

INTERNATIONAL DAY TRADING ACADEMY (“IDTA”) TERMS AND CONDITIONS OF SALE, SUBSCRIPTIONS AND ONLINE TRANSACTIONS

Australian Competition and Consumer Commission (ACCC) Compliance and Definitions.

IDTA comply with all required Australian Consumer Laws as defined by the ACCC <https://www.accc.gov.au/>.

1. Definitions

1.1 In these terms and conditions: -

- “Business Day” means a day on which trading banks in Melbourne Australia are open for business;
- “Course Fees” means the fees detailed in the Payment Plan section of the applicable customer disclaimer form;
- “Events” means Bootcamp, 101, 102, Platinum, TBS, or any other product or service offering, either in isolation or combination;
- “Intellectual Property Rights” means patents, trademarks, copyrights, database rights, design rights, applications for registration of any of the foregoing and all rights of like nature arising or subsisting whether registered or unregistered;
- “IDTA”, “we” or “us” means International Day Trading Academy Pty Ltd (ACN 165 005 550) and “IDTA Partners and Affiliates” shall mean all of Lachlan Elsworth, Cameron Buchanan, IDTA, their agents, officers, employees, speakers and sponsors;
- “Materials” means any materials created or distributed by IDTA about the Events;
- “Recordings” include still images, video and audio recordings;
- “Student” or “you” means the person whose details are set out on the customer disclaimer form;

1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.

2. Price and Payment

2.1 You must pay the total Course Fees in full prior to starting any Events unless otherwise detailed in the payment plan section of the applicable customer disclaimer form.

3. **Dates and venues**

- 3.1 We reserve the right to alter dates, times and venues or our Events if it is necessary to do so for reasons beyond our reasonable control. We further reserve the right to alter the structure and content of the Events in our discretion without liability to you provided that the changes do not fundamentally alter the nature of the Events.
- 3.2 We reserve the right at our discretion to exclude any Student from any Event (or any part thereof) for any reason we deem appropriate. Refunds of or credits for Course Fees in such circumstances will be reviewed on case-by-case basis.

4. **Confidentiality**

- 4.1 You agree to keep all information about IDTA's business, information learnt and all Materials ("Confidential Information") strictly confidential and will not disclose to third parties, use or copy Confidential Information save as agreed in writing with us in advance.
- 4.2 This clause 4 shall not apply in relation to information that (save by breach of any duty of confidence) is in the public domain or is required to be disclosed by order of a court.

5. **Intellectual Property**

- 5.1 IDTA shall have sole title and ownership of all Intellectual Property Rights in the Materials or Recordings created in the provision of any of its products or services.

6. **Liability**

- 6.1 Subject to clause 6.4 IDTA Partners and Affiliates shall have no liability if they are prevented from or delayed in performing their obligation by acts, events or omissions beyond their control including without limitation strikes, failure of transport network, national emergency, war, terrorism, act of god, civil commotion, malicious damage, compliance with any law or regulation, fire, flood, storm or default of contractors. If IDTA Partners and Affiliates is prevented from performing its obligation under this agreement for a period of 90 days or more IDTA shall on request refund any Course Fees paid.
- 6.2 Subject to clause 6.4 IDTA Partners and Affiliates shall not be liable for any indirect loss or damage which could not be reasonably foreseen to be the result of negligence or breach of these terms by IDTA Partners and Affiliates including by way of example any business loss or damage such as loss of profits or anticipated savings.
- 6.3 Subject to clause 6.4 the total liability of IDTA Partners and Affiliates in contract, tort, misrepresentation or otherwise arising in connection with this agreement shall be limited to Course Fees paid.
- 6.4 We warrant that our products and services will be provided with reasonable care. We do not make any other promises or warranties about our products or services.

6.5 Certain laws do not allow limitation on warranties or exclusion/limitation of certain damages. If these laws apply to you, some or all the above may not apply. Your statutory rights as a consumer are unaffected.

7. Warranties and Acknowledgements

Save for fraudulent representations, we shall not be liable for any warranties or representations unless they are set out in this agreement. All advertising material and all prior representations are hereby superseded by this agreement except for any terms agreed in writing between you and us.

