



WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to PropertyInvestorHQ.com.au (**Website**). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (**Products**). The Website provides this service by way of granting you access to the content on the Website (**Purchase Services**).
- (b) The Website is operated by EKDL Marketing Pty Ltd T/A Property Investor HQ(ACN 655 816 470). Access to and use of the Website, or any of its associated Products or Services, is provided by EKDL Marketing Pty Ltd T/A Property Investor HQ. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (c) EKDL Marketing Pty Ltd T/A Property Investor HQ reserves the right to review and change any of the Terms by updating this page at its sole discretion. When EKDL Marketing Pty Ltd T/A Property Investor HQ updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take effect 14 days from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by EKDL Marketing Pty Ltd T/A Property Investor HQ in the user interface.

3. Registration to use the Purchase Services

- (a) In order to access the Purchase Services, you must first register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i) Email address
 - (ii) Preferred username
 - (iii) Mailing address
 - (iv) Telephone number



- (v) Password
- (vi) Full name, phone number, state/territory of residence, and property investment experience level.
- (vii) Data Retention and Deletion: Personal information collected will be retained for 2 years to comply with legal obligations, after which it will be securely deleted unless otherwise required by law or requested by the Member.
- (viii) Data Breach Notification: In the event of a data breach affecting personal information, Members will be notified within 48 hours of discovery, in accordance with the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth).
- (ix) Cross-Border Data Transfers: Where personal information is transferred outside Australia, the Company will ensure that overseas recipients are subject to substantially similar privacy protections as required under Australian Privacy Principle 8, and Members will be notified of such transfers and the countries involved through the Company's privacy policy, with express consent obtained where required by law.
- (x) Data Security Measures: The Company will implement reasonable technical and organisational measures to protect personal information from unauthorised access, disclosure, alteration, or destruction, including encryption of sensitive data, secure storage systems, and regular security audits in accordance with Australian Privacy Principle 11.
- (xi) Member Data Access Rights: Members may request access to, correction of, or deletion of their personal information at any time by contacting the Company in writing, with such requests to be processed within 30 business days in accordance with Australian Privacy Principles 12 and 13.
- (xii) Privacy Policy Updates: The Company will notify Members of any material changes to its privacy practices or this privacy policy at least 30 business days before such changes take effect, with notification provided via email to the Member's registered email address and prominent notice on the Website, and Members will be deemed to have accepted such changes unless they terminate their membership in accordance with clause 11.
- (xiii) Third-Party Data Sharing: The Company will not disclose personal information to third parties without the Member's express consent, except where required by law or necessary for the provision of services, and will maintain a register of all third-party disclosures available to Members upon request in accordance with Australian Privacy Principle 6.
- (xiv) Marketing Use of Member Content: By registering, you consent to the Company using screenshots, testimonials, case studies, or other content you create or share through the Website for marketing, promotional, and educational purposes,



including social media and advertising materials, unless you opt out by contacting the Company in writing within 30 business days of registration or at any time thereafter, with opt-out requests taking effect within 30 business days and the Company not using your full name or identifying information without separate written consent except where you have publicly shared such information on the Website.

- (b) You warrant that any information you give to EKDL Marketing Pty Ltd T/A Property Investor HQ in the course of completing the registration process will always be accurate, correct and up to date.
- (c) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms. As a Member you will be granted immediate access to the Purchase Services.
- (d) Upon registration, you acknowledge and agree that: (i) speakers, educators, and content contributors are independent contractors and not employees or agents of EKDL Marketing Pty Ltd T/A Property Investor HQ; (ii) EKDL Marketing Pty Ltd T/A Property Investor HQ does not endorse, verify, or take responsibility for any statements, recommendations, qualifications, credentials, or financial interests of speakers or educators; (iii) each speaker is solely responsible for the accuracy, legality, and compliance of their own statements and recommendations; (iv) you will not hold EKDL Marketing Pty Ltd T/A Property Investor HQ liable for any speaker conduct, statements, or recommendations, and your sole remedy for speaker misconduct is to contact the speaker directly or report the conduct to relevant regulators; and (v) you acknowledge that speakers may have undisclosed financial interests in products or services discussed, and you must independently verify all speaker disclosures and conduct due diligence before relying on any speaker recommendations.
- (e) You may not use the Purchase Services and may not accept the Terms if:
 - (a) you are not of legal age to form a binding contract with EKDL Marketing Pty Ltd T/A Property Investor HQ; or
 - (b) you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

