

## 1. Terms and Conditions

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These terms and conditions of this agreement (collectively the Agreement) govern the use of the Website, by any Visitor or Student browsing, applying to or subscribing to our Services shall be deemed to be legally bound by. You are deemed by your use of the IBIEG Website and/or your selection of the “***I have read and agreed to the Terms and Conditions***” Website icon to abide by the terms and conditions of this Agreement

You agree as follows:

### 1.1 Definitions

The following definitions apply in the Agreement (including each Schedule and Annexure) unless the context requires otherwise:

***Agent*** means authorised third parties that are contracted to perform functions on our behalf including credit card processing, postal services, customer service; fulfilment, package delivery, postal mail, Content Management and related services.

***Approved Product and Services*** means the educational products and services (as specified and approved from time to time by the parties) to be offered, provided or marketed to Visitors and potential Students of IBI under the “IBI” name and logo and related IBI Intellectual Property.

***Business Day or Working Days or Day*** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business.

**Content or Material** means all photos, text, pictures, sound, works of authorship, graphics, video, electronic customer details and other data supplied and collected by the parties in digital format or otherwise;

**Confidential Information** means the information which relates to the Company, other member of the Company, the Business (including, the financial details of each Customer, business model of the Company) which is disclosed to the Client by or on behalf of the Company or which is otherwise acquired by the Client directly or indirectly from Company or which otherwise comes to the knowledge of the Client, whether the information is in oral, visual or written form or is recorded in any other medium.

**Customer or Student or You or Your or Applicant** means an independent third party individual that Visitor or is a Student of the IBI Group and/or IBI and acquires and/or subscribes directly or indirectly to receive Approved Services under a Customer Agreement (deemed to be based on the Term and Conditions set out in the Agreement);

**Company, Investment Banking Institute, IBI or We** means Financial Education Pty Ltd (ABN: 15 126 397 546) or as amended from time to time.

***Intellectual Property*** means any intellectual or industrial property owned, licensed or used by the IBI Group and/or IBI (as amended from time to time) or has been granted any rights in respect of from time to time, including::

- (a) a patent, trademark or service mark, copyright, registered design, trade secret, moral rights or confidential information;
- (b) a licence or other right to use or to grant the use of any of the foregoing or to be the registered proprietor or user of any of the foregoing;
- (c) the Trademarks (registered or unregistered trademarks including "IBI" and other related trademarks;;
- (d) the names 'Investment Banking Institute' (and any other names which are substantially similar) or related names;
- (e) the intellectual property attaching to the Website(s); and
- (f) the intellectual property attaching to this Agreement, the and any manuals or other documents provided by or on behalf of the Company..

**Identifying Marks** means all signs, logos, slogans, designs, colour schemes and patterns and any other features associated with the Company or other member of the IBI Group.

**Information** means Personal Information and Other Information.

**IT Materials** includes procedures, documentation, reports and drawings.

**IT Systems** includes domains, Website, computer programs, program listings and programming tools and any amendments, modifications, new releases or updates thereto

**Other Information** means information that is Our Information or information that is not Personal Information.

**Our Information** means information that is available on the Website, our IT Systems and information generated by the Company generically in the provision and delivery of any Services.

**Password** means the 12+ character alphanumeric string that is submitted and accepted together with the User Name by the Website for a Visitor to enter into their Student Care Centre (or as otherwise provided).

**Personal Information** means individual pieces of information that can, when used collectively, identify you.

***Permitted Purpose*** means the use of the Confidential Information in accordance with the terms and conditions of this Agreement.

***Permitted Third Parties*** means related family members.

**Privacy Statement or Privacy Policy** means the Company's statement and guidelines as to the privacy obligations pertaining to a Student's Personal Information. (To view our Privacy Policy please refer to our Website)

**Student or Delegates** means a visitor to the Website that has completed and/or submitted a completed Student Enrolment Form and agreed to pay or paid the respective fees and granted access to the Student Care Centre by entering nominated User Name and Password or related login procedure (including Student emails sent and received by IBI or its related parties);

**Student Enrolment Form** means the document that lists personal information that is completed, signed and submitted by a Student that gives rise to an legal agreement between Investment Banking Institute Pty Ltd and the Student.

