

EMPOWERED BY DESIGN ABN: 29 141 365 626

Terms & Conditions

These terms and conditions form the basis of the agreement between you and Empowered by Design (ABN 29 141 365 626) (Empowered by Design).

The agreement consists of the following documents:

- These Terms and Conditions;
- The completed Registration Form (includes any Payment Link Forms);
- The Enrolment Package Outline (where applicable); and
- Our Privacy Policy

The Agreement

By signing the Registration Form, paying the Minimum Deposit with a payment plan, or the Full Payment, by signing up online to an Empowered by Design Program Package, you agree to be bound by these Terms and Conditions (Terms') and our Privacy Policy.

We suggest that before you sign the registration form or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them, please ask us.

You should keep a copy of these terms and conditions for your records.

Enrolment and Payment

1. Enrolment in the Empowered by Design Programs is subject to the completion and submission to Empowered by Design of the following:
 - a) Completion of the details in the Enrolment Package Outline including the Registration Form and any pre-program questionnaire (where applicable); and

- b) Payment of the Minimum Deposit, or if applicable, a Paid in Full Payment.
2. Completion of the pre-program questionnaire (where applicable) provides information about you which enables Empowered by Design to:
 - a) Ensure your suitability for enrolment in the selected Program;
 - b) Confirm your intention to commit to this Agreement for the full term;
and
 - c) If applicable, tailor the selected Program to your specific needs.
3. Payment for the selected Program may be made either by a Paid in Full Payment at the time of enrolment, or by way of a Payment Plan.
4. The pricing for all Program Packages is outlined in the Enrolment Package Outline and pricing may be updated by Empowered by Design at any time.
5. The price does not include travel or accommodation costs associated with any Event included in the selected Program and does not include any costs associated for on-site delivery of program.
6. The Paid in Full price for any selected Program is lower than the corresponding price for the same selected Program with a payment plan. This difference in pricing acknowledges the lower administration required from a Paid in Full payment.
7. If you do not make a Paid in Full Payment prior to the date for final payment outlined in the Enrolment Package Outline, then you will be charged the Payment Plan price for the selected Program.
8. You acknowledge that if you are responsible for the payment of fees and charges for the entire course of the selected Program, regardless of

whether you actually attend or complete the Program and the work involved in the Program and regardless of whether you have selected a Paid In Full Payment or Payment Plan. No refunds will be issued, and all payments must be made. If a payment remains outstanding for greater than 30 days, the balance for the remainder of payments becomes due immediately and an invoice will be issued for the full amount.

9. Payment Plans will be approved subject to you providing us your credit card or debit card details for payments on the date of completing the Registration Form.
10. Where you have selected to pay by Payment Plan, the first installment will be payable at the time of completing the Registration Form together with the deposit unless otherwise agreed.
11. Intake periods for certain Programs, may be seasonal and commence in certain months of the year. In the event that numbers have been exceeded for your required intake period, you will be admitted into the next available intake period.
12. Your enrolment in the selected Program may not be resold, transferred or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods and services, either by the original purchaser or any subsequent bearer without the prior written consent of Empowered by Design and other than in accordance with the conditions set out in this agreement. If an enrolment in a selected Program is sold, transferred or used in breach of this clause, the enrolment may be cancelled without a refund and the bearer of the enrolment may be refused admission to the selected Program.

- a) Upon completion of your registration you will nominate the specific date for attending the Program.
- b) Upon registering and confirming the date of your Program and if no reasonable reason has been given to transfer dates or you do not show up, there will be a transfer/no-show fee. This fee is payable if changed within 7 days of the scheduled date or if you do not attend your scheduled date. The fee of \$200 is payable each time you change your date or do not attend a chosen date.

Cooling off Period

13. If you choose to cancel your enrolment for any reason within 7 days of signing the Registration Form (the 'cooling-off period'), then we will refund you the total amount paid to us minus your minimum deposit. The minimum deposit varies for respective programs and is non-refundable. The minimum deposit covers all intellectual property bonuses taken on the day of registration including books, USB or downloaded just after registration, and any pre-program assessments. If there is a change of mind within the 7-day cooling off period, the balance of the Program does not fall due. The deposit will remain as a credit that can be used towards future paid Programs. (Please refer to clause 35 for further information on your credits).
14. The cooling off period commences on the date of signing the Registration Form or when the total Minimum Deposit is paid.
15. Notice of cancellation within the cooling off period must be given by email to info@empoweredbydesign.com.au with "Cooling Off Cancellation" in the subject line of the email.