- (a) As a Member, you agree to comply with the following: You will use the Purchase Services only for purposes that are permitted by:
 - (i) the Terms;
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;



- (iii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
- (iv) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify EKDL Marketing Pty Ltd T/A Property Investor HQ of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (v) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of EKDL Marketing Pty Ltd T/A Property Investor HQ providing the Purchase Services;
- (vi) you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by EKDL Marketing Pty Ltd T/A Property Investor HQ for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.
- (ix) you acknowledge and agree that you are solely responsible for all decisions, due diligence, and investment activities undertaken in connection with the Purchase Services, including assessing the suitability of any property, strategy, or project for your circumstances, engaging professional advisers (including financial advisers, lawyers, accountants, and licensed professionals) where required, and bearing all costs associated with property transactions, funding, consultants, or implementation of any strategies discussed, and you further acknowledge that investment in property involves significant financial risk and that EKDL Marketing Pty Ltd T/A Property Investor HQ shall not be liable for any investment decisions, losses, damages, or costs arising from your reliance on or implementation of educational content provided through the Website.
- (x) you agree not to reproduce, distribute, screen record, or commercially exploit any educational content, course materials, or intellectual property accessed through the Website, and you acknowledge that sharing login credentials or providing unauthorised access to Purchase Services to third parties is strictly prohibited.
- (xi) you acknowledge and agree that EKDL Marketing Pty Ltd T/A Property Investor HQ provides educational content only and does not provide personalised investment



advice, property recommendations, financial planning services, tax advice, legal advice, or any other regulated professional services, and you further acknowledge that all educational content, including strategies, case studies, and market analysis, is general in nature and not tailored to your personal circumstances, and you must engage independent licensed professional advisers (including financial advisers, tax advisers, lawyers, and real estate professionals) before making any investment decision or financial commitment.

- (xii) you acknowledge that EKDL Marketing Pty Ltd T/A Property Investor HQ does not provide financial product advice as defined by section 766B of the Corporations Act 2001 (Cth), and all educational content is general in nature and not tailored to your personal circumstances, financial situation, investment objectives, or risk profile, and you must obtain independent advice from a licensed financial adviser holding an Australian Financial Services Licence before making any investment decision or financial commitment, and you further acknowledge that you are solely responsible for determining whether any investment strategy discussed is suitable for your circumstances and that EKDL Marketing Pty Ltd T/A Property Investor HQ shall not be liable for any investment decisions, losses, or damages arising from your reliance on educational content without obtaining independent professional advice.
- (xiii) any breach of clause 4.a.ix will result in immediate termination of your access to the Purchase Services, and you will be liable for all damages, losses and legal costs incurred by EKDL Marketing Pty Ltd T/A Property Investor HQ, including but not limited to claims under the Copyright Act 1968 (Cth), and you agree to indemnify EKDL Marketing Pty Ltd T/A Property Investor HQ against any third-party claims arising from your unauthorised use or distribution of educational content.
- (xiv) EKDL Marketing Pty Ltd T/A Property Investor HQ reserves the right to monitor account access patterns and detect unauthorised credential sharing, and upon detection may: (i) issue a written warning; (ii) suspend account access pending investigation; or (iii) terminate the account and pursue legal action for damages including lost subscription revenue, content distribution costs, and legal fees, and you acknowledge that credential sharing constitutes a material breach for which you remain liable for all resulting damages.
- (xv) upon suspected detection of unauthorised credential sharing, EKDL Marketing Pty Ltd T/A Property Investor HQ will: (i) issue written notice to the account holder within 30 business days detailing the suspected breach, evidence, and specific clause violated; (ii) provide 30 business days for the account holder to respond in writing with explanation or evidence of legitimate shared access under clause 4.a.xvii; (iii) conduct investigation within [DAYS] business days of response; (iv) provide written decision within 30 business days of investigation completion,



including reasoning and appeal rights; (v) suspend account access only after written notice and response period, except where immediate suspension is necessary to prevent ongoing unauthorised distribution; (vi) permit appeal of suspension decision within 30 days by contacting the designated support email with additional evidence; and (vii) reinstate access within 30 business days if appeal is upheld, provided that immediate termination without notice is permitted only where credential sharing involves commercial distribution or sale of educational content.

