

Client Terms and Conditions

1 Introduction

1.1 TMAP

For the purpose of these terms and conditions, TMAP means Teach Me About Property Pty Ltd (ABN 82 616 550 264).

1.2 Agreement

(1) These are the terms and conditions (the “**Terms**”) which govern the provision of TMAP’s Services. In addition to these Terms, the following additional terms are also applicable:

(a) TMAP Website Terms of Use
[<https://teachmeaboutproperty.com.au/terms-of-use/>].

(b) TMAP Privacy Policy
[<https://teachmeaboutproperty.com.au/privacy-policy/>].

(c) The TMAP Media Consent and Release
[<https://teachmeaboutproperty.com.au/media-consent-release/>].

(d) Any other terms and conditions TMAP provides to you, or publishes within the website www.teachmeaboutproperty.com.au, including all other sites relating to our business (including landing pages and various other domains and sub-domains) (each referred to as the “**Site**”) from time to time.

(together referred to as the “**Complete Agreement**”).

(2) To the extent that there is any inconsistency between the provisions set out in these terms and conditions and any other documents comprising the Complete Agreement, then these terms and conditions prevail to the extent of such inconsistency.

(3)

1.3 Acceptance

(1) You will be considered to have accepted these Terms upon either of the following occurring:

(a) by indicating you have read and agree to these terms and conditions; or

(b) your commencement and continued use of the Services.

(2) By continuing to use the Services, you waive all rights to assert that you have not accepted these Terms.

1.4 Authority

You warrant that:

(1) these terms and conditions create legal binding obligations;

(2) the information you supply via the Site, and/or during the sign-up process will be accurate and not misleading, deceptive or likely to be misled or deceive; and

(3) if you are less than 18 years of age, then you have the consent of your parent or guardian to use the Site and TMAP’s Services.

2 User account obligations

2.1 User details

(1) You must, and warrant that you have provided TMAP with, all current, complete and accurate subscription and registration information as required by TMAP from time to time.

(2) You authorise TMAP to verify all subscription and registration details as required for your use of the Services.

2.2 Your obligations

You must do the following things as a condition of your use of the Services (in addition to anything else you are required to do under these Terms):

(1) Protect any user name, credentials, certificates, passwords or other account details used in connection with the Services.

Client Terms and Conditions

(2) Tell TMAP immediately of any unauthorised access to the Services or your account.

(3) Not allow any other person or third party to access your account and use the Services.

2.3 Restrictions

You must not do any of the following things that are listed below at any time whether during or after the the provision of our Services end:

(1) Copy any ideas, functions, features or graphics, or otherwise derived, from the Services for any purpose, including but not limited to development of a similar service.

(2) Duplicate the TMAP content or other materials or otherwise translate, adapt or create derivative works, in whole or in part.

(3) Tamper with or attempt to bypass functionality that operates to enforce these Terms, including the unauthorised use of the Services by anyone else.

(4) Use, post, transmit or introduce any software, routine or device that interferes or attempts to interfere with the operation, integrity or performance of the Site or the Services, or attempts to gain unauthorised access to the Services, TMAP's systems or third party data.

(5) Use the Site or the Services to store or transmit infringing, defamatory, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights.

(6) Claim any sponsorship, affiliation or endorsement by TMAP.

(7) Act in a manner that is abusive to an employee, contractor or other agent of TMAP.

2.4 Warranties

You warrant to TMAP that you:

(1) have made your own enquiries in relation to the Services;

(2) have not relied on any representation made by TMAP, either verbally or in

writing, when deciding whether to enter into these Terms or using the Services; and

(3) are authorised and have the legal power and capacity to enter into these Terms.

2.5 Indemnity

It is an essential term of these Terms that you indemnify TMAP against any claim, loss, liability, cost or expense, made against, or suffered by, TMAP in connection with your breach of these Terms.

3 TMAP Services

3.1 Provision of Services

(1) The extent of the services provided by TMAP includes providing educational material and information in relation to property investments and developments and other related topics through the Site, in-person (at events organised by TMAP or by personal appointments) and through other media (including webinars) (together referred to as the "**Services**").

(2) TMAP makes it absolutely clear that TMAP DO NOT provide professional taxation, financial, accounting, legal or other professional services as part of the Services. In that respect you must engage your own professional advisers in connection with anything referred to or contained within the Site.

(3) You use the Services at your sole risk and TMAP will not be liable for any claims, losses or complaints made or suffered by you as a result of your use of the Services.