7.1 You hereby agree and acknowledge that:

7.1.1 None of IDTA Partners and Affiliates are brokers or investment advisers. Any decision to invest in any financial or investment product is made by you. You hold IDTA Partners and Affiliates harmless for your activities. IDTA Partners and Affiliates have not promised or represented to you that you will earn a profit. Investing in the futures market is risky and the value of investments may go down as well as up. Many people lose money on the futures market. The options market is extremely risky.

7.1.2 Any investments cited (“Investment Examples”) are given for educational and illustrative purposes only, not by way of recommendation. Although Investment Examples may have once been profitable, past returns are no indication of current or future performance. Price information pertaining to the Investment Examples is subject to market changes.

7.1.3 The Events are for educational purposes only. You must use a regulated financial adviser or stockbroker should you wish to make investments. IDTA Partners and Affiliates do not recommend any specific investments.

8. Release for Recordings

8.1 During the Events, Recordings may be made by IDTA or their nominees. You may be included in the Recordings. You will not be given any payment for their use.

8.2 You shall have no claim, right or interest to any of the Recordings which IDTA may use in whole or in part, individually or in conjunction with other materials, in any medium and for any purpose whatsoever, including but not limited to use in promotional materials.

8.3 Nothing herein will constitute any obligation on behalf of IDTA to make any use of the Recordings. IDTA shall not be liable for any loss of opportunity to enhance your reputation.

8.4 You may not make any Recordings during the Events without prior written permission.

9. **Cancellation Policy**

- 9.1 You may cancel your further obligation under this agreement four weeks prior to the course start date by writing to us at 1/80 Dover Drive, Burleigh Heads 4220 QLD ("Cancellation Notice"). If we receive your Cancellation Notice on or before the 5th Business Day from the date of signing this agreement you will receive a full refund of Course Fees paid. You have no right to cancel after 5 Business Days of signing this agreement and any remaining balance of Course Fees are payable in full. You acknowledge that you are unable to cancel any individual aspect of this product. If you fail to attend the Events as scheduled without our prior written consent you will not be entitled to a refund of any part of the Course Fees.
- 9.2 Save as set out above, cancellation or termination of this agreement shall be without prejudice to any rights which have accrued prior to such date. The rights and obligations contained in clauses 6 and 7 shall survive any termination or cancellation.

10. **Delivery of Online Education Courses**

- 10.1 In the completion of the IDTA Education Process, select Members are given access to online education courses. An IDTA Online Education Course is considered 'delivered in full', once a Member has logged into the IDTA Members Area and hence had the opportunity to access their Education Course and hence take delivery of that course. Once a Member has entered the IDTA Members Area it will be deemed that they have had access to the 'purchased materials' and had the opportunity to download all intellectual property.
- 10.2 The Coaching, Live Trading Room and Indicator Bonuses, that may be applied to select Online Education Courses, are considered 'delivered in full', once the appropriate sessions have been completed (typically but not limited to 'three months of bonus service').
- 10.3 These bonuses do not constitute a financial component of the cost of the selected Online Education Course.

11. **Delivery of the Accelerator/ Shift/ Investment Day/ Moderator Development (Physical Attendance) Courses**

- 11.1 In the completion of any IDTA 'Physical Attendance' Course, which may include, but is not limited to, the above-mentioned courses, the 'deliverable' component of the Attendance Course, regardless of length, will be deemed 'delivered in full', at the completion of the last day of the physical attendance program.
- 11.2 The Coaching, Live Trading Room and Indicator Bonuses, that may be applied to select Attendance Courses, are considered 'delivered in full', once the appropriate sessions have been completed (typically but not limited to 'three months of bonus service').
- 11.3 These bonuses do not constitute a financial component of the cost of the selected Online Education Course.