**Student Care Centre or Student Support or Support** means the exclusive, private, proprietary, secure, online electronic file and interface (including Student emails sent and received by IBI or its related parties) that provides access and privileges to Students to receive Consultation Services, Assessment feedback, administration services and/or disclose, display, change, update their Personal information (subject to Privacy Regulations), access our information and subscribe to our Support Services online (including the World Wide Web);

**Trademarks** means a registered or unregistered trade marks or trade mark application as specified by the Company from time to time and includes any other trademark notified in writing from time to time by the Company and Trademark means any of them.

**User Name** means the 12+ alphanumeric characters nominated by the individual visitor to the Website that is entered into, submitted by the Student and utilised as the protection mechanism for information contained in the Student's Student Care Centre confidential.

**Visitor** means an individual person that visits and browses the Website but may or may not be a Student.

**Website** includes the interface, functionality, Content and Work Product made available on pages under the domain name www.ibiaus.com and related domains and sub-domains (as amended from time);

**Work Product** means all HTML files, .NET, VB Script, Java Script, Databases, Java files, graphics files, animation files, data files, technology, scripts and programs, both in executable code and source code format, all documentation and any other deliverables produced by the Company.

## 1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.

- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Clause, Schedule or Annexure is a reference to a clause of, or a schedule or annexure to, this Agreement.
- (f) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document and, for the avoidance of doubt, a reference to this Agreement includes the Schedules and Annexures.
- (g) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to dollars and \$ is to Australian currency (unless specified otherwise).
- (l) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (m) The meaning of general words is not limited by specific examples introduced by includes, including, such as, in particular, or for example, or similar expressions.

Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

## **2. Consents or approvals**

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If the doing of any act, matter or thing under this Agreement is dependent on the consent or approval of a party or is within the discretion of a party or if under this Agreement an act, matter or thing may be done by a party, the consent or approval may be given or the discretion may be exercised or the act, matter or thing may be done conditionally or unconditionally or withheld by the party in its absolute discretion unless express provision to the contrary has been made.

### **3. Intellectual Property Rights**

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The Information displayed on the Website is copyright protected and all rights are reserved by the Company. You may use this Information personally including the temporary copy held in a computer's cache and a sole permanent copy for your personal reference, the material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, changed or transmitted in any form or by any means in whole or part (except where such use constitutes fair dealing under the Copyright Act or except where expressly permitted to do so) without the prior written approval of the Company or its appropriate approved supplier or licensor.

#### **3.1 Company Grants Client a Revocable Restricted Licence to Website**

The Company grants to You a revocable restricted licence to display our Content on the computer that you access the Website from, but only for, a non profit purpose, personal use or for educational purposes only, subject to You and/or your related party agreeing:

1. not to modify the Content or Work Product, and
2. to use best endeavours to prevent our copyright being breached.

#### **3.2 Trade Marks**

Adobe, the Adobe logo, Acrobat and "Get Acrobat Reader" logo are trademarks of Adobe Systems Incorporated, and related intellectual property of Microsoft and Apple Computer © group of companies. Other trade marks may be displayed on the website from time to time which may belong to third parties. No permission has been provided directly or indirectly, to reproduce or publish (by any individual person) other than the restricted license granted hereunder pursuant to this Agreement to the Company's logo and related trade marks. Without the express written permission of the Company no Intellectual Property is to be reproduced by the Client or Visitor.

### **4. Copyright in Material on this Website**

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Unless otherwise expressly indicated in specific Material, copyright subsisting in Material is owned and/or licensed by Company. This Website has been created for Company and all Intellectual Property are the exclusive property of the Company and any unauthorised reproduction is both strictly prohibited and subject to severe penalties. Other than for the purposes of and subject to the conditions prescribed under the Copyright Act 1968 (Cwlth) (or any other applicable legislation throughout the world), or as otherwise provided for in this copyright notice, no part of any Material may in any form or by any means (including electronic, mechanical, scanning, photocopying or recording) be reproduced, adapted, stored in a retrieval system or transmitted without the prior written permission of the copyright owner. All enquiries should be made to [info@ibiaus.com](mailto:info@ibiaus.com). The copyright owner, the Company, reserves all other rights.