- (xvi) for the avoidance of doubt, you may download, access offline, and take personal notes on educational content for your own study and personal reference only, provided that you do not: (i) reproduce, distribute, or share educational content with third parties; (ii) screen record, video record, or audio record educational content; (iii) commercially exploit, sell, or license educational content; (iv) create derivative works or adaptations; (v) remove or alter copyright notices or attribution; or (vi) use educational content for group study or training purposes without express written permission from EKDL Marketing Pty Ltd T/A Property Investor HQ.
- (xvii) you acknowledge that EKDL Marketing Pty Ltd T/A Property Investor HQ may implement technical protection measures including watermarking, digital rights management, and access logging to protect educational content, and you agree not to circumvent, disable, or interfere with such protection measures, and you further acknowledge that any attempt to bypass or disable technical protections constitutes a material breach entitling EKDL Marketing Pty Ltd T/A Property Investor HQ to immediate termination and recovery of all damages including costs of investigation and remediation.
- (xviii) you acknowledge that legitimate shared access within a single household or between an account holder and their authorised representative (including a spouse, family member, or professional adviser acting on your behalf) does not constitute credential sharing, provided that: (i) access remains limited to the account holder's personal use and benefit; (ii) the account holder maintains control and responsibility for all account activity; (iii) access is not provided to third parties for their independent commercial benefit; and (iv) EKDL Marketing Pty Ltd T/A Property Investor HQ is notified in writing within 7 business days if access patterns may appear inconsistent due to legitimate shared household use or authorised representative access.

5. Purchase of Products and Returns Policy

- (a) In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (**Purchase Price**).



- (b) Payment of the Purchase Price may be made through Stripe, PayPal (**Payment Gateway Provider**). In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- (c) All Purchase Prices are displayed and payable in Australian Dollars (AUD) inclusive of GST where applicable. In the event of payment failure or processing errors, you will be notified via email and provided [HOURS] hours to complete payment, after which your order may be cancelled and any authorised amounts refunded within [BUSINESS_DAYS] business days.
- (d) You will receive email notification of payment failure and refund status updates. Disputes regarding payment or refunds must be raised within 30 days of the transaction date by contacting EKDL Marketing Pty Ltd T/A Property Investor HQ directly.
- (e) Where a payment dispute is resolved in your favour, EKDL Marketing Pty Ltd T/A Property Investor HQ will process the refund within 7 business days of resolution and provide written confirmation of the refund amount and expected timeframe for funds to appear in your account.
- (f) Following payment of the Purchase Price being confirmed by EKDL Marketing Pty Ltd T/A Property Investor HQ, you will be issued with a receipt to confirm that the payment has been received and EKDL Marketing Pty Ltd T/A Property Investor HQ may record your purchase details for future use.
- (g) EKDL Marketing Pty Ltd T/A Property Investor HQ may, at their sole discretion, provide a refund on the return of the Products within days where the Product packaging is unopened and remains in a saleable condition. You acknowledge and agree that you are liable for any postage and shipping costs associated with any refund pursuant to this clause.
- (h) For digital educational content, online courses, and platform access, refunds are available within 7 days of purchase if you have accessed less than 50% of the course content and are genuinely dissatisfied with the educational content quality or platform functionality. Refunds are not available for change of mind after accessing more than 50% of content, dissatisfaction with investment outcomes, or failure to complete coursework. Refund requests must be submitted within 3 3 days of purchase with written explanation, and EKDL Marketing Pty Ltd T/A Property Investor HQ will assess eligibility and respond within 7 business days.
- (i) For the purposes of clause 5.h, 'access' is measured by: (i) completion of course modules; (ii) total viewing time of video content; or (iii) submission of assessments. Access is recorded when you click play on video content, download materials, or submit assessments, and pausing, rewinding, or incomplete viewing counts as access for refund eligibility purposes.



- (j) Nothing in this clause limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded. You acknowledge that the Products come with guarantees that cannot be excluded under the Australian Consumer Law, including guarantees as to acceptable quality, fitness for purpose and correspondence with description.
- (k) You have the right to cancel your purchase of digital educational content, online courses, and platform access within 3 days of purchase without providing a reason or incurring any penalty, in accordance with Australian Consumer Law. To exercise your cooling-off right, you must notify EKDL Marketing Pty Ltd T/A Property Investor HQ in writing within 3 days of purchase, stating your intention to cancel. Upon receipt of your cancellation notice, EKDL Marketing Pty Ltd T/A Property Investor HQ will process your refund within 7 business days and provide written confirmation of the refund amount and expected timeframe for funds to appear in your account.

