY AND DISCLAIMERS

- 22.1. **ACL:** Certain legislation including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**). Our liability is governed solely by the ACL and these Terms.
- 22.2. **Services:** If you are a consumer as defined in the ACL, the following applies to you: *"We guarantee that the Services we supply to you are rendered with due care and skill, fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or as a result which you have told us you wish the Services to achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are able to exclude liability; our total liability for loss or damage you suffer or incur from the Services is limited to us resupplying the Services to you within the 12 months to which your claim relates, or, at our option, us refunding to you the amount*

you have paid us for the Services within the 10 weeks to which your claim relates."

22.3. **Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out in the Enrolment Agreement where it is affected by your delay in response, or supply of incomplete or incorrect information.

22.4. **Warranties:** To the extent permitted by law, we exclude all express and implied warranties, guarantees and representations, and all material and work is provided to you without warranties of any kind, either express or implied. We expressly disclaim all warranties including but not limited to implied warranties of merchantability and fitness for a particular purpose.

22.5. **Availability:** To the extent permitted by law, we exclude liability for:

- (a) the Services being unavailable; and
- (b) any claims for loss, damage, costs including legal costs, or expense, whether direct, indirect, remote, abnormal, unforeseeable, incidental, special or consequential, including loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation, or any loss or damage relating to business interruption, or otherwise, suffered by you or claims made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.

22.6. **Limitation of Liability:** To the extent permitted by law, our total liability arising out of or in connection with the Services, whether under contract, tort including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the ten week period prior to the event giving rise to the liability. Alternatively, and only if you have made no payments in that ten week period, our liability is limited to one hundred dollars (AUD\$100).

22.7. **Disclaimer:** Talent 100 ensures that all staff over the age of 18 years have been cleared with the relevant Police Check and Working With Children Check at the time they are hired. Beyond verifying the validity of each staff member's Working With Children Check every academic year, Talent100 makes no guarantee as to the ongoing validity of these checks.

22.8. While we make every reasonable effort to ensure that you demonstrate performance improvements during your enrolment, we make no guarantees about your performance improvement, as every student is different.

22.9. Talent 100 is not responsible for students making their way to and from class and/or tutorials, or outside of the premises.

22.10. This clause will survive termination of these Terms.

23. INDEMNITY

23.1. You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:

- (a) any information that is not accurate, up to date or complete or is misleading or a misrepresentation;
- (b) any breach of these Terms; and
- (c) any misuse of the Services from or by you or any agent.

23.2. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

23.3. The obligations under this clause will survive termination of these Terms.

24. GENERAL

24.1. **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.

24.2. **Publicity:** You consent to us using advertising (including advertising the student's name, exam results and photographs) for promotional purposes or publically announcing that we have provided Services to you unless otherwise notified in writing by you.

24.3. **Email:** You acknowledge that we are able to send electronic mail to you (and/or your parents or guardian) and receive electronic mail from you (and/or your parents or guardian). You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

- 24.4. **GST:** If and when applicable, GST payable on the Services will be set out on our Invoices. By accepting these terms, you agree to pay us an amount equivalent to the GST imposed on these charges.
- 24.5. **Relationship of parties:** These Terms are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.
- 24.6. **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 24.7. **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 24.8. **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control. If we are delayed from performing our obligations due to such a circumstance for a period of at least 2 months, we may terminate our agreement with you by giving you 5 Business Days' notice in writing.
- 24.9. **Notice:** Any notice required or permitted to be given by you under these Terms will **only** be deemed to be have been served by completing the applicable Online Enquiry Form which can be found on our Site at <http://www.talent-100.com.au/contact-us/>.
- 24.10. **Jurisdiction & Applicable Law:** These terms are governed by the laws of New South Wales and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales.
- 24.11. **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and us and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.
- 25. DEFINITIONS**
- 25.1. Unless otherwise defined herein or the context otherwise requires, capitalised terms used in these Terms will have the following meanings given to them .
- 25.2. **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales, Australia.
- 25.3. **Centre** means the nominated Talent 100 location for the provision of Services.
- 25.4. **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this Agreement or otherwise.
- 25.5. **Class** is the gathering of students taking instruction from a Mentor to proceed through the syllabus of the Course Program. The times, format and frequency of Classes will vary between Course Programs.
- 25.6. **Commencement Week** is set out in the Enrolment Agreement.
- 25.7. **Completion Date** is set out in your Selected Course Schedule in the Enrolment and Pricing Guide.
- 25.8. **Confidential Information** includes confidential information about you, your credit card or payment details, the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as "confidential".
- 25.9. **Course Specific Information** means additional course specific information in relation to the student's enrolment as set out in the Enrolment Agreement.
- 25.10. **Direct Debit Billing Dates** are set out in the Appendix.
- 25.11. **Direct Debit Request Form** means Talent 100's online direct debit authorisation/request form in which you state your nominated your bank account or credit card from which you will pay our Fees and Expenses.
- 25.12. **Enrolment and Pricing Guide** means Talent 100's Enrolment and Pricing Guide.
- 25.13. **Expenses** is set out in the Enrolment Agreement.

