

Membership Terms and Conditions

The Freedom Group provides membership benefits to individuals who join a community of property investors.

Seminars and various membership services are provided by Freedom Wealth Creation Pty Ltd T/A Freedom Property Investors (ABN 17 602 514 670) of Level 24, Tower 3, 300 Barangaroo Avenue, Sydney NSW 2000. Other services are provided by its Related Bodies Corporate (referred to as the Group within these Terms). Freedom Wealth Creation Pty Ltd is referred to as “the Company”. “We”, “our” or “us” in these Terms shall mean the Company or the Group as the context requires. A member is referred to as you or “the Member” in these Terms.

1. Membership Benefits

We provide seminars, events, presentations, webinars and workshops to our members as more fully described in clause 5 together with strategic property portfolio plans and access to exclusively negotiated property deals and other property and finance related services provided by us or by other companies within the Group.

2. Membership Application, Confirmation, member bonuses and other conditions

2.1 Membership Application

- (a) By applying for Freedom Membership, you agree to be bound by these Terms and our Privacy Policy. You must submit a Fact Find Form and pay a Membership Fee as specified from time to time.
- (b) Eligibility for Freedom Membership is subject to our confirmation of your completed membership application information and our receipt of your payment of the Membership Fee.

2.2 Confirmation of Application

- (a) Once the application is submitted, your application will be reviewed by us. We will confirm the receipt of your application by email to you and schedule an onboarding call appointment with you.
- (b) You must provide true and correct information to us and make a declaration about certain matters. If your situation changes, you must notify us without delay. You acknowledge that we provide Services based on the information provided by you and we will not be liable for any damage caused by wrong or inaccurate information.
- (c) During the onboarding call, all the information in your Fact Find Form must be confirmed. If the information cannot be all confirmed, we will schedule a second onboarding call with you to confirm the information.
- (d) Upon confirmation of all the information you have provided, we will then determine your suitability to become a Freedom Member in our sole and absolute discretion.

Membership and Renewal

- 2.3 Once accepted, your Freedom Membership is valid as long as Freedom is operational (Lifetime Membership), commencing from the date of the payment confirmation, subject to clause 2.5.

Cancellation of Membership

- 2.4 You may cancel your Freedom Membership by notice to us at contactus@freedompropertyinvestors.com.au within 60 days of your payment confirmation.
- 2.5 Freedom Wealth Creation Pty Ltd reserves the right to cancel your Freedom Membership at any time for any reason.

Member Bonuses

- 2.6 Members may be entitled, in our sole discretion, to certain bonuses from time to time. These bonuses may include:
- (a) Upon receipt of evidence of payment, reimbursement of legal fees up to \$1,500 incurred in relation to a property purchase if you use our recommended solicitor. Payable at settlement of the purchase and after Freedom Property receives its commission for the property purchase;
 - (b) Up to \$500 cash back on your refinance of your property;
 - (c) Preparation of a depreciation schedule at no cost to you, representing \$600 value.

2.7 Other Conditions

- (a) By applying for Freedom Membership you are asking us to accept your application based on the information provided in the Fact Find Form;
- (b) You authorise the use and disclosure of the information provided by you for the purpose of preparing a Property Portfolio Plan and for the provision of any further advisory services provided by the Group. You consent to the use and disclosure of this information and acknowledge and agree that we cannot complete a Property Portfolio Plan without this consent. You accordingly agree to the release and sharing of this information to associated organisations, businesses and partners who will be used in the creation of a Property Portfolio Plan and delivery of all other services;
- (c) You agree that the Property Portfolio Plan and the associated property acquisition recommendations will be based on the information provided by you, and that if your circumstances change, you will immediately update the information provided to us so that appropriate adjustments can be made to the plan;
- (d) You acknowledge the Company is not licensed financial advisors or licensed tax or finance specialists and that you should seek your own independent financial advice and/or taxation advice before making any investment decision. Your membership gives you access to these licensed professionals within the Group;
- (e) You acknowledge and understand that a Property Portfolio Plan is comprised of a series of projections based on assumptions. You acknowledge that projections and assumptions will be based on past performance and/or forecast numbers chosen by You. You further understand that past performance is not a guarantee of future performance. You recognise and acknowledge that we are paid commissions on services provided to you including but not limited to property sales and provision of finance;
- (f) You agree that if you wilfully or recklessly provide misleading or false information to us you are no longer entitled to a member refund including the "60-day 100% risk free guarantee"; and
- (g) You understand and agree that if you proceed with a property purchase and complete the signing of an EOI, you are no longer entitled to a member refund including the "60-day 100% risk free guarantee".