3.2 Right of TMAP

TMAP reserves the absolute right to:

(1) not provide you with access to any part of its Services;

(2) refuse you entry into any event or webinar hosted or organised by TMAP as a result of your failure to comply with the reasonable directions of TMAP;

Client Terms and Conditions

- (3) cancel, postpone or reschedule any webinar or event for any reason.

You cannot make any claim (of any nature) against TMAP if it exercises any one or more the rights referred to in this clause 3.2.

3.3 Referrals by TMAP

TMAP may suggest or refer you to third party professionals to assist you. Please note that any relationship with that professional will be a separate relationship strictly between you and that professional and will be subject to the engagement terms of that professional. You cannot make any claim or complaint against TMAP on account of any issues or other matters concerning that professional.

3.4 Referrals by you

If you refer a person as a lead to TMAP in connection with the Services, you warrant that you have sought and obtained the consent of that person to TMAP getting in touch with them.

4 Subscription Period

- (1) Your subscription for the use of the Services continues for the subscription period you have signed-up for unless otherwise terminated earlier in accordance with these Terms (**Subscription Period**).
- (2) The Subscription Period will last until these Terms are either terminated by TMAP as a result of your failure to comply with these Terms, or if you elect to discontinue using the Services by notifying TMAP in writing.

5 Subscription Fees

5.1 Subscription Fees

Before TMAP allows you to use the Services, you acknowledge and agree that TMAP notified you of the fees and charges you need to pay to commence and continue using the Services, and which may take the form of a

once-off payment and/or payment via monthly instalments (**Subscription Fees**).

5.2 Billing information

- (1) You must promptly notify TMAP or update your billing information through the services provided by TMAP if there is a change your account/billing information.
- (2) Should your billing information be incorrect, TMAP may exercise their rights under clause 5.7 and/or clause 10.2.

5.3 Review of Subscription Fees

- (1) The Subscription Fees will be payable each year on the renewal date, being the twelve (12) month anniversary following the commencement of the Initial Period.
- (2) TMAP may, at their sole discretion, increase the Subscription Fees at any time during the course of your Subscription period. TMAP will provide you with at least one (1) months' notice of this change.

5.4 Payment methods

You may make payment of the Subscription Fees through the Site (billing portal by going to billing.teachmeaboutproperty.com.au) or by contacting the TMPA billing team via email on by contacting our billing team billing@teachmeaboutproperty.com.au.

5.5 Refund policy

- (1) TMAP does not offer any form of refund.
- (2) Subject to paragraph (1) above, all Subscription Fees are non-refundable. TMAP does not provide refunds or credits for any partial use or non-use of the Services after the Initial Period.

5.6 GST and other taxes

Unless expressly specified otherwise by TMAP, the Subscription Fees include any GST, taxes, duties, fees or other amounts assessed or

Client Terms and Conditions

imposed by any governmental or regulatory authority.

5.7 Failure to pay

If you do not pay the Subscription Fees or any other fees and charges by the due date for payment, TMAP (at its option) may do any one or more of the following:

- (1) Suspend your use of, and access to, the Services.
- (2) Terminate these Terms.
- (3) Charge an administration fee for late or dishonoured payments, as notified by TMAP from time to time.
- (4) Charge interest at the rate of fifteen percent (15%) per annum on any overdue amount until such time all monies due to TMAP are paid in full.

5.8 Credit use of reference checks and of personal information

- (1) You agree and consent for TMAP to obtain from a credit reporting agency a credit report containing personal credit information about you.
- (2) You agree that TMAP may exchange information about you with those credit providers, including:
 - (a) to assess your creditworthiness;
 - (b) to notify other credit providers of a default by you; and/or
 - (c) to exchange information with other credit providers as to the status of your account, where you are in default with other credit providers.

You understand that the information exchanged can include anything about your creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the *Privacy Act 1988* (Cth).

- (3) You consent to TMAP being given a consumer credit report to collect overdue payment on credit.

- (4) You agree that personal credit information provided may be used and retained by TMAP for the following purposes (and for other purposes as agreed between the Customer and TMAP or required by law from time to time):

- (a) the provision of goods and/or services;
- (b) the marketing of the Services;
- (c) analysing, verifying and/or checking your credit, payment and/or status in relation to the provision of the Services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by you; and/or
- (e) enabling the daily operation of your account and/or the collection of amounts outstanding on your account.

5.9 Hardship

- (1) If you are having difficulties in paying your Subscription Fees and are in need of some support, please reach out to TMAP to see if it can assist you with respect to the payment of your Subscription Fees.
- (2) TMAP, at its absolute discretion, may accept or reject any hardship request depending on your circumstances at the time and offer other options in that respect for you to accept.

