

# **PUBLIC CONTRACT**

## **for the provision of Information and Consulting Services**

### **1. GENERAL PROVISIONS**

1. This Public Contract is a public offer (hereinafter the "CONTRACT") of Academy of Private Investor PTY LTD. (hereinafter "CONTRACTOR") and contains essential terms of provision of information and consulting Services.
2. In case of the acceptance of the offer under the following terms and full payment for the services (the "ACCEPTANCE"), the legal or person who is accepting the Offer becomes the Customer.
3. Full and unconditional acceptance of the offer is deemed as the Customer pays in full for the Information and Consultancy Services under the terms of this Offer.
4. The following terminology of this Offer is used:

**Website** - a set of Web pages located on the Internet server, composed by a single topic, design and a common address of domains, including but not limited to the following domain name <https://academyofprivateinvestment.com>

**Online course** - informational and consulting services provided by the Contractor to the Customer. The Services are provided by the Contractor by posting in a private section of the Site training platform material (text, audio, video, live or recorded webinars) and tasks for the Customer aimed at obtaining information and skills while the course program taking, according to the schedule drawn up by the Contractor, as well as other information support for the Customer during the course;

**Webinar** - information and consulting services rendered by granting the Customer an access to a recording of lectures on the Internet or to an online broadcast of the classes on the selected topic.

**Unique Key** - a unique hypertext link, login and password for the authorization to gain an access to the Online Course.

### **2. THE SUBJECT**

1. The subject of this Contract is the provision of Informational and Consultancy Services to the Customer on a fee basis and in the form of online courses (hereinafter the "Services").
2. Participation in the Online Course is carried out by an online watching (through the Internet) of the videos and other materials of an Online Course and by fulfilling the Contractor's tasks, if such are part of the course program.
3. The Online Course program and the Webinar titles, schedule, duration, other terms and conditions may be published on the Contractor's website: <https://academyprivateinvestment.com>
4. The Contractor has the right to amend the schedule of webinars and the terms of this Contract unilaterally at any time without prior Contract with the Customer, ensuring that the amended terms are published on the website <https://academyprivateinvestment.com/en>, at least one (1) day before they come into effect.
5. The Contractor is authorized to provide the Services either in person or by the engagement of the third parties.
6. The technical requirements for the operating system, software, hardware and Internet channel of the Customer to participate in the Webinar are:
  - The latest Internet browser;
  - Speakers, headphones or integrated speaker.

### **3. TERMS OF SERVICES PROVISION**

1. The Services under this Contract are provided by the Contractor under the condition of a 100% payment of the price of the Services by the Customer.
2. The Customer acquires Informational and Consultancy courses on the following Contractor's website: <https://academyprivateinvestment.com>.
3. After the payment for the Services is made under this Offer the Contractor sends the Unique Key to the e-mail address of the Customer he specifies.
4. If the Customer fails to pay for the Informational and Consultancy Course, the Contractor has the right to cancel the Customer's application for access.
5. Upon the provision of the Services is finished the Contractor shall send an electronic certificate to the Customer, which is an internal document of the Private Investor Academy.
6. This Contract has the force of the Acceptance Act for the services provided. The services are deemed to be provided and accepted at the moment of sending the Unique Key. The absence of a refund claim under this Contract shall mean that the Services have been provided in timely and of proper quality.
7. The Customer has the right to post reviews, questions on the site. At the same time display of any ethnic, national and international hostility or insult of the system users and third parties, distribution of any information prohibited by norms of international law such as the promotion of weapons, alcohol, drugs and any other.
8. While placing texts, reviews and other content on the Website, the Customer grants the right to the Contractor to use such content under a simple (non-exclusive) License by any of the following ways: playback, public display, modification, communication to the public without limitation of territory and time, without any of the payment of remuneration for the use. The content will be available for the Customer and the other participants of the Online Course.
9. The Customer shall be liable to the third parties for its actions on the Website. The Customer shall independently and at its own expense settle all claims from state authorities and third parties in relation to its actions on the Website.
10. The Customer undertakes not to modify the software part of the Website, not to perform any actions aimed at changing the functioning and operability of the Website.
11. The Customer undertakes not to place commercials, advertisements, commercial offers, promotional information and any other intrusive information on the Website, unless the placement of such information has been agreed with the Contractor.
12. Services, provided by this Contract shall be rendered by the Contractor solely to the Customer personally. The Customer is prohibited to transfer the Unique Key to receive the Services to third parties and to receive the Services jointly with third parties without the permission of the Contractor.
13. The Contractor has the right to block the Customer's access to the Website in case of revealed actions that do not comply with the requirements of the international norms and / or has violated or intend to the rights and legitimate interests of third parties, the rules of conduct on the Website, including the input of incorrect access details, or the use of the access details of the participant already present on the Webinar. No refunds will be made in such cases.
14. The Contractor has the right to record the Webinars.