- 25.14. **Fees** is set out in the Enrolment Agreement.
- 25.15. **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time or any replacement or other relevant legislation and regulations.
- 25.16. **Installment Payment Option** is as set out on the Site at www.talent-100.com.au/pricing.
- 25.17. **Intellectual Property** includes any and all present and future rights to intellectual and industrial property throughout the world, and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), patents, improvements, registered and unregistered trademarks, designs (whether or not registered or registrable), any corresponding property rights under the laws of any jurisdiction, discovery, circuit layouts, trade names, trade secrets, secret process, course notes (printed and online), all content developed and delivered by Talent 100 (online and printed), know-how, concept, idea, information, process, data or formula, business names, company names or internet domain names.
- 25.18. **Invoice Terms** is set out in the Appendix.
- 25.19. **Mentors** means academics, qualified teachers or tutors employed or contracted by Talent 100.
- 25.20. **Moral Rights** means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968* (Cth).
- 25.21. **Notice** means you giving notice to Talent100 by way of submitting an Academic Online Enquiry Form as outlined in sub clause 25.9, NOTICE.
- 25.22. **Notice Cut-off Date** is set out in the Appendix.
- 25.23. **Payment Method** means direct debit from a nominated bank account; Visa or Mastercard debit or credit card.
- 25.24. **Program Selection** means the subject selected for the period as set out in the Enrolment and Pricing Guide. You may choose one or more programs to study at Talent 100.
- 25.25. **Enrolment Agreement** means the final written Enrolment Agreement entered into between you and us in relation to the provision of Services.
- 25.26. **School Holiday and Special Programs** means an additional program operated by Talent 100.
- 25.27. **Services** means the services we provide as set out in the Enrolment Agreement.
- 25.28. **Service Period** means the duration of the selected course program schedule as set out in the Enrolment and Pricing Guide.
- 25.29. **Term** means a Talent 100 Academic term during a school year.
- 25.30. **Tutorial** means a gathering of 4 students taking instruction from a Mentor to proceed through the syllabus of the Course Program. The times, format and frequency of Tutorials will vary between Course Programs.
- 25.31. **Upfront Yearly Enrolment Option** is as set out in the Enrolment Agreement.
- 25.32. **Yearly Success Program** means enrolment in one or more courses held during the Talent 100 term.

Updated: September, 2018

APPENDIX 1: Instalment Direct Debit Billing Dates

PERIOD	DISENROLMENT NOTIFICATION DEADLINE	DEBIT DATE
Term 4, 2017	Monday, 4 th December	Monday, 11 th December
Term 1, 2018	Monday, 2 nd April	Monday, 9 th April
Term 2, 2018	Monday, 25 th June	Monday, 2 nd July
Term 3, 2018	Monday, 17 th September	Monday, 24 th September
Term 4, 2018	Monday, 3 rd December	Monday, 10 th December

IntegraPay DDR Service Agreement

This Agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with IntegraPay and the Business. It also details what our obligations are to you as your Direct Debit Provider. We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form

I/We hereby authorize IntegraPay Pty Ltd (ABN: 63 135 196 397) Direct Debit User ID 382220 to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the Business)

I/We acknowledge that IntegraPay is acting as a Direct Debit Agent for the Business and that IntegraPay does not provide any goods or services 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 with the Business.

I/We acknowledge that IntegraPay and the Business will keep any information (including account details) contained in the Direct Debit Request confidential. IntegraPay and the Business will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

I/We acknowledge that the debit amount will be debited from my/our account according to the Direct Debit Request, this Agreement and the terms and conditions of the agreement with the Business.

I/We acknowledge that bank account details have been verified against a recent bank statement to ensure accuracy of the details provided. If uncertain you should contact your financial institution.

I/We acknowledge that it is my/our responsibility to ensure that there is 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 your financial institution. 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 IntegraPay will not be held responsible for any fees and charges that may be charged by your financial institution.

I/We Acknowledge that there may be a delay in processing if:

- 1) There is a public or bank holiday on the day, or any day after the debit date
- 2) A payment request is received by IntegraPay on a day that is not a Banking Business Day 3) A Payment request is received after normal operational hours, being 4pm Monday to Friday.

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

I/We authorise the Business to vary the amount of the payments from time to time as provided for within the Business agreement. I/We authorise IntegraPay to vary the amount of the payments upon instructions from the Business. I/We do not require IntegraPay to notify me/us of such variations to the debit amount.

I/We acknowledge that the total amount billed will be for the specified period for this and/or subsequent agreements and/or amendments. I/We acknowledge that the Business is to provide 14 days notice if proposing to vary the terms of the debit arrangements.

I/We acknowledge that variations to the debit arrangement will be directed to the Business.

I/We acknowledge that any request to stop or cancel the debit arrangement will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business. If no resolution is forthcoming you are advised to contact your financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, I/We will be responsible for any fees and charges for each unsuccessful debit in addition to any financial institution charges and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by IntegraPay.

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

I/We acknowledge that if specified by the Business, a setup, variation, dishonour, SMS or processing fees may apply as instructed by the Business.

I/We authorise:

- 1) The Debit User to verify details of my/our account with my/our financial institution
- 2) The Financial Institution to release information allowing the Debit User to verify my/our account details.

IntegraPay Pty Ltd ABN: 63 135 196 397
P.O Box 6290, Upper Mt Gravatt, Queensland 4122
Ph: 07 3040 4320 Fax: 07 3343 8590