6 Disclaimers and limitation of liability

6.1 Limitations

- (1) You acknowledge that any reliance upon any opinion, statement, feedback, advertisement, or other information displayed or distributed through the Site or the provision of the Services is at your sole risk. TMAP reserves the right in its sole discretion and without notice to correct any errors or omissions in any portion of the Site or any part of the Services without any compensation to you.

Client Terms and Conditions

- (2) In that regard, you:
- (a) agree that TMAP will not be liable for any loss or damage suffered by you as a result of your reliance on such material and information, including where errors or omissions have unfortunately been made; and
 - (b) must not make a claim (of any nature whatsoever) against TMAP in relation to any such loss or damage.
- represent they will be fit for and that the Services will correspond with any description.
- (3) Nothing in these terms will be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

6.2 Indirect losses

For the avoidance of any doubt, no material contained within the Site or as part of the Services constitutes professional investment, taxation or legal advice and despite anything else contained in these terms of use and to the maximum extent permitted by law, TMAP is not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future, contingent or consequential (including but not limited to any loss or damage arising from a breach of contract or agreement, tort, or any other basis in law or equity including, but without limitation to, loss of profits, loss of revenue, loss of production, loss or denial of opportunity, loss of goodwill, indirect or remote or unforeseeable loss, loss of reputation, future reputation or publicity, or any similar loss which was not contemplated by the parties) (**Liability**) suffered by you or any third party, arising from or in connection with your use of the Site and/or the content and/or any inaccessibility of, breakdown, compromise of or interruption to or outage of the Site and/or any loss or corruption of data and/or the fact that any content is incorrect, incomplete or out-of-date.

6.3 Limitation of warranties

To the maximum extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute that impose any Liability on TMAP are expressly excluded.

6.4 Australian Consumer Law

- (1) Your purchase of the Services will be subject to certain laws including, without limitation, the Australian Consumer Law.
- (2) The Australian Consumer Law provides You with certain rights that cannot be excluded, including that the Services must be of acceptable quality, reasonably fit for the purpose that We

6.5 Limitation of liability

To the fullest extent permitted by law, the liability of TMAP for any breach of these Terms or the Services arising as a result of the negligence of TMAP or for breach of any conditions or warranty implied these Terms or by law is limited to the amount paid by you under for the Services for the preceding three (3) month period.

7 Intellectual Property

7.1 Ownership

- (1) TMAP is the absolute owner of the Site and all intellectual property and contents of the Site, the Services and any seminars hosted or organised by TMAP (including all photographs, images, graphics, trade marks, video, audio, text and other items) (**TMAP IP**) and are protected by Australian copyright laws and other intellectual property laws.
- (2) You do not have any rights to use the TMAP IP or the Services other than:
 - (a) in accordance with these Terms; or
 - (b) with the prior written consent of TMAP.

7.2 Modifications

All modifications and updates made to any part of the TMAP IP or the Services remains vested at all times in TMAP, regardless of which party suggested, recommended or otherwise made the modification or update.

7.3 Restricted conduct

You must not:

- (1) disclose the TMAP IP (or any part of it) to any person except as permitted by these Terms;

Client Terms and Conditions

- (2) launch or attempt to launch a service or arrangement that is the same or similar to TMAP IP, or which uses any part of the TMAP IP without the prior written consent of TMAP; or
 - (3) do anything that:
 - (a) is inconsistent with TMAP's interest in the TMAP IP or the Services;
 - (b) leads, or may lead, to the value of the TMAP IP or the Services being diminished or otherwise adversely affected; or
 - (c) in the absolute discretion of TMAP, brings the business or reputation of TMAP into disrepute.
- confidential substantially on the terms set out in these Terms;
- (b) to give effect to its obligations under these Terms; or
 - (c) to TMAP's trusted third party service providers.

8.3 Survival

The obligations under this clause 8 survive the expiry or earlier termination of these Terms.

9 No commercial use

- (1) The Site and the provision of the Services is for your personal, non-commercial use only. You are permitted to display, copy, distribute, download and print in hard copy portions of the Site or material provided by TMAP but only for the purposes of:

- (a) obtaining information from TMAP; or
- (b) information sourced for your own personal purposes.

- (2) You must not use the Site, or any of the content provided by TMAP, for commercial purposes, including any advertising or advertising revenue generation activity on your own website or any other platform, without obtaining a licence to do so from TMAP.

10 Termination and suspension

10.1 Suspension

- (1) Your right to use the Services is subject to you complying with these Terms. If you do not comply with these Terms then TMAP may suspend your right to access and use the Services until TMAP is satisfied that you are no longer in default.
- (2) If TMAP suspends your right to use the Services on the basis referred to in clause 10.1(1), TMAP:
 - (a) will try, but is not obliged, to provide

8 Confidentiality

8.1 Confidentiality

A party will not, without the prior written approval of the other party, disclose the other party's Confidential Information other than as expressly allowed under this clause 8.