#### **4.1 Copyright in other material**

The Company makes no warranties or representations that material on other Websites to which the Material is linked does not infringe the intellectual property rights of any person anywhere in the world. The Company is not, and must not be taken to be, authorising infringement of any intellectual property rights contained in material on other sites by linking Material to such material on other sites.

## **5. Legal Disclaimer Notice**

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The Content on this Website including “www.ibiaus.com” and related domains and sub-domains reside on a dedicated computer server in Australia. The law applicable to use of the Material and to Disputes arising out of the Material however are subject to the governing law clause set out below. Your use of the Website is governed by this Agreement on an “as is basis”. You use this Website at your own risk and on an “as is” basis.

## **6. Online Electronic Communications Contract Formation Issues Intention to Create Legal Relations and use of Website by Minors**

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### **6.1 Legal Position of Electronic Communication**

The Company is an online business that is available and delivered via the World Wide Web utilising the capabilities of the Internet and electronic mail (email) to operate and conduct arrangements and commercial dealings. You hereby are deemed to agree that the sending of emails is a central procedure/process in conducting these dealings between You and the Company. To the strongest possible position in law you hereby agree and/or deemed to consent to communicating with the Company electronically (by email), unless otherwise agreed to in writing, and that such form of communication shall satisfy the legal elements to give rise to the creation of a legal contract even if this contract may or may not have been legally executed.

The Company shall communicate with you by e-mail, telephone or by posting electronic notices/communications on this Website and if You do not respond to any communication related to the provision of our Services within 5 Business Days, you agree that such conduct or inaction will be deemed as the Client's express consent and agreement to the Service based on prior information provided and supplied.

You agree to send any questions or concerns via your personal Student Resource Centre. You understand and agree that You can automatically stop all future communications with the Company by selecting the “Remove Your Student Resource Centre” link in the Student Resource Centre of our Website. Our Company shall not in any be liable or responsible for any loss of data or advice resulting from the Client selecting “Remove Your Student Resource Centre”.

### **6.2 Minors (Clients Under 18 years of Age)**

Subject to clause 6.1, no legally binding agreement (based on the Terms and Conditions contained herein) shall be entered into between a minor (less than 18 yo) and the Company for the Services but the Company reserves the right to terminate access in its complete discretion. However, other legal claims shall potentially arise if improper conduct is undertaken by a minor.

## **7. Information and Website Content Does Not constitute legal advice**

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The Website Content is presented as an overview only. This summary of the subject matter covered is provided without a duty of care by the Company to any Visitor or Registered User. Our summary is not intended to be nor should it be relied on as a substitute for legal or other professional advice. The Company is neither advertising legal services nor representing that the Company holds the authorisations and permissions necessary to provide legal advice in any jurisdictions in which the Material may be received.

## **8. Content and Material on this Website**

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Updates and changes are made frequently to the Material, and Material could include technical inaccuracies or typographical errors. The Company make no warranties or representations regarding the quality, accuracy, completeness, merchantability or fitness for purpose of any Material. The Company does not warrant or represent that the Material will not cause damage, or is free from any computer virus or any other defects or errors. The Company is not liable to Visitors and/or Registered Users or Customers for any loss or damage however caused resulting from the use of the Material including loss of documents sent.

### **8.1 Links to other websites**

Material may contain links to other websites. The Company do not necessarily sponsor, endorse, or approve of any material on such sites or the operations of such websites. The Company makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on other web sites to which Material is linked.

### **8.2 Student Resource Centre (Personal Information Profile)**

Each Visitor to the Website can become a Registered User by completing and submitting the Registration Form. This process shall create for each Registered User a Student Resources Centre file that stores their personal profile containing their Personal Information and Other Information. This Student Resources Centre is accessible by the Client typing in their nominated User Name and nominated Password. Please note that your Personal Information profile file at the Student Resource Centre shall remain secured and stored for a period in the discretion of the Company. The Company reserves the exclusive right to refuse to continue to provide our Services, close the Website for maintenance, terminate or restrict access to the Student Resource Centre file, remove Content, edit Content, or terminate requests or demands at its sole discretion.

