

Terms of Use

1. Terms

By accessing the Agency Business School ("the School") ABN 51 621 497 621 business names registered under Second Innings Academy Pty Ltd in Melbourne - Australia, you agree to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. This school's materials are protected by applicable copyright and trademark laws.

2. ABS The Lab Membership Aka ABS Membership

2.1. Your ABS membership will continue until terminated. To use the ABS service you must have Internet access to access ABS Central platform which runs on Mighty Networks, and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through your account with a third party. Unless you cancel your membership before your billing date, you authorize us to charge the membership fee for the next billing cycle to your Payment Method (see "Cancellation" below).

2.2. We may offer a number of membership plans, including memberships offered by third parties in conjunction with the provision of their own products and services. Some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

3. Promotional Offers.

We may from time to time offer special promotional offers, plans or memberships ("Offers"). Offer eligibility is determined by ABS at its sole discretion and we reserve the right to revoke an Offer and put your account on hold in the event that we determine you are not eligible. Members of households with an existing or recent ABS membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent ABS membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other

communications made available to you.

4. Billing and Cancellation

4.1. Billing Cycle. The membership fee for the ABS service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan or if your paid membership began on a day not contained in a given month. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it for up to approximately one month of service as soon as you register.

4.2. Payment Methods. To use the ABS service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated with your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used. Check with your Payment Method service provider for details.

4.3. Updating your Payment Methods. You can update your Payment Methods by emailing us at Jag@team.agencybusinessschool.com

4.4. Cancellation. You can cancel your ABS membership at any time by emailing us at Jag@team.agencybusinessschool.com. Your membership will be cancelled within 24-48 hours of your cancellation request. You will lose all access to ABS Central Platform after your membership is cancelled. Once your cancellation request is processed, your account will be removed from ABS

Central. There will be no refund for the payment made before the cancellation request. Your account will not be charged going forward after we've processed the cancellation request.

4.5. Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. You have the right to reject and cancel your subscription if you wish to do so.

5. Use License

1. Permission is granted to temporarily download one copy of any downloadable materials on the School's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
 - i. modify or copy the materials;
 - ii. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
 - iii. attempt to decompile or reverse engineer any software contained on the School's web site;
 - iv. remove any copyright or other proprietary notations from the materials; or
 - v. transfer the materials to another person or 'mirror' the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Company at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

6. Disclaimer

The materials on the School's website are provided 'as is'. The School makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, the School does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use

of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

The information contained in the programs is of a general nature, and for information & education purposes ONLY. It does not comprise financial or investment advice. Use of, or reliance on, the Content is entirely at your own risk. Before making any investment decision you should seek independent legal, financial and taxation advice

7. Limitations

In no event shall the School be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the School's website, even if the School or an authorized of the School has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

8. Revisions and Errata

The materials appearing on the School's website may include technical, typographical, or photographic errors. The School does not warrant that any of the materials on its web site are accurate, complete, or current. The School may make changes to the materials contained on its web site at any time without notice. The School does not, however, make any commitment to update the materials.

9. Links

The School has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the School of the site. Use of any such linked website is at the user's own risk.

10. Site Terms of Use Modifications

The School may revise these Terms of Use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms of Use.

11. Governing Law

Any claim relating to the School's website shall be governed by the laws of the School Owner's home jurisdiction without regard to its conflict of law provisions.

12. Everest Coaching Clients [Excluding ABS Thinker's Lab Memberships]

For all coaching/mentoring clients of the School agreeing to be bound by the following conditions.