#### **4. PAYMENT PROCEDURE**

1. The price of the Informational and Consultancy Courses is available on the Contractor's website.
2. Payment shall be made under this Contract with no any Invoice.
3. The Value Added Tax is included in the price under the laws of the Commonwealth of Australia.
4. Under the terms and covenants of this Contract, no refund shall be made for Services that are not provided due to the Customer's fault, or if the Customer rejects the Services after providing access to an electronic course that has been paid for by the Customer.

5. The Customer has the right to withdraw from this Contract prior to being granted access as stipulated in clause 4.4 of this Contract by sending a request to the email address of the Contractor expressing the following:
  - Surname, first name, middle name of the Customer (if available);
  - Person's Identification (ID), contact telephone number, e-mail address;
  - Reason for refund and bank details for transferring the refund.
6. Refunds shall be made to the Customer's account within ten (10) business days upon the Contractor's decision to make the refund.
7. If the Customer does not use the access to the Website, does not participate in Webinars, does not read the text and graphic material for reasons beyond the Contractor's control, the Services shall be deemed duly provided and the money paid under this Contract shall not be the subject to refund.

## **5. LIABILITY OF THE PARTIES**

1. The Contractor is not liable for any inconsistency between the Services provided and the Customer's expectations and/or his subjective assessment of the Online Course, and such inconsistency and/or negative subjective assessment do not constitute grounds to consider the Services not to be of the quality or not to the extent agreed.
2. The Contractor is not liable for the use by the Customer of the information received in the Online Course. No information, materials and/or advice provided by the Contractor under this Offer can be considered as a guarantee of achieving the desired result.
3. Any decisions based on the information provided by the Contractor are at the sole discretion of the Customer.
4. The Contractor's liability under this Contract for any claim or complaint under this Offer is limited to the amount paid to the Contractor by the Customer under this Offer.
5. In case of the breach of Clauses 3.11, 3.12, and 7.4 of this Contract, the Contractor has a right to suspend the Customer's access to the Website and the Customer shall restore and compensate any indemnity.
6. The Contractor is not liable for the Customer's inability to access the website for reasons related to a failure of the Internet, equipment or software owned by the Customer.

## **6. TERM OF THE CONTRACT AND DISPUTE SETTLEMENT PROCEDURE**

1. This Contract enters into force upon its conclusion (acceptance) and shall remain in effect until the Parties have performed their obligations in full. The Customer keeps the right of access to view the Webinars for twelve months.
2. All disputes or disagreements arising under or in connection with this Contract shall be resolved by negotiation between the Parties.
3. If the Parties are unable to resolve disputes by negotiations, they keep the right to apply solve all their claims through the Court procedures within the jurisdiction of the Commonwealth of Australia.

## **7. EXCLUSIVE RIGHT**

1. The intellectual rights (including exclusive rights and intellectual property rights) over the Website, the Online Course and the Webinars, as well as all other intellectual products obtained and used by the Contractor during the Online Course, belong to the Contractor.
2. The Customer gives his consent to the use of his photo, video images obtained during the Online Course. If the Customer does not agree to the use of his image or other data, the Customer shall notify the Contractor in writing by e-mail.
3. All materials of the Online Course are provided by the Contractor to the Customer under this Contract solely for personal use.
4. Quotation of the text materials of the Online Course provided to the Customer under this Contract is permitted and subject to the following conditions:

- The volume of quotations used may not exceed 10% of the total text volume;
- It is obligatory to indicate the name of the author of the Online Course as follows: "Private Investor Academy" and hyperlink: <https://academyprivateinvestment.com>

5. The Customer is not entitled to use the information and materials provided by the Contractor under this Contract for commercial and/or non-commercial purposes without the Contractor's permission this

Online Course in any other way, in particular by copying; recording; reproducing the recording; distributing the recording (including the sale to third parties); publishing; making available to the public (posting on websites); broadcasting, cable transmission, translation or processing.

The use of the information and materials of the Online Course without the Contractor's prior written permission is subject to criminal, civil and other liability.

## 8. MISCELLANEOUS

1. By entering into this Contract, the Customer expresses its consent to the processing of its personal data with and without the use of automatic means, transfer to third parties, storage and destruction of its personal data in accordance with the in accordance with international standards on the protection and retention of personal data. The Parties have agreed to consider as Customer's consent to the processing of the following personal data: surname, first name, middle name; e-mail addresses (e-mail), telephone number, as well as other information received by the Contractor from the Customer. The Customer's personal data is used only for the proper performance of this Contract and shall not be disclosed to third parties. It shall not constitute a breach of confidentiality of personal data if the Contractor provides information to third parties acting on the basis of a contract with the Contractor for the performance of obligations to the Customer under this Contract .

### CUSTOMER

**Name, Surname:**

**Address:**

**Bank details:**

**Acc. Number:**

**Swift:**

### CONTRACTOR

**Academy of Private Investor PTY LTD**

registered number: 643944174

address: 29 Crombie Avenue, BUNDALL  
Queensland (QLD) 4217, the Commonwealth  
of Australia.

**Bank details:**

**Acc. Number:**

**Swift:**

\_\_\_\_\_  
Name/Signature

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Pakalani Kalatiola Lipeti/Chief  
Administrative Officer