3. Strategy Sessions and Finance Confirmation

Strategy Sessions

- 3.1 Once you receive your Freedom Membership, we will assess your qualifications and capacities. Depending on your readiness to purchase a property, we will schedule a strategy session with you.
- 3.2 Generally, in the strategy session:

- (a) you will confirm your information and advise your preference; and
- (b) we will design a portfolio plan for you.

3.3 It is likely that your member onboarding specialist and/or property strategist will request personal information and documents. These are NOT for an application for finance, this is for the completion of your Property Portfolio Plan.

In order to complete your Property Portfolio Plan, you give your property strategist, permission to share your personal information and documents with companies within the Freedom Group of companies including but not limited to:

- (a) Freedom Wealth Creation Pty Ltd (ABN 17 602 514 670);
- (b) Freedom Investors Pty Ltd (ABN 87 094 020 069);
- (c) Freedom Property Finance Pty Ltd (ABN 70 641 818 608);
- (d) Freedom Tax & Accounting Pty Ltd (ABN 50 641 819 712); and,
- (e) Freedom Mortgage Planning Pty Ltd (ABN 70 648 396 267)

As part of your Property Portfolio Plan, at a future point, an application for finance with Freedom Mortgage Planning Pty Ltd (ABN 70 648 396 267) or Freedom Property Finance Pty Ltd (ABN 70 641 818 608) may be required. If this is the case, you give your property strategist permission to share your personal information and documents with the above listed companies.

Finance Confirmation

- 3.4 A mortgage planner (from our associated company) will assess your financial capacity in the purchase of property. Where applicable, the mortgage planner will provide finance options and refinance proposals.
- 3.5 You will provide the required financial information and documents for the mortgage planner's assessment.
- 3.6 I/we authorise Freedom Mortgage Planning Pty Ltd (ABN 70 648 396 267) and Freedom Property Finance Pty Ltd (ABN 70 641 818 608) and its authorised personnel to act as "Access Seeker" within the meaning of section 6L of the Privacy Act 1988 (Cth) and to seek to obtain credit reporting information from a credit reporting body on my/our behalf to assist me/us with determining which credit product is most suitable for me/us and to assist me/us with obtaining credit.

I/we authorise them to disclose any credit information obtained from the credit reporting body to prospective financiers in connection with my/our finance application.

4. Property Presentation

- 4.1 We will identify and shortlist potential properties to you, determining in our reasonable opinion and based on your information.
- 4.2 We will provide the projected property cash flow information with the presentation of the properties.
- 4.3 If interested in the property, you will provide expression of interest (EOI) and pay the holding amount.
- 4.4 We will schedule a mortgage planning session for you with a mortgage planner (from our associated company) and a strategist and provide a loan proposal for the chosen property.

5. Seminars

Provision of Seminars

- 5.1 We provide seminars, events, presentations, webinars and workshops ("Seminars") for our Members. We may engage promoters, speakers and other third parties in the provision of

Seminars. Seminars may be provided in person or via the internet.

- 5.2 The right to admission to a Seminar is for a Members' personal use only. You must not transfer or resell your admission to a Seminar to a non-member without our prior consent. You must not use the Seminar (e.g. sharing the photos or footage of a Seminar) for other than your personal use.
- 5.3 The right to admission to a Seminar is reserved by the Company and the venue provider, who may take health and safety, environmental and security concerns into account at their reasonable discretion and may from time to time carry out security searches. We may reject your

participation in a Seminar at our sole discretion.