6. Warranty

- (a) EKDL Marketing Pty Ltd T/A Property Investor HQ's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure (**Warranty**).
- (b) You may make a claim under this clause (**Warranty Claim**) for material defects and workmanship in the Products within Not applicable - educational content and services are provided as-is with satisfaction guarantee as per refund policy from the date of purchase (**Warranty Period**).
- (c) In order to make a Warranty Claim during the Warranty Period, you must provide proof of purchase to EKDL Marketing Pty Ltd T/A Property Investor HQ showing the date of purchase of the Products, provide a description of the Products and the price paid for the Products by sending written notice to EKDL Marketing Pty Ltd T/A Property Investor HQ by email at support@propertyinvestorhq.com.au.
- (d) Where the Warranty Claim is accepted then EKDL Marketing Pty Ltd T/A Property Investor HQ will, at its sole discretion, either repair or replace any defective Products or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. You acknowledge and agree that you will be solely liable for any postage or shipping costs incurred in facilitating the Warranty Claim.
- (e) The Warranty shall be the sole and exclusive warranty granted by EKDL Marketing Pty Ltd T/A Property Investor HQ and shall be the sole and exclusive remedy available to you in



addition to other rights and under a law in relation to the Products to which this warranty relates.

- (f) All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- (g) For digital Products including online courses, educational materials, and platform access, the Warranty covers technical defects in delivery and access (including platform unavailability, content inaccessibility, and download failures) but does not extend to the accuracy of educational content, investment outcomes, or your satisfaction with course materials.
- (h) To make a Warranty Claim for digital Products, you must: (i) document the technical defect with screenshots, timestamps, and error messages; (ii) notify EKDL Marketing Pty Ltd T/A Property Investor HQ within 7 days of discovering the defect; and (iii) allow EKDL Marketing Pty Ltd T/A Property Investor HQ 48 hours to investigate and attempt resolution, after which EKDL Marketing Pty Ltd T/A Property Investor HQ will respond within 7 business days with either a repair, pro-rata refund for the affected portion, or alternative access to equivalent educational content.
- (i) The Warranty excludes: (i) scheduled maintenance notified 48 hours in advance; (ii) technical issues caused by your internet connection, device specifications, or browser incompatibility; (iii) temporary service interruptions of less than [HOURS] cumulative hours per calendar month; (iv) content accuracy, educational value, or investment outcomes; and (v) your subjective satisfaction with course materials, teaching methods, or platform features.
- (j) The Warranty does not apply to any appearance of the supplied Products nor to the additional excluded items set forth below nor to any supplied Products where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.
- (k) For the purposes of this Warranty, EKDL Marketing Pty Ltd T/A Property Investor HQ distinguishes between physical educational materials (including books, workbooks, and printed resources) which are subject to the Warranty Period specified in clause 6.b, and digital content or services (including online courses, webinars, and downloadable materials) which are provided subject to the satisfaction guarantee and refund policy as set out in this Agreement.
- (l) For the purposes of clause 6.h, technical defects are objectively defined as: (i) platform unavailability exceeding 40 cumulative hours per calendar month (measured as inability to access login or core educational content); (ii) content inaccessibility preventing access to purchased materials for more than 40 consecutive hours; (iii) download failures preventing successful download after 10 attempts over 24 hours; or (iv) video streaming failures with



buffering exceeding 90% of total viewing time, provided such defects are not caused by factors listed in clause 6.i(ii).

7. Copyright and Intellectual Property

- (a) The Website, the Purchase Services and all of the related products of EKDL Marketing Pty Ltd T/A Property Investor HQ are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (**Content**) are owned or controlled for these purposes, and are reserved by EKDL Marketing Pty Ltd T/A Property Investor HQ or its contributors.
- (b) EKDL Marketing Pty Ltd T/A Property Investor HQ retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of EKDL Marketing Pty Ltd T/A Property Investor HQ; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
 - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- (c) You may not, without the prior written permission of EKDL Marketing Pty Ltd T/A Property Investor HQ and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

8. Privacy

EKDL Marketing Pty Ltd T/A Property Investor HQ takes your privacy seriously and any information provided through your use of the Website and/or the Purchase Services are subject to EKDL Marketing Pty Ltd T/A Property Investor HQ's Privacy Policy, which is available on the Website.

