

Terms and Conditions

Welcome to seedfinancial.com.au and members.jesspeletier.com (“our Site”).

Our Site gives you an opportunity to browse and purchase products and services offered by Peletier Investments Pty Ltd (ABN 53 199 430 973) ATF the Peletier Family Trust trading as Seed Financial (**we, us, our**).

These Terms and Conditions (**Terms**) govern your use of our Site, and our services, and form a binding contractual agreement between us, and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at admin@seedfinancial.com.au before using our Site, buying our products or engaging our services.

Our services are intended for adult users aged 18 and over.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

1 ACCEPTANCE OF TERMS

- 1.1 By browsing, accessing, downloading, purchasing or using the services offered on our Site, whether or not you engage our services, you acknowledge that you have read and understood these Terms and agree to be bound by them.

2 VARIATIONS TO TERMS

- 2.1 We reserve the right, in its sole discretion, to vary, change or amend any part of these Terms.
- 2.2 In that event, we will provide notice of the variation by publishing the updated Terms on our Site.
- 2.3 The updated Terms will be taken to have effect on the date of publication.
- 2.4 Your continued use of our services, and the Site constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.
- 2.5 Should you object or disagree to the Terms, your only remedy is to contact us at admin@seedfinancial.com.au and immediately discontinue your use of the products and/or services.

3 GENERAL DISCLAIMER

- 3.1 We offer a number of services and products on our Site from time to time.

- 3.2 You acknowledge and agree that each service or product offering may have different terms, prices and fees, as displayed on our Site or as contained in any contract entered into with you and us for those services.
- 3.3 All our products and services are intended for general education and information purposes only. Nothing on this Site, or any of the content provided to you by us during our provision of the products and/ or services, purports to offer financial, legal, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.
- 3.4 We provide support, guidance and tools for you to develop your skills as a property investor, set financial goals, manage finances, determine priorities and achieve results, but any decision you make, and the consequences that flow from such decisions, is your sole responsibility. Your success depends on many factors, including your dedication, participation, desire, and motivation. Please see clause 4.4 below.
- 3.5 You acknowledge and agree that Peletier Investments Pty Ltd its directors, principals, employees, affiliates and representatives are not responsible for decisions that you may make, not any consequences, undesired or otherwise, that may flow from your engagement of the Site or the online courses offered on the Site.
- 3.6 Any testimonials and examples within our marketing materials are not to be taken as a guarantee that you will achieve the same or similar results.
- 3.7 You acknowledge and agree that we, our directors, principals, employees and representatives are not responsible for decisions that you may make nor losses that may arise out of any business or personal decision made by you at any time.

4 FINANCIAL RESULTS AND PROFITABILITY DISCLAIMER

- 4.1 We cannot and do not make any guarantees about your ability to achieve results or earn any income with our content, ideas, information, tools, or strategies. You acknowledge that there is an inherent risk and uncertainty in any investment and proprietary enterprise and agree there is no guarantee that you will achieve results or earn any income as a result of your purchase of our products and/or services.
- 4.2 Any financial representations referenced by us on the Site, in our courses, videos, forums or during the provision of our services are illustrative of concepts only and should not be considered as promises for actual or future performance.
- 4.3 Our products and services are educational and coaching based only and the extent of any results to be attained by you whether for your own personal or professional development is dependent upon you solely.
- 4.4 We provide online coaching and education, by supplying content, information and providing support, guidance and tools for clients i.e. you, to develop your skills as a property investor, set financial goals, improve finance management, determine priorities and achieve results, but any decisions made, and the consequences that flow from those decisions, is your sole responsibility. Your success depends on many factors, including your own commitment, dedication, desire, and motivation, your dissemination and application

of our education and training to your own circumstances or to that of the business you are in the employ of, considering your own personal and professional development, or your capabilities, and the general economic climate.

- 4.5 We cannot and do not make any guarantees about your ability to obtain personal or business results or improve business profitability in connection with our services, particularly arising from our coaching, courses, education, content, training, ideas, information, publications, templates and tools. You acknowledge that there is inherent uncertainty in any personal and professional development, professional enterprise and revenue generating activity and agree there is no guarantee that personal and professional development, efficiency, productivity or profitability will improve or increase as a result of your use and supply of our services.
- 4.6 Any testimonials and examples of our services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.