Cancellation of Seminars

- 5.4 A Seminar may be cancelled or postponed by us or a venue for a variety of reasons. Venues are also subject to change. As soon as we are notified of any changes we will contact all attendees by email or by phone.
- 5.5 In the event of an event being cancelled or postponed, we will not issue a refund of Membership Fee. We cannot be held responsible for any costs incurred by you for travel, accommodation or any other related service.

Photography and Filming Consent

- 5.6 You acknowledge that we may take photographs and film footage of you during the day's event and may use the photographs and/or film footage for promotional and/or commercial purposes. You agree that filmed/recorded material may be reproduced for those purposes, as film, audio or written quotation.
- 5.7 The photographs and footage will be used by us and our associated companies only and will not be released to any external parties. You will not hold us liable for any of the photographs and/or

film footage being taken from our websites or other publications, reproduced on social media platforms or other web sites or elsewhere, or otherwise communicated or made available.

6. Provision of the Services

Standards and duties

We will, in providing the Services, use reasonable commercial endeavours to comply with the standards and duties set out below:

- (a) **(Honesty and diligence)** be honest and diligent and provide the Services to it to the best of our knowledge and abilities;
- (b) **(Reasonable time)** ensure that the Services are fully completed to your reasonable satisfaction within a reasonable time, or on or before the relevant deadline date (if any);
- (c) **(Standards)** at all times maintain reasonable ethical, professional and technical standards;
- (d) **(Discrimination and harassment)** not unlawfully discriminate against, sexually harass or otherwise physically or verbally abuse any person; and
- (e) **(Privacy)** in relation to your Personal Information, comply with the Privacy Act and any guidelines, information sheets and other relevant material issued from time to time by the Office of the Australian Information Commissioner.

7. Payment

7.1 Timing of payments

You must pay the first Membership Fee at the time you submit a Membership application and complete payment instalments on the scheduled due dates by way of credit or debit card.

7.2 Consideration is inclusive of GST

Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, under these Terms has been determined inclusive of GST.

8. Disclaimer and Risk Warnings

8.1 Disclaimer

You recognise and agree that we make no express or implied warranties, promises, suggestions, projections, representations or guarantees whatsoever to you about future prospects or earnings, or that you will earn any money, with respect to your purchase of our products and/or services, and that we have not authorized any such projection, promise, or representation by others.

8.2 No Real Estate Agency or Financial Advisor

- (a) We are not real estate agents. We do not take on any real property agent' duties.
- (b) Although we use our best endeavours to verify the information, all information (including but not limited to the property area, floor size, price, address and general property description) regarding the properties are provided to us by third parties, and we do not guarantee that they are accurate or up-to-date.
- (c) We are not financial advisors. All the investment or financial opinions expressed by us are not intended as, and shall not be understood or construed as financial advice.
- (d) Any mortgage services provided by a mortgage planner (by a Related Body Corporate) to you will be governed by a separate set of terms and conditions.