9. General Disclaimer

- (a) You acknowledge that EKDL Marketing Pty Ltd T/A Property Investor HQ does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.



- (b) EKDL Marketing Pty Ltd T/A Property Investor HQ will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.
- (c) Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (d) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (ii) EKDL Marketing Pty Ltd T/A Property Investor HQ will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (e) Use of the Website, the Purchase Services, and any of the products of EKDL Marketing Pty Ltd T/A Property Investor HQ, is at your own risk. Everything on the Website, the Purchase Services, and the Products of EKDL Marketing Pty Ltd T/A Property Investor HQ, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of EKDL Marketing Pty Ltd T/A Property Investor HQ make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of EKDL Marketing Pty Ltd T/A Property Investor HQ) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;



- (iv) the Content or operation in respect to links which are provided for the User's convenience;
- (v) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (vi) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.
- (vii) any reliance placed on educational content, speaker statements, course materials, or investment strategies presented on the Website, which are provided for informational purposes only and do not constitute financial advice, financial recommendations, or investment advice tailored to individual circumstances.
- (viii) any reliance on strategies, case studies, or examples presented through the Program, as EKDL Marketing Pty Ltd T/A Property Investor HQ does not provide financial product advice, investment advice, legal advice, tax advice, accounting advice, credit advice, real estate agency services, or any other regulated professional services, and Members must obtain independent professional advice from qualified advisers before acting on any information provided.
- (ix) any third-party programs, bonus content, or materials provided as part of your purchase, which are provided by independent third parties and are not created, controlled, endorsed, or monitored by EKDL Marketing Pty Ltd T/A Property Investor HQ, and Members must contact the third-party provider directly for support, complaints, or disputes regarding such programs.
- (x) any investment decisions, property purchases, financial commitments, or contractual obligations entered into by Members based on educational content, strategies, or case studies presented through the Website or Program, as EKDL Marketing Pty Ltd T/A Property Investor HQ does not provide financial product advice as defined by the Corporations Act 2001 (Cth), and Members are solely responsible for obtaining independent professional advice from licensed financial advisers, lawyers, accountants, and tax advisers before making any investment decision or financial commitment.
- (xi) any changes in market conditions, property values, interest rates, taxation laws, or regulatory requirements that may affect investment outcomes or strategies discussed in educational content, as EKDL Marketing Pty Ltd T/A Property Investor HQ does not provide ongoing updates or personalized advice regarding how such changes may impact Members' individual circumstances, and Members must obtain current professional advice from licensed financial advisers and tax advisers before implementing any investment strategy.
- (xii) any outcomes, losses, or damages arising from Members' participation in third-party programs, bonus content, or external resources accessed through the Website, as



EKDL Marketing Pty Ltd T/A Property Investor HQ's role is limited to providing access to educational content and does not extend to creating, controlling, endorsing, or monitoring third-party materials, and Members are solely responsible for evaluating third-party provider credibility, conducting independent due diligence, and contacting third-party providers directly for support or dispute resolution.

- (xiii) any losses, damages, or adverse outcomes arising from Members' failure to obtain independent professional advice from licensed financial advisers, lawyers, accountants, or tax advisers before making investment decisions or financial commitments, as EKDL Marketing Pty Ltd T/A Property Investor HQ expressly requires Members to seek such advice and does not accept responsibility for Members who proceed without obtaining appropriate professional guidance tailored to their individual circumstances, financial situation, and investment objectives.
- (xiv) any statements, qualifications, credentials, or recommendations of speakers, educators, or content contributors, as EKDL Marketing Pty Ltd does not vet, endorse, or take responsibility for such third parties, whose views do not represent those of EKDL Marketing Pty Ltd, and Members must independently verify speaker qualifications and conduct their own due diligence before relying on any speaker statements or recommendations.
- (xv) any financial interests, commercial relationships, or conflicts of interest that speakers, educators, or content contributors may have in products, services, or investment opportunities discussed or recommended during educational content, as EKDL Marketing Pty Ltd T/A Property Investor HQ does not monitor, verify, or disclose such relationships, and Members must independently investigate potential conflicts of interest before acting on any speaker recommendations or investment strategies.
- (xvi) any failure by speakers, educators, or content contributors to disclose material financial interests, commercial relationships, or conflicts of interest despite EKDL Marketing Pty Ltd T/A Property Investor HQ's vetting procedures and disclosure requirements, as Members remain responsible for independently verifying speaker disclosures and conducting their own due diligence regarding potential undisclosed conflicts before relying on any speaker recommendations or investment strategies.
- (xvii) any losses, damages, or adverse outcomes arising from Members' failure to review mandatory speaker conflict-of-interest disclosures provided before accessing speaker content, as EKDL Marketing Pty Ltd T/A Property Investor HQ implements verification procedures requiring speakers to disclose financial interests, commercial relationships, and professional licenses, and Members who proceed without reviewing these disclosures assume full responsibility for assessing



