

DCI Education/Organic Evolution Pty Ltd TERMS AND CONDITIONS

Agreement to Provide Hairdressing Education

1. AGREEMENT

- 1.1 The Client appoints the Company as a hairdressing education provider to the Client and the Company accepts the appointment on the terms set out in this agreement ("the Agreement").

2. TERM

- 2.1 Subject to clause 2.2, this Agreement will commence on the "Service Commencement Date" detailed in the Agreement and continue for the Minimum Term.
- 2.2 Following expiry of the Minimum Term, the Agreement shall continue on a monthly basis at the monthly fee (and otherwise on the same terms as set out in this Agreement).
- 2.3 For the purposes of this Agreement, if the Agreement continues after the Minimum Term, the word "Term" shall include the Minimum Term and any period that the Agreement continues after that.

3. COMPANY'S OBLIGATIONS AND CLIENT'S OBLIGATIONS

- 3.1 The Company will during the Term:

- a. perform the Services to the best of its knowledge and experience, using due diligence and care, and at all times exercising that degree of skill, competence and professionalism which would be reasonably expected from a skilled and experienced educator in the Company's field; and
- b. comply with all laws, regulations and rules applicable to the provisions of the Services and any policies notified by the client to the Company from time to time; and

- 3.2 The Client agrees:

- a. to use all reasonable endeavours to commit to the Services provided by the Company in particular, attending scheduled meetings and events and applying strategies and systems provided by the Company as part of the Services; and
- b. to pay all Fees (including any applicable taxes) detailed in this Agreement by their due date. There is no right of off-set for any reason.
- c. That the Client may cancel this Agreement prior to the expiry of the Minimum Term if exceptional circumstances exist

1. **With full prepayment 30 days minimum must be given prior to commencement of first class within program, thereafter no refund is allowed.**
2. Monthly Payments: Where the Client does so cancel the Agreement, the Client must find another person to take over the remainder of the agreement owing. If the client is unable to transfer the agreement, the **Client agrees to continue with the payment of all remaining fees till the termination of the agreement.**

- d. Interest will be charged at a rate of 2.5% per month on the outstanding balance as from the date of any payment default and shall compound monthly.

- 3.3 To pay all reasonable costs that the Company may incur in enforcing the terms of this Agreement after a payment default. The Company reserves the right to stop provision of services in the event of non-payment of any amounts due to the Company.

- 3.4 The Client acknowledges that schedules and venues for courses, seminars and events may be changed from time to time upon reasonable notice to the Client except where such changes are due to circumstances beyond the control of the Company.

4. CONFIDENTIAL INFORMATION

- 4.1 The terms of this Agreement shall remain confidential to the parties.

- 4.2 In the Course of The Company's provision of the services pursuant to this Agreement either party may acquire confidential information relating to the Client's business and customers. Each party agrees to keep this confidential information strictly confidential at all times (including after this Agreement has been terminated). Neither party must ever use or attempt to use it for that party's personal gain or a gain by any other person. This clause does not apply to information which is legally required to be disclosed, or which becomes generally available to and known by the public other than due to a breach of this clause.

- 4.3 Notwithstanding clause 4.2, the Company may use or disclose confidential information to the extent that such disclosure is necessary for the performance of the Company's duties and functions under this Agreement.

5. LIMITATION OF LIABILITY

- 5.1 The Client acknowledges that all services supplied by the Company to the Client are not of a kind ordinarily acquired for personal, domestic or household use or consumption.

- 5.2 All express and implied warranties are to the maximum extent permitted by law hereby excluded. If the Company is liable for a failure to comply with a guarantee contained in Division 1 of Part 3-2 of the *Australian Consumer Law* or any law having similar effect then the Company's liability for that failure will be limited to one of the following at the Company's election:

- a. in the case of goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired.
- b. in the case of services: the supplying of the services again; or the payment of the cost of having the services supplied again.

5.3 The Company shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever incurred by the Client or any third party directly or indirectly. Without in any way limiting the foregoing, any liability of the Company whether in contract, tort or otherwise (except for liability for a failure to comply with a guarantee contained in Division 1 of Part 3-2 of the *Australian Consumer Law*, which is dealt with in clause 5.2 above) for any loss, damage or injury arising directly or indirectly from any breach of the Company's obligations hereunder shall not in any event exceed an amount equivalent to the charges for services.

6. TERMINATION

6.1 Either party may terminate this Agreement immediately by written notice to the other if:

- a. the other party commits any material breach of this Agreement which is incapable of remedy; or
- b. the other party commits any breach of this Agreement which is not remedied within 14 days of a party sending the other party a notice requiring the breach to be remedied; or
- c. the other party becomes insolvent, bankrupt, has a liquidator or receiver appointed or enters into voluntary administration.

6.2 Upon termination of this Agreement for whatever reason such termination shall be without prejudice to the rights and remedies of the parties in respect of each breach of this Agreement by the other party, where such breach occurred prior to the termination of this Agreement.