The Company shall in no way be held responsible (at law or in equity) for any access gained by third parties to your Personal Information profile file at the Student Resource Centre. This limitation of liability extends to when the Students login by entering their confidential Password and User Name, and related details were provided by you or from any other party.

## **9. Limitations of liability**

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Subject to any applicable law to the contrary which cannot be excluded, any liability incurred in relation to Material is limited to the resupply of the Material, or the reasonable cost of having the Material resupplied. Under no circumstances will Company be liable for any unforeseen consequences, incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the Material. To the extent that liability cannot be excluded, the liability of the Company, its authorised directors, officers, employees, Advisors, and consultants is limited to the total fees paid for our Services by the Client.

## **10. Privacy Act**

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### **10.1 Investment Banking Institute is legally Bound by the Privacy Act (Cth) and its Privacy Statement Policy**

Investment Banking Institute abides to the Privacy Act by ensuring reasonable steps to protect Personal information (as defined) that is collected, from exploitation, loss, unofficial access, modification or disclosure. Our use of the Personal Information and related parties information shall only be used for the primary purpose for which it is collected and for reasonably expected secondary purposes which are related to the primary purpose and in other circumstances legally allowed and disclosed under by the Privacy Act and the Company's Privacy Statement Policy. Please note that under the Privacy Act that we are unable to discuss your personal details with any third party enquiring on your behalf (including your own family) unless you provide your written consent authorising us to do so.

## **11. Disputes – Mediation and Arbitration**

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### **11.1 Mediation**

If a Client has a dispute that arises in connection with this Agreement, the Client to the dispute must give to the other Party a notice by email specifying the dispute and requiring this resolution ("Notice of Dispute"). If the dispute is not resolved within fourteen (14) days after the Notice of Dispute is given to the other Party ("Notice Period"), the dispute is by this clause submitted to mediation. The mediation must be conducted in Melbourne. The Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes.

### **11.2 Mediator**

If the Parties have not agreed upon the mediator and the mediator's remuneration within ten (10) days after the Notice Period:

- (1) the mediator is the person appointed by; and
- (2) the remuneration of the mediator is the amount or rate determined by;

the President of the Law Institute of Victoria ("President") or the President's nominee, acting on the request of an Party.

### **11.3 Mediator**

If the dispute is not resolved within twenty-eight (28) days after the appointment of the mediator any Party may undertake arbitration or legal proceedings to resolve the dispute.

### **11.4 Arbitration**

Any arbitration undertaken under this Agreement shall be conducted in accordance with the process and procedures adopted by the Australian Centre for International Commercial Arbitration (ACICA). The award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

## **12. Governing law**

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This Material (including this Agreement) provides otherwise shall be governed and construed by the laws applicable to the State of Victoria, Australia and the parties submit to the exclusive

jurisdiction of the courts of the State of Victoria, Australia in respect of any dispute arising under this document or its implementation or enforcement.

### **13. Confidential Information**

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#### **13.1 Confidential Information**

- (a) The Client must hold the Confidential Information in strict confidence and must not disclose any of the Confidential Information to any person, except in accordance with this Agreement or, in any other case, on receiving the prior written consent of the Company.
- (b) The Client must not make any use of the Confidential Information or any part of it except for the Permitted Purpose and, in any event, must not make any use of the Confidential Information or any part of it to the competitive disadvantage of the Company.

The Client must not without the prior written consent of the Company copy or duplicate the Confidential Information or any part of it (except where expressly permitted to do so).

- (c) The provisions of the foregoing paragraphs of this Clause do not apply to:
  - (i) information after it becomes generally available to the public other than because of a breach of this Agreement;
  - (ii) the disclosure of information in order to comply with any applicable law or legally binding order of any court, Governmental Agency, or administrative or judicial body; or
  - (iii) the use or disclosure of information after the Client has received or receives it from a third person legally entitled to possess the information and provide it to the Client, if the use or disclosure accords with the rights or permission lawfully granted to the Client by that third person.
- (d) Prior to any use or disclosure, the Client must give notice to the Company with full details of the circumstances of the proposed use or disclosure and of the relevant information to be used or disclosed. The Client must give the Company a reasonable opportunity to challenge in a court of law or other appropriate body whether the proposed use or disclosure is in accordance with this Agreement.

