

1. ACCEPTANCE

- 1.1. These Terms and Conditions are between Talent 100 Pty Ltd ABN 66 131 326 139, (referred to as “we”, “us” or “our”) and you, the person 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 Enrolment Agreement. You accept the Enrolment Agreement and these Terms and Conditions by:
 - (a) signing and returning the Enrolment Agreement (either electronically via Docusign or otherwise); or
 - (b) completing and returning the Direct Debit Request form; or
 - (c) completing your enrolment via the online enrolment application on the Site; or
 - (d) paying any Upfront Payment 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 Pricing table, (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. In the case of any inconsistency between the Summary of Key Terms and this document, this document will prevail.
- 1.4. We will not commence performing the Services until you have signed and returned the Enrolment Agreement and Direct Debit Request Form or completed your enrolment on the Site.

2. OUR SERVICES

- 2.1. Talent 100 is a private secondary school tuition company. We agree to perform the Services with due care and skill.
- 2.2. We will provide the Services for the period set out in the Enrolment Agreement 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.
- 2.3. We will also provide you access to Revision and Acceleration Programs offered throughout your school holiday periods. Such programs are subject to a maximum and minimum capacity set at our discretion and we reserve the right to open and close classes subject to enrolment demand and Mentor availability.
- 2.4. We provide the Services to you using our employees, contractors and third party providers, and they are included in these Terms.
- 2.5. 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.
- 2.6. All Classes (termly, revision and acceleration) and Tutorials are subject to a maximum and minimum capacity set at our discretion and we reserve the right to open and close classes subject to demand;
- 2.7. Should you miss your regular scheduled class, we will provide you one make-up class per term, provided there is an alternative Class in which a seat is available in the selected subject in the same learning week.
- 2.8. We will provide you access to our online resources via our

online student portal at my-mentor.com.au. All online materials are subject to Intellectual Property rights and restrictions, in accordance with clause 6, INTELLECTUAL PROPERTY. Your access to the My Mentor Website will cease at the end of your enrolment period.

- 2.9. Students in years 7-12 will have access to our small group Tutorials (up to 4 students) depending on Course Program selection. Year 11 & 12 enrolments in Maths, Physics, Chemistry and Biology are entitled to 4 one-to-one tutorials per term. Any unused tutorials expire at the end of each Term and cannot be rolled over to the next Term.
- 2.10. Tutorial bookings are dependent on class and Mentor availability in each centre and must be booked online through the My Mentor website or via Student Services at least 24 hours in advance. Talent 100 does not guarantee that your preferred tutorial time or Mentor will be available. Failure to attend booked tutorials may result in the suspension of your tutorial allocation.

3. ENROLMENT FEES, SERVICE PERIOD & PAYMENTS

- 3.1. In consideration for the Services provided, you agree to pay the Fees set out in the Enrolment Agreement for the Service Period. All amounts are stated in Australian dollars and include GST (where applicable). Credit card transactions will incur a 1.5% credit card surcharge on the transaction amount.
- 3.2. You may pay for the Services either as:
 - (a) **Term Payment Option** - You pay for your course over four termly instalments. Your First Payment will be directly debited from your nominated bank account or credit card on the First Payment Date outlined in Clause 3.6. The remaining instalment payments for each Term will be directly debited on the dates outlined in Appendix 1.
 - (b) **Upfront Yearly Payment Option** - You pay for the Course Fees in full upfront which will be directly debited from your nominated bank account / credit card on the First Payment Date outlined in Clause 3.6.
- 3.3. **Pro-rata Fees.** If your Commencement Week is after the first week of a term and you elect the Term Payment Option, your initial term payment will be calculated on a pro-rata basis on how much of that term remains. If you elect the Upfront Yearly Payment Option, your payment will be pro-rated based on how much of the year remains. The enrolment fee will be calculated based on your Commencement Week not from the end of the Trial Period.
- 3.4. **Trial Period.** All new student enrolments are entitled to attend two lessons per course over two consecutive weeks to trial the Services offered (**Trial Period**). Your First Payment will only be processed after the Trial Period has been completed.
- 3.5. **Discontinuation after Two Week Trial.** You are entitled to terminate your enrolment after the Trial Period by giving Notice in writing at least by the first Tuesday immediately following the end of your Trial Period. New enrolments are entitled to discontinue from the Course WITHOUT CHARGE, subject to providing Notice by this date. If, under extenuating circumstances Talent authorises you to discontinue outside of this period, you will be charged a disenrolment fee of \$250, payable at Talent's absolute discretion.
- 3.6. **First Payment Date.** Subject to Clause 3.4, 3.5, we will process your First Payment per your Enrolment Agreement and Direct Debit request on the Wednesday following the completion of your Trial Period.
- 3.7. **Installment payments under Term Payment Option.** If you elect to pay for the Fees in instalments per term by direct debit, you agree that

- (a) such payments are subject to the Direct Debit Terms contained in the IntegraPay DDR Service Agreement which are attached to these Terms;
 - (b) such payments will be deducted on the dates specified in Appendix 1 of these Terms according to the Enrolment Agreement, as payment for the following term;
 - (c) 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;
 - (d) on the drawing date there is sufficient cleared funds in the nominated bank account/credit card to pay the Fees.
- 3.8. 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.
- 3.9. **Unpaid fees.** If an installment payment is unpaid for more than 7 days we reserve the right to stop providing the Services to you until we receive payment. This means that you will be suspended from Classes until payment of the Invoice has been received.
- 3.10. If your enrolment is suspended by Talent 100 due to default on payment, you are still liable to pay in full any outstanding invoices. We reserve our rights to collect unpaid enrolment fees and any dishonour fees charged by IntegraPay for failed direct debit transactions.