5 REGISTERING YOUR DETAILS

- 5.1 Before you purchase our products and/or services, you must register an account with us.
- 5.2 You must provide accurate, complete and up-to-date registration information, as requested, and it is your responsibility to inform us of any changes to your registration information.
- 5.3 We may at any time request a form of identification to verify your identity.
- 5.4 If you are a registered user or member to this Site, you acknowledge and agree that:
- (a) You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (Password);
 - (b) You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;
 - (c) You will immediately notify us if your Password is lost or becomes known to any other person;
 - (d) You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and
 - (e) Any information you provide to us for posting or inclusion in Our Community, at any time, becomes our property.
- 5.5 To the extent that you provide personal information, we will treat such information strictly in accordance with its Privacy Policy.
- 5.6 You must ensure the security and confidentiality of your registration details, including any username and/or Password. You must notify us immediately if they become aware of any unauthorised use of your registered details.

- 5.7 Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

6 YOUR OBLIGATIONS

- 6.1 You must provide us with all the relevant requested information and documentation in a timely manner and within any time frames required for us to complete our work.
- 6.2 When providing our products and/or services, we may request that you provide us with responses, feedback, completed questionnaires, copy content, images and other information so we can best deliver our services. You agree that you will provide any such information in a timely manner. Any delays in receiving this information may result in information not being provided by us to you.
- 6.3 When using our products and/or services, you may be given access to Facebook groups, other online or in person forums or events in which you may post comments, photos, messages or other material (Your Content). When posting Your Content, you agree that you will not post or otherwise publish through this Site or Our Community any of the following:
- (a) Content that is unlawful, fraudulent, misleading, deceitful, threatening, abusive, libellous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, abusive, offensive, inflammatory or otherwise objectionable.
 - (b) Content that harasses, degrades, intimidates or is hateful to an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
 - (c) Information that includes personal or identifying information about another person without that person's consent.
 - (d) Information that constitutes promotion or advertisement for groups, events or activities organised through competing social clubs, activity sites and internet platforms, except as otherwise expressly permitted by us.
 - (e) Any information or content that impersonates any person or entity.
 - (f) Any material, non-public information about companies without authorisation to do so.
 - (g) Any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us).
- 6.4 By posting or otherwise publishing Your Content on our Site or Our Community, you:
- (a) Grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit Your Content in any form and for any purpose;
 - (b) Warrant that you have the right to grant the above licences;

- (c) Warrant that Your Content does not breach these Terms; and
- (d) Consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

6.5 We reserve the right (but have no obligation) to:

- (a) Review, modify, reformat, reject or remove Your Content that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- (b) Monitor use of the Site, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.

7 CODE OF CONDUCT

7.1 Our Site is a respectful space for learning and is a pitch-free, solicitation-free and sales-free environment.

7.2 Whilst using this Site we ask that you not:

- (a) Contact anyone who has asked not to be contacted.
- (b) Collect personal data about other users for commercial or unlawful purposes.
- (c) Infringe other user's privacy rights.
- (d) Violate the intellectual property of others.
- (e) Post anything that contains software viruses, worms or any other harmful code.
- (f) Use manual or automated software, devices, script robots, other means or processes to access our Site or any related data or information.

7.3 Please see our Community Guidelines in the appendix to these Terms for more information.

8 CONFIDENTIALITY

8.1 We respect your confidential and proprietary information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our products and/or services, you agree to respect the same rights of the other product and/or services participants (Participants) and representatives of ours.

8.2 You agree:

- (a) That any confidential information shared by Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.
 - (b) Not to disclose such information to any other person or use it in any manner other than in discussion with Participants during training sessions.
 - (c) That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.
 - (d) That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.
- 8.3 While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

9 COPYRIGHT AND TRADE MARK NOTICES

- 9.1 All material on this Site, or otherwise delivered by us via our online membership services, including (but not limited to) templates, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
- 9.2 You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
- 9.3 The trade marks, logos, and service marks displayed on our Site to denote our brand are either registered or unregistered trade marks of us (our Marks). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 9.4 Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any our Marks without our express written permission.
- 9.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.