16. Refunds claimed within the cooling off period will be approved within 7 days and processed within 10 working days of being approved by Empowered by Design.
17. After the expiry of the cooling off period, cancellations will not be accepted for any reason.

Payment for Enrolments – Payment Plan Option

18. Payments are in equal instalments as set out in the Enrolment Package Outline / Registration Form / Payment Links and must be paid each period when they become due. Interest Free Payment plans may be organised through selected finance providers (e.g. AfterPay or Payright) are bound by the terms and conditions set out by these finance providers. If you have applied for a payment plan agreement with these finance providers and your account has been activated, you are bound to the contractual terms of your agreement with the finance providers. Any payment arrangements from the date of activation will be between you and the finance providers, not Empowered by Design.
19. Changes to an Empowered by Design Payment Plan are at the absolute discretion of Empowered by Design. Any request for changes to a Payment Plan must be sent in writing to info@empoweredbydesign.com.au
20. If your credit card or debit card details change, you must notify Empowered by Design of your changed credit card or debit card details by sending an email to info@empoweredbydesign.com.au not less than 10 days prior to the next scheduled payment date.
21. If a payment under a Payment Plan is declined by your bank or credit card provider, Empowered by Design reserves the right to charge you

for any merchant processing fees or penalties incurred by reason of the declined payment.

22. If Empowered by Design is unable to recoup payments payable by you under a Payment Plan by reason of cancellation of your credit or debit card, Empowered by Design reserves the right to issue an invoice to you for the balance of all monies due for the selected Program.

Outstanding fees

23. In the event that Empowered by Design must issue an invoice in accordance with clause 8 or 22 above, and monies remain outstanding for over 30 days, Empowered by Design reserves the right to:
- a) Charge interest on all money outstanding in accordance with the General Interest Charge as published by the Australian Taxation Office from time to time;
 - b) Report the fact of the non-payment of the invoice to a credit reporting agency; and
 - c) Assign the right to enforce any debts due to it to a third party, without further consultation to you.
24. You agree to indemnify Empowered by Design from and against all costs and disbursements incurred by Empowered by Design in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and client basis, Empowered by Design's collection agency costs, and bank dishonour fees.

Refunds and termination.

25. Occasionally we may need to cancel a Program. We will make every effort to reschedule your selected Program. However, in the rare and unlikely event of a cancellation without reschedule, a full refund will be

paid within 10 working days of notice of cancellation. Empowered by Design will have no further liability to participants in respect to cancellation without rescheduling.

26. After the cooling off period set out in clause 13 has expired, subject to clause 27 below, no refunds will be given, regardless of whether or not you have participated in the selected Program, attended any event or completed any activities.

27. If you are on a Payment Plan and request to terminate your participation in the selected Program due to unforeseeable personal circumstances (terminal illness, death of a family member, extreme financial hardship) that prevent you from completing your program, you must give 14 days' notice in writing to info@empoweredbydesign.cim.au

- a) To qualify for terminal illness, a medical certificate will need to be provided.
- b) To qualify for extreme financial hardship, a letter from your banking institution should be provided that you cannot meet the expenses for your family like rent/mortgage, utilities, food, transportation, and health-related expenses (doctors' visits and medication).

28. Acceptance or rejection of requests for termination is entirely within Empowered by Design's sole discretion. If we accept your request for termination, no further payments will be deducted, and no refund will be issued in respect of payment for previous months or part thereof.

Your commitment

29. By signing this Agreement, you agree that you will:

- a) Participate in the activities and perform the tasks assigned to you by Empowered by Design as part of your mentorship process;

- b) Commit for the full duration of the selected Program;
- c) Complete all mentorship and learning sessions included in the selected Program; and
- d) Commit to practice and continue to apply the learnings daily.

30. By signing the Registration Form, you agree that we may, at our sole discretion, terminate this agreement and limit, suspend or terminate your participation in the selected Program without refund of payments made if you:

- a) Breach these terms;
- b) Become disruptive or difficult to work with;
- c) Fail to follow the guidelines of the program; or
- d) Impair or otherwise interfere with the participation of our instructors or any other Participant in the program.