No warranty regarding Investment Returns

- 8.3 We are not liable for any risks associated with investments. You acknowledge that you can experience significant losses (including, but not limited to, the loss of your Membership Fee, any money you spend purchasing any property, and further, that you may have no earnings at all.
- 8.4 Any earnings or income statements, or any earnings or income examples, are only estimates of what we think you could earn, based on reasonable grounds at the time we make the statements. There is no assurance you will do as well as stated in any examples. If you rely upon any figures provided, you must accept the entire risk of not doing as well as the information provided. This applies whether the earnings or income examples are monetary in nature or pertain to advertising credits which may be earned (whether such credits are convertible to cash or not).
- 8.5 There is no assurance that any prior successes or past results as to earnings or income (whether monetary or advertising credits, whether convertible to cash or not) will apply, nor can any prior successes be used, as an indication of your future success or results from any of the information, content, or strategies. Any and all claims or representations as to income or earnings are not to be considered as "average earnings".
- 8.6 Any and all forward-looking statements here, in other materials provided by us are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material. These factors include:
- (a) **The Economy.** The economy, both where you do business, and on a national and even worldwide scale, creates additional uncertainty and economic risk. An economic recession or depression might negatively affect the results produced by Freedom Group's products and/or services;
 - (b) **Your Success or Lack of It.** Your success in using the information or strategies provided by us depends on a variety of factors. We have no way of knowing how well you will do, as we do not know you, your background, your work ethic, your dedication, your motivation, your desire, or your business skills or practices. We do not guarantee or imply that you will 'get rich', that or that you will have any earnings (whether monetary or advertising credits, whether convertible to cash or not), at all;
 - (c) **Internet businesses.** Internet businesses and earnings derived therefrom, involve unknown risks and are not suitable for everyone. You may rely on any information presented on the website or otherwise provided by Us, with the knowledge and understanding that you can experience significant losses (including, but not limited to, the loss of any monies paid to Us, and/or any monies spent setting up, operating, and/or marketing our products and/or services, and further, that you may have no earnings at all (whether monetary or advertising credits, whether convertible to cash or not); and,
 - (d) **Due Diligence.** You are advised to do your own due diligence when it comes to making business decisions and should use caution and seek the advice of qualified professionals. You should check with your accountant, lawyer, professional advisor or buyer's agent, before acting on this or any information. You may not consider any examples, documents, or other content provided by us to be the equivalent of professional advice. You should consult with your own accountant, lawyer, professional advisor, or buyer's agent for any questions you may have. We assume no responsibility for any losses or damages resulting from your use of any link, information, or opportunity contained within the website or within any information disclosed by us in any form whatsoever.

9. **Forward Looking Statements**

- 9.1 Statements other than statements of historical fact provided in any form by Us, including, without limitation, statements regarding our future plans and objectives, are forward-looking statements. When used on this website, forward-looking statements can be identified by words such as 'anticipate', "believe", "could", "estimate", "expect", "future", "intend", "may", "opportunity", "plan", "potential", "project", "seek", "will" and other similar words that involve risks and uncertainties.

9.2 These statements are based on an assessment of present economic and operating conditions, and on a number of assumptions regarding future events and actions that are expected to take place. Such forward-looking statements are not guarantees of future performance and involve known and unknown risks, uncertainties, assumptions and other important factors, many of which are beyond our control and the control of our directors and management that could cause actual results to differ materially from the results expressed or anticipated in these statements.

9.3 We cannot and do not give any assurance that the results, performance or achievements expressed or implied by the forward-looking statements will actually occur and you are cautioned not to place undue reliance on these forward-looking statements. We do not undertake to update or revise forward-looking statements, or to publish prospective financial information in the future, regardless of whether new information, future events or any other factors affect the information except where required by applicable law.

10. **Non-disparagement**

10.1 Subject to clause 10.2, each party must not:

- (a) make, express, transmit, speak, write, verbalise or otherwise communicate in any way (directly or indirectly, in any capacity or manner) any remark, comment, message, information, declaration, communication or other statement of any kind (whether verbal, in writing, electronically transferred or otherwise) that might reasonably be construed to be critical of, or derogatory or negative towards, any other party or any Representative of any other party; or
- (b) cause, further, assist, solicit, encourage or knowingly permit any other person to do so, or support or participate in any other person doing so,

and must take all reasonable steps to prevent its Representatives from doing so.

10.2 Clause 10.1 shall not prohibit any party from making any statement or disclosure as required by law or court order, provided that such party must:

- (a) promptly notify the other party in writing in advance of any such statement or disclosure, if reasonably practicable; and
- (b) reasonably assist the other party in obtaining confidential treatment for, or avoiding or minimising the dissemination of, such statement or disclosure to the extent reasonably requested by any party.

11. **Your Personal Information**

11.1 In order to deliver the services you require, we may share your personal information with companies within in the Freedom Group of companies including but not limited to :

- (a) Freedom Wealth Creation Pty Ltd (ABN 17 602 514 670);
- (b) Freedom Investors Pty Ltd (ABN 87 094 020 069);
- (c) Freedom Property Finance Pty Ltd (ABN 70 641 818 608); and,
- (d) Freedom Tax & Accounting Pty Ltd (ABN 50 641 819 712).

12. **Intellectual Property**

12.1 **Intellectual Property**

The parties agree that all Relevant IP will be owned by, and vest in, the relevant company within the Freedom Group.