10 RIGHT TO SUSPEND, TERMINATE AND REFUND

- 10.1 We reserve the right to suspend or terminate your use of the Site or our services generally if you breach these terms, as determined by us in our sole discretion.
- 10.2 Either party may terminate your use of our Site and/or services by providing to the other party a minimum of 7 days' written notice, unless specified otherwise in any specific product or service Terms or contract you have entered into with us.
- 10.3 If you terminate our services early (prior to your services being completed), you acknowledge and agree that the outstanding fees for those services are payable. We will issue an invoice for all work accessed or completed (as the case may be) in the course of providing its services up to the time and date that written notice was given to us that the services were cancelled.
- 10.4 Refunds are not provided for our products and/or services, including where you have been given access to Our Content or Our Community, whether accessed by you or not, unless we are in breach of the Australian Consumer Law, as set out in Schedule 2 to the *Australian and Competition Act, 2010 (Cth)*.
- 10.5 Any initial deposits paid to us for the provision of services to you are non-refundable.
- 10.6 Final payments are non-refundable after at the completion of our services.
- 10.7 Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each product or service delivered by us, or otherwise where we determines in our sole discretion that genuine value has not been received or is not able to be received by you.

11 NON-EXCLUSIVITY

- 11.1 You acknowledge and agree that we may at all and any times provide our services to other Clients in the same or similar industry as you.
- 11.2 We do not provide our services on an exclusive basis.
- 11.3 We will however endeavour to protect the confidential information you provide us and in accordance with our privacy policy.

12 PRICES

- 12.1 All prices for our services are in Australian Dollars (AUD).
- 12.2 All prices are inclusive of GST (if applicable) unless indicated otherwise, and exclude delivery charges and customs duty and other taxes, if applicable.
- 12.3 All prices are subject to change without notice.
- 12.4 We reserve the right to modify, cancel and limit any Proposal or work at any time.

13 PAYMENTS

- 13.1 Some of our payments are operated through an online and automated billing system (Online Payment). Where your payments are made via Online Payment:
- 13.2 You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.
- 13.3 If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.
- 13.4 Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in these Terms to them.
- 13.5 We reserve the right to suspend or terminate any product or service, at our discretion, if payment is defaulted.
- 13.6 We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- 13.7 We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.
- 13.8 We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan, please contact us.
- 13.9 In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our product and/or services.

14 DISCOUNTS, PROMOTIONS AND OFFERS

- 14.1 From time to time, we may offer the opportunity to purchase our services at a discounted or promotional price, subject to these Terms.
- 14.2 Any discounts, promotions and offers will be confined to the time period and additional terms of sale in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on our Site.

15 SERVICES DISCLAIMER

- 15.1 All of our services are intended for general personal and business coaching, consulting, educating and training. Our coaching and educational services are primarily in the form of education and training modules. Any template, training module, document, information,

guideline, forecast and recommendation made by us in relation to our services are made on the basis of information that was available to us at the time.

- 15.2 Nothing on our Site, or any of the content provided to you by us in the supply or in connection with our services, purports to offer any legal, financial, business, information technology or other professional advice. You acknowledge and agree that we aim to teach skills and equip you with tools and templates for your own navigation, implementation, development and use. Before acting on any recommendations and information you receive in connection with our services you acknowledge and agree to seek such other independent professional advice as required.
- 15.3 We expressly disclaim any and all claims arising from any representations made, whether express or implied, or reliance upon any representations made in relation to our recommendations, or information supplied to you. You also acknowledge and agree to hold us harmless for any loss suffered as a result of our recommendations and information supplied in connection with our services and in accordance with this Site and further acknowledge and agree that the indemnities under clause 15 are considered reasonable.
- 15.4 We are accredited financial advisors in relation to mortgages only and are accredited by Vow Financial Pty Ltd (Australian Credit Licence 390261). We are not a legal or other financial services provider and cannot provide any legal, financial or tax advice or business advisory services relative to the suitability of our services. You are solely responsible for determining whether our services are suitable for use in accordance with any laws and regulations that govern you, your employ within a business, and your employer's industry.

16 LIABILITY IS LIMITED

- 16.1 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by law, including but not limited to, those rights under the Australian Consumer Law.
- 16.2 We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Our Community or Our Content.
- 16.3 In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this Site, Our Community or Our Content.
- 16.4 These limitations and terms include (but are not restricted to) loss or damage you might suffer as a result of:
 - (a) Reliance on the completeness, accuracy, suitability or currency of information, services irrespective of any verifying measures taken by us (including third party material and advertisements).