8.2 Exceptions

A party will not be in breach of clause 8.1 in the following circumstances:

- (1) If it is required to do so by law, a government agency or regulatory authority, by a stock exchange or under legal proceedings.
- (2) If such disclosure is required to be made to its relevant employees, contractors, agents, related entities, solicitors, auditors, insurers, financiers and accountants. Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of these Terms, do not make public or disclose the other party's Confidential Information.
- (3) In the case of TMAP:
 - (a) to any prospective purchaser or investor of the TMAP who agrees to keep any Confidential Information

Client Terms and Conditions

you with prior notice; and

- (b) will not be liable to you for any claim, loss or liability that arises as a result of the suspension of your rights to use the Services.

10.2 Immediate termination by TMAP

TMAP may terminate these Terms immediately if you:

- (1) do not pay any money owed to TMAP by the due date for payment (irrespective of whether TMAP provided notice of that overdue payment or otherwise demanded it);
- (2) breach any provision of this TMAP or any other agreement between TMAP and you;
- (3) you die or become subject to bankruptcy or otherwise lose capacity; or

Client Terms and Conditions

- (4) fail to respond to any query of TMAP relating to the use of the Services for more than one (1) month.

10.3 Termination for convenience

- (1) Subject to paragraph (2), either party can terminate these Terms by giving at least one (1) months' notice to the other party at any time.
- (2) TMAP cannot elect to exercise its rights under paragraph (1) if you have paid the Subscription Fees as a once-off payment.

10.4 Consequence of termination

- (1) Without limiting any right of TMAP with respect to any default by you, you will no longer have access to the Services on and from the date of termination.
- (2) If these Terms are terminated by you under clause 10.3, or is terminated by TMAP as a result of your default, prior to expiry of the Subscription Period then (without limiting TMAP's rights with respect to your default) you will be liable to pay TMAP the unpaid portion of the Subscription Fees for the balance of the

Subscription Period immediately upon demand being made.

11 Site maintenance and updates

- (1) TMAP will perform maintenance and updates to the Site from time to time. This may mean that your access to, and of use of, the Site and the Services is interrupted or disrupted from time to time.
- (2) TMAP will endeavour to provide you with reasonable notice of the conduct of any regular system maintenance, downtimes or updates (but is not obliged to do so).
- (3) There will be times when TMAP will not be able to provide you with any such notice because the maintenance is required to fix an urgent issue or for some other similar reason.

12 Communications and social media restrictions

- (3) This clause 12 continues to apply after these Terms come to an end for any reason.

13

Dispute resolution

- (1) If there is a dispute between the parties in connection with these Terms, then the parties must meet within ten (10) working days to resolve the dispute.
- (2) If the dispute is not resolved within the period referred to in paragraph (1), then any party must request that the president of the Law Society appoint a mediator to attempt to resolve the dispute. Each party must:
 - (a) participate in the mediation in good faith comply with any reasonable requests of the mediator made for the purpose of the mediation; and
 - (b) bear the costs of the mediator in equal proportions.
- (3) All parties must adhere to the dispute resolution procedure set out in this clause 13.

14

General provisions

- (1) You must not distribute, communicate or disseminate any material or information or message on any medium or platform (whether online or offline) which may damage, defame or otherwise negatively affect the reputation of TMAP.
 - (2) You acknowledge that a breach of the above covenant may result in loss and damage to TMAP and the TMAP reserves the right to terminate these Terms and/or seek damages against you.
- (1) No delay or failure by TMAP to enforce its rights or to do anything is to be taken as a waiver of that right. A waiver can only be undertaken where an authorised representative of TMAP signs any such waiver.
 - (2) These Terms, your use of the Site and the Services, are governed by and must be construed according to the law of the State of New South Wales, Australia

Client Terms and Conditions

and the parties submit to the exclusive jurisdiction of the courts in that State.

- (3) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, these Terms or any part of it.
 - (4) The indemnities in these Terms are continuing obligations, independent from the other obligations of TMAP under these Terms and continue after these Terms end. It is not necessary for TMAP to incur expense or make payment before enforcing a right of indemnity under these Terms.
 - (5) TMAP may at any time, assign any of its rights or transfer by novation any of its rights and obligations under these Terms to any person or persons by providing notice to you or otherwise publishing it on the Site. You cannot assign or transfer your obligations under these Terms without prior written consent of TMAP.
-