7. INTELLECTUAL PROPERTY

7.1 All intellectual property rights in any work the Company produces while providing services pursuant to this Agreement will belong to and be the sole and exclusive property of the Company.

8. AUTHORISATION RELATING TO PRIVACY

8.1 The Company may use contact details and other information (e.g. subjects the Client is interested in) to keep the Client informed about other services or products the Company offers. If the Client does not want to be provided with this information the Client may advise the Company at any time.

9. GENERAL

9.1 No amendment of any provision of this Agreement will be effective unless it is in writing and signed by each party to this Agreement and this Agreement shall prevail over any other document or correspondence.

9.2 The Company may assign in whole or in part this contract or all or part of any debt due to the Company hereunder.

9.3 Failure or omission by the Company at any time to enforce or require strict or timely compliance with any provisions of this Agreement shall not affect or impair that provision in any way or the rights of the Company to avail itself of the remedies it may have in respect of any breach of that provision.

9.4 Nothing in this Agreement shall create a partnership or agency between any of the parties unless expressly provided.

9.5 Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive government regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.

9.6 This Agreement is governed by and will be construed in accordance with Australian law and the parties submit to the jurisdiction of the Australian Courts.

10. INTERPRETATION

10.1 "Confidential Information" means any information relating to the business or financial affairs of the Company, its business or any associated affairs or business of the Company which has come to the knowledge of the Client which is not already public knowledge.

10.2 "Client" means the Client named in the application together with the Client's successors, assigns and personal representatives.

10.3 "Company" means Organic evolution Pty Ltd together with its successors and assigns.

10.4 Headings are for reference only and do not affect the interpretation of this clause.

10.5 The singular shall include the plural and vice versa.

10.6 Person and Persons include companies, partnerships and any other legal entity unless inconsistent with the context.

Recurring Billing - DCI Education (Organic Evolution Pty Ltd)

Please read this agreement carefully and in full before agreeing to create an account and authorize recurring payments.

Frequency of Payments: The first period begins upon creation of the account. All plans are billed monthly ("Period") and occur each month on the date the account was created. DCI Education - Plans are billed either monthly or annually ("Period"), based upon the subscription option that was chosen when you signed up. You will not receive any advance notice of a payment but You will receive post-payment confirmation by email. You will also receive a confirmation by email if there is no balance or a negative balance on the account at the conclusion of each period.

Payment Methods : *PAYPAL* Recurring credit/debit card or bank account payments are processed securely through Paypal. Credit/Debit Card or bank account payments are processed automatically as described in the "Frequency of Payments" section when signing up.

Automatic Recurring Payment Failure: Payment will be retried Five (5) days after first failure. If Your automatic recurring payment is declined or fails for any reason after final attempt, You will be contacted via email at the address provided by you and your account will be suspended and or deactivated so that no further activity can occur with DCI Education. You may contact DCI Education at any time prior to your account being deactivated to correct or change the payment information. Upon correcting the payment information, the previously failed payment amount will be re-attempted, but future Periodic billing dates will not change from their originally scheduled cycle.

Cancellation of Account and Automatic Recurring Payment: You have the right to change Your payment method or withdraw Your consent to this Automatic Recurring Payment at any time, however **you are still liable for full term of contract**. Doing so will cancel and deactivate Your account from all use. You will be logged out and be prevented from logging in. To cancel Your account at any time, visit Your Paypal account and select the option to cancel Your recurring payments.

Changing Payment Method for Automatic Recurring Payment: If You would like to change Your payment method, You may do so at any time by notifying DCI Education in writing at mail@dcieducation.com. The change will be processed in a reasonable time and any future payments will be charged to the updated payment method. If there were pending/failed charges on the old payment method, they will be immediately charged to the new payment method.

Future Change and Access to Agreement: DCI Education reserves the right, in its sole discretion, to change the Automatic Recurring Billing Agreement outlined herein. The most current version of this Agreement will supersede all previous versions and are effective according to the date that the commit was issued. DCI Education will notify you of any changes prior to administering.

Duration of Contract: The account being created is set to the Terms and Conditions outlined above. This account may be terminated without notice at the sole discretion of DCI Education if any of the terms set out in this agreement are violated or abused.

Electronic Authorization: This Agreement is not transferable outside of You and must be agreed to by the person authorized on the DCI Education account by checking "I accept these terms" when You create Your account. You also guarantee and warrant that You are the legal account holder for this credit card or checking account, and that You are legally authorized to enter into this recurring billing agreement with DCI Education. You agree to indemnify, defend and hold DCI Education harmless, against any liability pursuant to this authorization. You also agree that You will not dispute any charges from DCI Education unless You have already attempted to rectify the situation directly with DCI Education and those attempts have failed. Lastly, You agree to all details of the payment terms You have selected and agree to be bound by those parameters.

Contact Us: DCI welcomes questions or comments in writing regarding this Automatic Recurring Billing Agreement. Please contact DCI in writing at: mail@dcieducation.com