potential speaker bias and undisclosed conflicts that may affect speaker recommendations or investment strategies.

- (xviii) any reliance on speaker content where Members have not reviewed mandatory pre-content disclosures regarding speaker qualifications, professional licenses, relevant experience, financial interests, commercial relationships, or conflicts of interest, as EKDL Marketing Pty Ltd T/A Property Investor HQ provides such disclosures before Members access speaker content, and Members who proceed without reviewing these disclosures assume full responsibility for assessing speaker credibility and potential bias.

10. Limitation of Liability

- (a) EKDL Marketing Pty Ltd T/A Property Investor HQ's total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of EKDL Marketing Pty Ltd T/A Property Investor HQ is the resupply of information or Purchase Services to you except in situations excluded by law, including consumer guarantees, personal injury, and misleading or deceptive conduct.
- (b) You expressly understand and agree that EKDL Marketing Pty Ltd T/A Property Investor HQ, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
 - (a) Nothing in clause 10.b limits or excludes liability that cannot be excluded by law, including liability for breach of consumer guarantees under the Australian Consumer Law, liability for personal injury or death caused by negligence, liability for fraud or wilful misconduct, liability for breach of Australian Privacy Principles, or any other liability that by law cannot be limited or excluded.
 - (a) You agree not to bring personal claims against individual directors, employees, contractors, or representatives of EKDL Marketing Pty Ltd arising from these Terms, except where such individual's fraud, wilful misconduct, or gross negligence directly caused your loss, and all claims must be brought against EKDL Marketing Pty Ltd T/A Property Investor HQ only.



- (b) You acknowledge that any information, education, or content provided through the Services is general in nature and does not constitute personal financial, investment, legal, or tax advice, and you remain solely responsible for obtaining independent professional advice before making any property investment or financial decisions based on the Services.
- (c) You agree not to bring personal claims, actions or proceedings against any director, employee, contractor, presenter, speaker, educator, agent or representative of EKDL Marketing Pty Ltd T/A Property Investor HQ arising out of or in connection with the Purchase Services or these Terms, except where prohibited by law or where personal liability arises from fraud or wilful misconduct. All claims must be brought against EKDL Marketing Pty Ltd T/A Property Investor HQ only, and your sole remedy is limited to the liability cap in Section 10.a.
- (d) EKDL Marketing Pty Ltd T/A Property Investor HQ is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase Services, whether posted or caused by users of the website of EKDL Marketing Pty Ltd T/A Property Investor HQ, by third parties or by any of the Purchase Services offered by EKDL Marketing Pty Ltd T/A Property Investor HQ.

11. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by EKDL Marketing Pty Ltd T/A Property Investor HQ as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) notifying EKDL Marketing Pty Ltd T/A Property Investor HQ at any time; and
 - (ii) closing your accounts for all of the Purchase Services which you use, where EKDL Marketing Pty Ltd T/A Property Investor HQ has made this option available to you.
- (c) Your notice should be sent, in writing, to EKDL Marketing Pty Ltd T/A Property Investor HQ via the 'Contact Us' link on our homepage.
- (d) EKDL Marketing Pty Ltd T/A Property Investor HQ may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) EKDL Marketing Pty Ltd T/A Property Investor HQ is required to do so by law;
 - (iii) the partner with whom EKDL Marketing Pty Ltd T/A Property Investor HQ offered the Purchase Services to you has terminated its relationship with EKDL Marketing Pty Ltd T/A Property Investor HQ or ceased to offer the Purchase Services to you;
 - (iv) EKDL Marketing Pty Ltd T/A Property Investor HQ is transitioning to no longer providing the Purchase Services to Users in the country in which you are resident or from which you use the service; or