12. **Delivery of the 3, 5 or 6 Day Platinum Courses**

- 12.1 In the completion of the 3, 5 or 6 Day Platinum Courses, including 'Platinum in Paradise' or any derivative of a Platinum Course, the 'deliverable' component of the Platinum course, regardless of length, will be deemed 'delivered in full', at the completion of the last day of the physical attendance program.
- 12.2 The Advanced Coaching Bonus, that may be applied to select Platinum Courses, is then considered 'delivered in full', once the appropriate sessions have been completed.
- 12.3 The Advanced Coaching bonus (if applicable) does not constitute a financial component of the cost of the selected Platinum course.
- 12.4 Any missed Platinum Training Day can be 'made up' during a subsequent Platinum Program and at the discretion of IDTA.
- 12.5 If there is no subsequent Platinum Program, a 'missed day/s' will be forfeited by the attendee.

13. **Delivery of Monthly Subscription Services**

- 13.1 In the ongoing education of IDTA Traders, certain monthly subscription services may be utilized at the discretion of the Trader. These subscription services include, but are not limited to, the IDTA Live Trading Room/s, IDTA Indicators, Weekly Coaching and Advanced Coaching. These subscription services are considered 'delivered in full', at the end of the calendar month that pertains to their purchase.
- 13.2 Any request for Refund based on partial use of a 'Monthly Subscription Product' will only be considered by IDTA if IDTA has failed to deliver the service purchased.

14. **Delivery of Longer Term Subscription Services**

- 14.1 In the ongoing education of IDTA Traders, certain Longer-Term subscription services may be utilized at the discretion of the Trader. These subscription services include, but are not limited to, the IDTA Coaching Circles Program. These subscription services are considered 'delivered in full', at the end of the calendar month that pertains to the end of the subscription program.
- 14.2 Any request for Refund based on partial use of a 'Longer Term Subscription Product' will only be considered by IDTA if IDTA has failed to deliver the service purchased.

15. **Delivery of the Trading Business School Program**

- 15.1 In the completion of the Trading Business School (TBS) Program, the 'deliverable' component of the TBS Program, will be deemed 'delivered in full', at the completion of the last day of the last weekend of the physical attendance program.

- 15.2 Any associated bonuses, that may be applied to the TBS Program, are considered 'delivered in full', once the appropriate 12 Month of Subscriptions have been completed.
- 15.3 The associated bonuses (if applicable) do not constitute a financial component of the cost of the selected Platinum course.
- 15.4 Any missed TBS Training Weekend can be made up during a subsequent TBS Program. If there is no subsequent TBS Program, a 'missed weekend' will be forfeited by the attendee.

16. General

- 16.1 The laws of the state of Queensland govern this agreement and the parties irrevocably submit to the exclusive jurisdiction of the courts of Australia.
- 16.2 This agreement may not be assigned or sub-licensed by you without the written approval of IDTA. Your place at the Events is personal to you and may not be transferred without our prior written consent.
- 16.3 No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right and no waiver by either party of any breach shall be a waiver of any subsequent breach.
- 16.4 No term of this Agreement shall be enforced under the Contract (Rights of Third Parties) Act 1999 or otherwise by a third party.
- 16.5 If you are not satisfied with a response received from IDTA within 14 days, you are entitled to refer the matter to the Complaints Manager at Beyond Capital Asset Management, Unit 2/80 Dover Drive Burleigh Heads, QLD, 4220.

The IDTA Team.

IDTA Authorisations and Customer Caution Notices

Authorisations

The International Day Trading Academy (ACN 165 005 550) is a Corporate Authorized Representative (CAR Number 001250922) of Beyond Capital Asset Management P/L (ACN 610 259 179) (AFSL 484045) for FUTURES Trading Education. For further information please refer to the Beyond Capital Asset Management Financial Services Guide: <https://www.beyondcapital.com.au/wp-content/uploads/2016/10/BCAM-FSG-2016.pdf>

General Information Warning

All information of any form presented by IDTA Partners and Affiliates is General Information Only. Any advice given or implied is General Advice Only. Neither your personal objectives or financial situation or needs have been taken into consideration. Accordingly, you should consider how appropriate the advice (if any) is to those objectives, financial situations or needs, before acting on the advice.

These terms and conditions are not intended to replace, and are to be read in conjunction with, the current IDTA/BCAM Financial Services Guide and IDTA Authorizations and Customer Caution Notices. For a full list refer to the IDTA website:
www.idta.com.au