31. We respect your confidential and proprietary information, ideas, plans and trade secrets (“Confidential Information”). Accordingly, you agree to:

- a) keep confidential and not disclose to any person any Confidential Information belonging to any other Participant in the program;
- b) not infringe the copyright, patent, trademark, trade secret or other intellectual property rights of any other participant or Empowered by Design.
- c) only use the Confidential Information of any other participant for the purposes of discussion during the program.

32. You acknowledge that by entering this agreement, you represent to Empowered by Design that payment of the fees for your selected Program will not place a significant financial burden on you or your family.

33. If you hold credits with Empowered by Design, your credits will be held with Empowered by Design for a period of 12 months (1 year). During this time, you can transfer your credits to a non-Empowered by Design client or use your credits towards any Empowered by Design program or services that are provided. After 12 months (1 year), your credits will no longer be available for you to use.

Disclaimer and disclosure

34. We do not offer a guarantee that you will achieve the same or similar results as represented. Your success depends on many factors, including your background, dedication, participation, commitment, desire, and motivation.

35. The information provided during or in relation to any event, online or in-person, including any masterclass is for general purposes only and it does not purport to be comprehensive or to render specific results in skills, or any financial or legal advice. The information provided during or in relation to the event should not be regarded as absolute outcomes in skills, or any financial or legal advice. You should always seek independent legal and/or financial advice specific to your needs from a qualified practitioner before making business, personal and professional decisions. This disclaimer does not purport to exclude any warranties implied by law which may not be lawfully excluded.

36. You acknowledge that there is an inherent risk in any understanding or activity and agree there is no guarantee that you will achieve specific results because of your participation in the selected Program. You agree that Empowered by Design, its owners, directors, principals, employees and representatives, will not be liable for any losses that may arise out

of any business, personal or professional decision made by you at any time.

37. You acknowledge that we may pay commissions or referral payments to third parties arising from this agreement.

38. If the selected Empowered by Design Program is prevented or cancelled due of an unforeseeable act of God, an inevitable accident, fire, blackout, flood or any other calamity, or if by reason of strikes, or lockouts, pandemics or any other events beyond the direct control of the organiser, then we may reschedule the selected Program or convert any in-person session to on-line sessions.

Intellectual Property

39. All material relating to Empowered by Design Packages and selected Programs are subject to copyright and other intellectual property rights. The copyright in all such materials remains the property of their respective owners and may not be recorded, used or reproduced, without the express written permission of the copyright owner. You agree not, at any time, to do anything that would infringe the intellectual property rights in such materials.

40. You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that Empowered by Design will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

Indemnity

41. You agree to fully indemnify and keep indemnified Empowered by Design in respect of:

- a) any Losses suffered by any person; or
- b) any claim made against Empowered by Design, including but not limited to all costs on an indemnity basis;

by reason of your negligence or breach of these terms or arising out of any circumstance relating to your participation in the selected Empowered by Design Program.

General

42. The laws of the state of Western Australia govern this agreement.

43. Should any part of this agreement be determined by a court to be invalid or unenforceable, the remainder of the agreement will be unaffected.

44. The failure of Empowered by Design or any third party supplier to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

45. This agreement may not be varied except with the written approval of a director of Empowered by Design.

46. All terms, conditions and warranties implied by statute that are excludable are excluded from this agreement. Such terms, conditions and warranties implied by statute that are not excludable are not excluded from this agreement but our liability for breach of such conditions and warranties implied by statute that are not excludable is limited to the total amount paid by you to Empowered by Design under this agreement.

47. No Services will be recorded or reproduced, in any manner or by any means whatsoever, unless there is a specific written amendment to this Agreement, initialed by Empowered by Design, relating to and permitting such recording or reproduction. Where a recording is agreed upon, a copy will be made available to Empowered by Design.

48. This Agreement supersedes all prior discussions, representations, negotiations and understandings and states all the terms of the agreement between the parties in respect of its subject matter. By signing the Registration Form, you agree to the Enrolment Package Outline and the selected Program and this Agreement and the Terms & Conditions herein.

Contact Us

If we can be of any assistance to you, our contact details are:

EMPOWERED BY DESIGN ABN: 29 141 365 626

www.empoweredbydesign.com.au

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