4. DISENROLMENT, CREDITS AND REFUNDS, TERMINATION

- 4.1. **Disenrolment (Term Payment Option).** If you wish to cancel your enrolment (and associated direct debit authorisations) before the Completion Date, you must give Notice at least 7 days prior to the next Direct Debit Billing Date, as outlined in Appendix 1. All requests to disenrol must be made in writing through giving Notice.
- 4.2. If, in extenuating circumstances, Talent authorizes you to disenrol outside of the Notice Period, you will be charged a Disenrolment Fee of \$250. This authority will be provided by Talent 100 in its sole discretion.
- 4.3. **Disenrolment (Upfront Yearly Payment Option).** All upfront yearly payments are non-refundable except in extraordinary circumstances where you are unable to attend the Program in full due to medical or emergency reasons. Talent will assess each case objectively and may apply credits or refunds back to you at our absolute discretion. Any refund will be subject to a Disenrolment Fee of \$250.
- 4.4. **Termination.** Either Party may terminate these Terms, if there has been a material breach of these Terms by the other Party.
- 4.5. We may terminate these Terms immediately, at our sole discretion, if:
- (a) you commit a non-remediable breach or 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;
 - (b) we consider that a request for the Services is inappropriate, improper or unlawful;
 - (c) you continue to display inappropriate behaviour after receiving warnings from us;
 - (d) 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 1.
- 4.6. 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.

- 4.7. 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.

5. YOUR OBLIGATIONS

- 5.1. **Attendance:** You agree to attend your scheduled class in your Course Program on the scheduled time and day in which you are enrolled, as set out in your Enrolment Agreement. Talent 100 is not responsible for students making their way to and from class and/or tutorials, or outside of the premises.
- 5.2. **Tutorials.** You may book and attend tutorials via my-mentor.com.au. You are expected to prepare materials and questions for the tutorial, which will only cover the topics within your enrolled subjects. If you book and do not attend your scheduled tutorial, we reserve the right to suspend you from booking future tutorial sessions. Tutorials bookings are capped at 10 per term (Years 7-12).
- 5.3. **HSC and ATAR Results.** 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.
- 5.4. **Behaviour.** 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 may be asked to leave the class and we reserve the right to cancel your enrolment if the inappropriate behaviour persists.
- 5.5. **Non-solicit:** You warrant that you will not employ, induce or attempt to employ any Mentor 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.
- 5.6. **Our Intellectual Property:** 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 6, OUR INTELLECTUAL PROPERTY, to any other party. You are responsible for maintaining the confidentiality of any log-in credentials provided to access online materials and agree to notify us if you suspect unauthorized use of your account.
- 5.7. **Publicity:** You consent to us using advertising (including advertising the student's name, exam results videos and photographs) for promotional purposes or publicly announcing that we have provided Services to you unless otherwise notified in writing by you.
- 5.8. **Confidentiality.** 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.

6. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 6.1. 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.

- 6.2. 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.
- 6.3. 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.
- 6.4. You must not breach our Intellectual Property rights by, including but not limited to:
 - (a) altering or modifying any of the Materials;
 - (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.
- 6.5. 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).
- 6.6. 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**.

7. GENERAL OBLIGATIONS

- 7.1. **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.
- 7.2. **Email / SMS:** You acknowledge that we are able to send electronic mail and / or SMS to you (and/or your parents or guardian).
- 7.3. **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.
- 7.4. **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.
- 7.5. **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.
- 7.6. **Notice:** Any notice required or permitted to be given by you under these Terms will 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/> or email to support@talent-100.com.au.
- 7.7. **Jurisdiction & Applicable Law:** These terms are governed by the laws of New South Wales.
- 7.8. **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.

8. DEFINITIONS

- 8.1. Unless otherwise defined herein or the context otherwise requires, capitalised terms used in these Terms will have the following meanings given to them.

Business Day means a day which is not a Saturday, Sunday or bank or public holiday in New South Wales, Australia.

Commencement Week is set out in the Enrolment Agreement and reflects the first week you are enrolled in your Course.

Completion Date is set out in your Course Schedule and Enrolment Agreement.

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".

Direct Debit Billing Dates are set out in the Appendix 1.

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.

Fees is set out in the Enrolment Agreement.

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.

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.

Notice Cut-off Date is set out in the Appendix 1.

Enrolment Agreement means the final written Enrolment Agreement entered into between you and us in relation to the provision of Services.

Services means the education tuition services we provide as set out in the Enrolment Agreement.

Service Period means the duration of the selected course program schedule as set out in the Enrolment Agreement.

Term means a Talent 100 Academic term during a school year.

Updated: October, 2019

APPENDIX 1: Instalment Direct Debit Billing Dates

ENROLMENT PERIOD	DISENROLMENT NOTIFICATION DEADLINE	BILLING DATE FOR UPCOMING TERM ENROLMENT
Term 1, 2020	Monday, 6th January 2020	Monday 13th January 2020
Term 2, 2020	Monday, 30th March 2020	Monday, 6th April 2020
Term 3, 2020	Monday, 29th June 2020	Monday, 6th July 2020
Term 4, 2020	Monday, 28th September 2020	Monday, 5th October 2020

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
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