- Pay all the coaching fee in advance
- Cooling off period - You may withdraw from this agreement without penalty or obligation by giving notice within 3 days (inclusive of weekends and public holidays) of the date on the agreement. [Excluding ABS Community Memberships]
- Right of Refusal - The School reserves the right to send a participant home for any reason it deems appropriate. In such case, there will be no refund for meals, transportation, lodging or other relative incidental costs.
- Providing 24hr notice for any appointment cancellation & reschedule failure to do so will result in the full fee being charged for the missed session.
- Follow up and perform any work assignments set by the School coaches
- Coaching is NOT counselling, psychotherapy or any mental health service. If you are under the care of a mental health professional you have confirmed that and discussed this with a mental health professional.
- You understand and agree that you are fully responsible for your wellbeing during the coaching sessions, including your choices and decisions.
- Coaching is a comprehensive process that may involve all areas of your life, work, finances, health, relationships, education and recreation. You acknowledge that deciding how to handle these issues and implement your choices is exclusively your responsibility.
- All information you disclose is bound by a clause of confidentiality and will not be disclosed by the coach to any persons except in rare circumstances by a court order upon a crime being committed or if there is significant reason for the coach to believe you will harm another person or persons.
- Coaching is not to be used in lieu of professional and/or financial advice. You will seek professional guidance for legal, medical, financial, business, spiritual, health or other matters. The coaching is based around how to use your mind effectively for business purposes.
- You understand that all decisions in these areas are exclusively yours. You agree to defend, indemnify, and hold harmless

- the school from and against any and all suits, proceedings, claims, losses, and damages (including lawyer's fees) related to any breach by you of this agreement, and any claim by a third party that arises from your breach of this agreement.
- You have read through and understood the terms of this contract and agree to abide by them for the purposes of this coaching agreement with the School
- You authorise the School to keep and deduct the amount specified from your credit card
- Refund - the School DOES NOT offer refunds. We offer the ability to cancel most ongoing services at any time.
- Tax - For Company events occurring in locations that charge Vat, GST, Sales Tax, or other applicable tax, such taxes may be charged to the participant in accordance with local government tax regulations.
- Failure to attend a registered event / coaching call / LIVE session without prior written notification as stated above, will result in the forfeiture of payments collected
- In the event of you hiring or using products or services listed on our website that are not delivered and/or invoiced entirely by the School, including and not limited to third parties, people who may advertise with or without our knowledge on our website, for instance but not limited to the for sale/for hire, the resources coaches and experts areas, and any other relevant areas of the School, you are to pursue any refund, complaints, claims or any other matter directly with the provider: we do not take any responsibility and strictly refuse any involvement in those matters. You are not allowed to make any claims or complaints in relation to those products and services except directly with the provider and we will not assist you with any of those matters and certainly not take any financial responsibility. If you are not satisfied with that clause, please either do not use our School, or do not engage in any transaction, dealings, reading, viewing or else with any members, experts, resources or else from the School except the information that is clearly branded, delivered and invoiced by the School. If you have any doubts please ask us for confirmation prior to making any decision or transaction. Please see our Terms of Use for other details in regards to disclaimers and liability limitations and about you doing proper due diligence before you make decisions.
- The School and associated entities reserves the right to amend this refund and cancellation policy without notice.
- If you default in payment of any amount due and owing to the School, you shall indemnify the School from and against all the School's costs and disbursements, including legal costs on an indemnity basis or on a solicitor and own client basis whichever is the higher and in

addition all of the School's nominees' costs of collection inclusive of debt collection and agency fees and commissions.

- At the School's sole discretion, payment by approved students may be made by way of payment plan ("payment plan"). If you enter into a payment plan:
 - I. You must pay the installments in the amounts and frequency as stipulated on the overleaf.
 - II. Unless otherwise stipulated by the School, a minimum deposit of 10% must be paid on acceptance of this agreement. If we do not receive a deposit on the date of acceptance, the agreement is immediately terminated.
 - III. Should you default on the payment plan as outlined on the overleaf, the full amount of the Services immediately becomes due and payable by you to the School.
 - IV. In the event the overleaf has not been completed, you agree the Services must be paid within 12 months from the date of this agreement. You must make equal monthly payments of the total cost of the Services, ensuring the total cost of the Services is paid within 12 months.

10. Video & Audio Content

The School may contain one or more videos and/or audio recordings (individually and collectively hereinafter referred to as the "Recordings"). This section describes our respective rights and responsibilities with regard to the Recordings.

Recordings Are For Educational And Informational Purposes Only

All Recordings are to be watched and/or listened to for informational and educational purposes only. Recordings are not intended to provide specific legal, financial, tax, physical or mental health advice, or any other advice whatsoever to you, any other individual or company, and should not be relied upon in that regard. Any products or services described in the Recordings are only offered in jurisdictions where they may be legally offered. Information provided in Recordings is not all-inclusive, is limited to information that is made available, and such information should not be relied upon as all-inclusive or accurate.