- (b) Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
- (c) Accessing websites or servers maintained by other organisations through links on our Site. Links are provided for convenience only. We do not endorse linked websites nor their services and you access them at your own risk.
- (d) The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

17 YOUR INDEMNITY

- 17.1 You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of these Terms.
- 17.2 We are not responsible for, and expressly disclaim all liability to the fullest extent permitted by law, for damages of any kind arising out of use, reference to, or reliance on any information contained within our Site, Our Community or through use of our products or services.

18 NO DISPARAGEMENT

- 18.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us and/or any of our services nor any statement that is false and does or has the tendency to damage our reputation of by any method including but not limited to any social media platform or review website anywhere in the world.
- 18.2 Should you breach this clause, you hereby indemnify us in accordance with clause 17 above.

19 LINKED WEBSITES, AFFILIATES OR SPONSORS

- 19.1 Any links to other websites on our Site, which are not operated by us are not controlled by us and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.
- 19.2 As affiliates of certain services we may also receive compensation for recommending, endorsing or promoting services as featured on our Site or in the course of delivering our services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those services which are not our own.

19.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by us which are not our own and caution you to make your own independent inquiry prior to any such use or purchase.

20 SEVERABILITY

20.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

21 NO ASSIGNMENT

21.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.

21.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

22 DISPUTE RESOLUTION

22.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.

22.2 Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.

22.3 In the case of claims against us, all notices are to be provided to admin@seedfinancial.com.au.

22.4 If the dispute is not resolved by agreement within 5 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 5 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.

22.5 Once a mediator is appointed, the parties agree that:

- (a) The costs of the mediator shall be borne equally between the disputing parties.
- (b) The chosen mediator shall determine the procedures for mediation.
- (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.

22.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at

mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

22.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

22.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.

22.9 This clause survives termination of these Terms.

23 APPLICABLE LAW

23.1 These Terms shall be construed in accordance with and governed by the laws of Western Australia, Australia. You consent to the exclusive jurisdiction of the courts in Western Australia to determine any matter or dispute which arises between us.

24 YOUR FEEDBACK

24.1 We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy for further details.

24.2 If you have questions or comments regarding this Site or our services, please email us at admin@seedfinancial.com.au. © Progressive Legal Pty Ltd – All legal rights reserved (2020). These Terms were last updated in January 2020.

APPENDIX

COMMUNITY GUIDELINES

Individuals of all levels are welcome here. We have community members of all skill and experience levels.

We want people to feel safe when using our groups and forums. For that reason, we've developed a set of community guidelines, outlined below. These policies will help you understand what type of sharing is allowed in our private groups and communities, and what type of content may be reported to us and removed. Because of the diversity of our global community, please keep in mind that something that may be disagreeable or disturbing to you may not violate our community guidelines.

- **Individuals of all skill levels are welcome here.**
We have members of all skill and experience levels.
- **Keep it respectful**
Comments that are inappropriately negative, rude, or attacking will be deleted, removed, or we will ask you to revise your thoughts. Everyone is here to learn and grow, so anything violating that will be removed.
- **No pitching to the group**
We have a strict 'no shopping for customers' policy in our groups. This includes pointing people to blog posts with your offers/affiliate offers and publicly asking members to join your own Facebook groups or communities. Be cautious of unsolicited private messages to group members. If we get multiple complaints that you or someone else is using private messages to make unsolicited pitches to members, you may be asked to leave. You should view the group as your peers, not your leads.
- **No gated content**
Content posted in the groups cannot be used to harvest leads in any way. If you need a feedback or a review, post the direct PDF, document, or screenshot. Don't require people to opt-in to view.
- **Respect confidentiality**
Content gathered in our Community groups cannot be collected, repackaged, and/or shared outside the group. Every member of our communities has a right to privacy and the right to feel safe that their questions, answers, and experiences remain privy to group members only.
- **Keep it on topic**
We reserve the right to remove posts based on off-topic content or offensive content.
- **Partnering with other members**
Access to this group does not mean that we endorse anyone's products or services. Please be cautious and do your due diligence when partnering with anyone in the group – don't assume everyone is trustworthy.
- **Report posts that are breaking group policies**
Due to the large amount of people in our groups and communities, it's sometimes difficult for us to

catch everything. If you see a post that is questionable, please report it, tag our community manager in the comments, or reach out to our community manager directly via private message so our team can review them.

- **Breaking the rules**

If you are deemed to be breaking the rules of the group, we reserve the right to remove you from the Facebook group that the offending behaviour has occurred within. © Progressive Legal Pty Ltd – All legal rights reserved (2020). These guidelines were last updated in December 2020.