- (v) the provision of the Purchase Services to you by EKDL Marketing Pty Ltd T/A Property Investor HQ is, in the opinion of EKDL Marketing Pty Ltd T/A Property Investor HQ, no longer commercially viable.
 - (vi) EKDL Marketing Pty Ltd T/A Property Investor HQ has provided you with 30 days' written notice of termination, except where immediate termination is permitted for serious breach including credential sharing, intellectual property infringement, or illegal activity that materially harms the platform or other Users.
 - (vii) for termination under clauses 11.d.ii, 11.d.iii, 11.d.iv, or 11.d.v, EKDL Marketing Pty Ltd T/A Property Investor HQ will provide [DAYS] days' written notice, except where immediate termination is required by law or court order.
 - (viii) upon termination or expiration of these Terms, Members retain perpetual access to certificates of completion and personal notes downloaded during the membership period, may request download of all personal data within 30 days of termination in accordance with Australian Privacy Principles 12 and 13, and EKDL Marketing Pty Ltd T/A Property Investor HQ will delete personal information within 30 days of termination unless legally required to retain it and will provide written confirmation of deletion upon request.
 - (ix) EKDL Marketing Pty Ltd T/A Property Investor HQ may delete, archive, or retire educational content upon program completion or course expiration, provided that Members receive 30 days' written notice before deletion, retain the right to download personal notes and certificates during the notice period, and archived content remains accessible for 30 for Members who completed the program.
- (e) Subject to local applicable laws, EKDL Marketing Pty Ltd T/A Property Investor HQ reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Purchase Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts EKDL Marketing Pty Ltd T/A Property Investor HQ's name or reputation or violates the rights of those of another party.
- (f) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and EKDL Marketing Pty Ltd T/A Property Investor HQ have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

12. Indemnity

- (a) You agree to indemnify EKDL Marketing Pty Ltd T/A Property Investor HQ, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;
- (ii) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (iii) any breach of the Terms.
- (iv) any claims arising from your breach of third party intellectual property rights through your use of the Website, except where such breach results from EKDL's negligence, breach of these Terms, or failure to implement reasonable security measures.
- (v) any loss or damage arising from your unauthorised use of another member's registration information, provided such unauthorised use does not result from EKDL's failure to implement reasonable security measures.

13. Dispute Resolution

13.1. Compulsory

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

13.2. Notice

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

13.3. Resolution

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (i) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (ii) The good faith negotiation must include: (a) within 7 days, written communication detailing the Dispute and proposed resolution; (b) if unresolved within 14 days, a management-level discussion via phone, video conference or in-person meeting; and (c) each Party maintaining a written record of all negotiation attempts and outcomes.
- (iii) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or

request that an appropriate mediator be appointed by the President of the Resolution Institute or his or her nominee;

- (iv) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (v) For remote mediation conducted via telephone or video conference, each Party bears its own communication and technology costs, and the mediator must ensure all Parties have equal opportunity to participate effectively in the mediation process.
- (vi) The mediation will be held in Brisbane, Australia.

13.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

13.5. Termination of Mediation

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

13.6. Continuation of Obligations

Despite the existence of a Dispute, the Parties must continue to perform their respective obligations under the Terms, including the Customer's payment obligations and the Company's obligation to provide access to educational materials and services, unless otherwise agreed in writing or directed by a court of competent jurisdiction.

14. Venue and Jurisdiction

The Purchase Services offered by EKDL Marketing Pty Ltd T/A Property Investor HQ are intended to be used by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

15. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the



laws of Queensland Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

16. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

17. Explicit Acceptance Requirements

You must provide explicit acceptance of these Terms by: (i) ticking the checkbox at registration confirming you have read and agree to be bound by these Terms; (ii) ticking a separate checkbox before purchase acknowledging the refund policy, warranty terms, and educational content disclaimers; and (iii) receiving email confirmation of your acceptance with timestamp. Acceptance becomes effective when you click the final Accept button and receive email confirmation. You may withdraw within 3 days under Australian Consumer Law cooling-off rights by notifying us in writing.