Embedded Recordings From External Social Media Sites or other sources Not Owned By Us

Some of the Recordings embedded for your viewing and listening pleasure are hosted on social media websites not owned by us. This may include, but is not limited to, sites such as YouTube.com (individually and collectively, the “Third Party Social Media Sites”).

We make no claim to the intellectual property rights of the owners of Third Party Social Media Sites. We also make no claim to the intellectual property rights of third party creators of Recordings hosted on Third Party Social Media Sites. Our embedding of such Recordings on this website is done pursuant to applicable licenses to do so granted by the Third Party Social Media Sites.

Embedding Recordings on this website does not create an association, agency, joint venture, or partnership between us and the owners of the Third Party Social Media Sites or impose any liability attributable to such a relationship upon either party.

Recordings are only provided for your convenience. We do not control or guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that Third Party Social Media Sites may track your viewing and listening habits.

If Recordings embedded on this website were created by us but are hosted on Third Party Social Media Sites, we retain all intellectual property rights for such Recordings except to the extent we granted a license to Third Party Social Media Sites to the Recordings. The hosting of these Recordings by Third Party Social Media Sites does not grant you any rights to such Recordings except to the extent provided under the applicable licenses those sites grant to viewers and listeners of Recordings they host on their websites.

Embedded Recordings Owned By Us And Hosted On Our Servers Or Third Party Servers Excluding Third Party Social Media Sites

Some of the Recordings embedded for your viewing and listening pleasure may be created by us and hosted on our servers or third party servers. This may include, but is not limited to cloud hosting services from Vimeo.com, YouTube.com or others but excludes the Third Party Social Media Sites described above.

We own the copyrights and all other intellectual property rights for these Recordings unless otherwise expressly noted. We make no claim to the intellectual property rights of the owners of third party servers who by contractual agreement are hosting our Recordings for us.

Hosting our Recordings on third party servers does not create an association, agency, joint venture, or partnership between us and the owners of those servers, or impose any liability attributable to such a relationship upon either party.

Recordings only provided for your convenience. We do not guarantee the accuracy, completeness, relevance, or timeliness of any information contained in the Recordings. You should know that we and/or the owners of third party servers hosting the Recordings may track your viewing and/or listening habits.

Personal Non-Exclusive Revocable Non transferable License

When you watch or listen to the Recordings on this website, you understand and agree that you are doing so pursuant to a personal non-exclusive revocable non-transferable license from us to do so.

The Recordings remain the sole and exclusive property of their respective owners, which retain all rights thereto. You understand and agree that the Recordings may not be resold by you or otherwise distributed with or without consideration. You will not make the Recordings available to any third party. You may not reproduce or summarize any of the Recordings in any manner.

You agree to destroy any of the Recordings cached on your computer or otherwise in your possession within 24 hours of watching or listening to said Recordings. Notwithstanding this provision, you agree to immediately destroy any Recordings in your possession upon material violation of the terms and conditions contained in this document, or upon request by us that you do so.

Broken Or Obsolete Recordings

We review our website periodically for broken or out-of-date Recordings. Any and all Recordings may be posted, altered, or removed at any time. To report problems with Recordings on our website, or for more information, please send an email to Jag@team.agencybusinessschool.com

Licensee Status

You understand and agree that your use of our website is limited and non-exclusive as an individual non transferable revocable licensee. We may, within our sole discretion, terminate your license to use our website, and access to our website, for any reason or no reason whatsoever, and without giving you notice.

Content Ownership

All content on our website is owned by us or our content suppliers. On behalf of ourselves and our content suppliers, we claim all property rights, including intellectual property rights, for this content and you are not allowed to infringe upon those rights. We will prosecute to the fullest extent of the law anyone who attempts to steal our property.

You agree not to copy content from our website without our permission. Any requests to use our content should be submitted to us by email to Jag@team.agencybusinessschool.com

If you believe that your intellectual property rights have been infringed upon by our website content, please notify us by sending an email to Jag@team.agencybusinessschool.com

Please describe in detail the alleged infringement, including the factual and legal basis for your claim of ownership.

11. Modifications and Termination

The above terms, conditions and policies may change from time to time. If such changes are made, they will be effective immediately.

Mailing Address: PO Box 4370, Springfield, QLD 4300, Australia

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