#### **13.2 Permitted disclosure by Client**

The Client may disclose the Confidential Information to Permitted Third Parties if:

- (a) the disclosure is necessary solely for the Permitted Purpose; and
- (b) the Client discloses to Permitted Third Parties the Client's confidentiality obligations under this Agreement and the Permitted Third Parties agree to keep, and the Client procures that the Permitted Third Parties keep, the Confidential Information disclosed to them confidential.

### **13.3 Opinions regarding the Confidential Information**

The Client must not disclose, permit or cause to be disclosed any opinion regarding the Confidential Information or any part of it to any person, except to the Permitted Third Parties, and only if that opinion is disclosed, permitted or caused to be disclosed solely for the Permitted Purpose.

### **13.4 Return and destruction of information**

- (a) The Client must, immediately on Termination or on demand by the Company:
- (i) return to the Company all documents, reports, notes, memoranda, computer media and other material which record, contain or relate in any way to the Confidential Information (including all copies of them) and which were provided to or obtained by the Client or prepared or made by or for or on behalf of the Client as a result of or in connection with the Permitted Purpose;
  - (ii) delete entirely and permanently all of the Confidential Information from every computer disk or electronic storage facility of any type owned or used by the Client or the Permitted Third Parties; and
  - (iii) despite anything else in this Agreement, cease to make use of the Confidential Information or any part of it (including use for the Permitted Purpose),

and must confirm in writing promptly when it has complied with these obligations.

### **13.5 Survival after Termination**

The obligations and restrictions imposed under this Clause continue after the Termination of this Agreement Including confidentiality obligations.

## **14. Credit card transaction online**

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**IBIEG only accepted VISA and Mastercard credit and debit cards. No other credit card or payment option is available.**

### **14.1 Security**

All purchases on this site are made via a HTTPS connection encrypted using a 2048 bit SSL certificate.

### **14.2 Privacy policy**

We highly value our relationships with our clients. As such, we only share your information with external companies if they are part of the delivery chain, eg our order fulfilment house. We will never share your information with other companies for the purposes of marketing.

### **14.3 Currency**

All prices are in Australian dollars (AUD). If you purchase internationally utilising Visa or MasterCard your card provider will convert the purchase into your domestic currency.

### **14.4 Product availability**

All products are subject to availability and may be withdrawn at any time. As many of our suppliers are independent designers and craft people there may be occasional delays. If you order a product that is not able to be delivered we will contact you and arrange for a refund or replacement item.

### **14.5 Delivery, shipping and handling**

- Most of our products are held in our central warehouse
- Allow up to fourteen working days from receipt of payment
- All delivery prices quoted include delivery, handling and insurance where appropriate
- All prices quoted are for delivery to one address only
- You are responsible for paying any local duty or taxes on goods delivered outside Australia if applied
- **Export restrictions do not apply** - We accept orders from anywhere in the world

### **14.6 Postage and handling charges**

Deliveries will be by Australia Post via parcel post and e-parcel, insurance is included in the cost and both services are trackable from the time of posting and require a signature at their destination as proof of delivery. For overseas postage costs please see the IBI Student Information Guide

### **14.7 Refunds and returns on goods**

- All requests for returns must be lodged within seven days of receipt of goods or are not available
- If you receive incorrect or faulty goods please lodge a request for return within seven days of receipt of goods and we will arrange for a refund or replacement
- All goods remain your property until received undamaged by us
- Please quote your invoice number in all correspondence

### **14.8 Refund on bookings to events**

Full refund if cancelled 2 weeks prior, 50% refund if cancelled between 2 weeks and 48 hours, no refund after that.

#### 14.9 Contact information for help and support

If you have any questions please do not hesitate to contact:

<b>Item</b>	<b>Detail</b>
Email	info@ibi.edu.au
Contact number	1300 669 786
Fax number	(03) 9614 2728

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