12.2 **Assignment**

You hereby assign, transfer and convey to Us all current and future right, title and interest in all Relevant IP and acknowledges that all future Relevant IP will vest in Us on and from creation.

12.3 Member's duty to assist the Company

You must do anything necessary, including executing any documents, for the purpose of effecting, perfecting and/or protecting Our title to any Relevant IP, in Australia or in other countries as the Company may require at its discretion.

12.4 Permitted use

You may not use or reproduce any Relevant IP or any of our other Intellectual Property Rights or any of Our customers, clients or suppliers without our prior written approval, except in the performance of its duties under these Terms.

12.5 Moral rights

You consent to us and any of our employees, officers, contractors, agents, licensees or assigns doing any acts, or making of any omissions, that infringes your Moral Rights in any Works that constitute Relevant IP, including:

- (a) not naming you as the author of a Work; or
- (b) amending or modifying (whether by changing, adding to or deleting/removing) any part of a Work but only if you are not named as the author of the amended or modified Work; and,
- (c) you acknowledge that your consent pursuant to this clause 12.5 is genuinely given without duress of any kind and that you have been given the opportunity to seek legal advice on the effect of giving that consent.

12. Liability and remedies

12.1 Limitation of liability

To the maximum extent permitted by law, the Company, its Related Bodies Corporate and their Representatives expressly:

- (a) **(Disclaimer of warranties)** disclaim all conditions, representations and warranties (whether express or implied, statutory or otherwise) in relation to the Services, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Without limitation to the foregoing, the Company its Related Bodies Corporate and their Representatives make no representation, and provide no warranty or guarantee, that:
 - (i) you will achieve any particular results from the provision of the Services;
 - (ii) any particular individuals will perform the Services on behalf of the Company; or
 - (iii) the Services will be:
 - (A) compatible with any particular hardware, software, systems or data;
 - (B) error-free or that errors or defects will be corrected; or
 - (C) meet your requirements or expectations; and
- (b) **(Limitation of liability)** limit their aggregate liability in respect of any and all Claims for any Losses that you or your representatives may bring against us under these Terms or otherwise in respect of the Services to the following remedies (the choice of which is to be at the Company's sole discretion):
 - (i) re-supply of the Services;
 - (ii) payment of the costs of supply of the Services by a third party; or
 - (iii) the refund of any amounts paid by you to the Company under these Terms in respect to the Services, even if the Company has been advised of the possibility of such Losses, and you acknowledge and agree that We hold the benefit of this

clause 12.1 for each Company within the Group and as agent and trustee for and on behalf of each of its Representatives.

12.2 Force majeure

To the maximum extent permitted by law, the Company, its Related Bodies Corporate and their Representatives expressly exclude liability for any damage and/or delay in the performance of any obligation under these Terms where such damage or delay is caused by circumstances beyond our reasonable control. We shall be entitled to a reasonable extension of time for the performance of such obligations, and you acknowledge and agree that the Company holds the benefit of this clause 12.2 for itself and as agent and trustee for and on behalf of each of its Related Bodies Corporate and their Representatives.

12.3 Remedies for breach

Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 10 (Non-disparagement), damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, without the necessity of showing actual damage and without any security being required, together with recovery of costs. Any Claims asserted by such other party against the first-mentioned party shall not constitute a defence in any such injunction action, application or motion.

13. General

13.1 Further assurances

Each party must (at its own expense, unless otherwise provided in these Terms) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to these Terms.

13.2 Severability

If a provision of these Terms is invalid or unenforceable in a jurisdiction:

- (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

13.3 No waiver

No failure, delay, relaxation or indulgence by a party in exercising any power or right conferred upon it under these Terms will operate as a waiver of that power or right. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under these Terms.

13.4 Assignment

A party must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under these Terms without the prior written consent of the other party.

13.5 Governing law and jurisdiction

- (a) These Terms and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of New South Wales, Australia.
- (b) The parties irrevocably agree that the courts of New South Wales, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or its subject matter or formation (including non-contractual disputes or claims).

14. Definitions and interpretation

13.1 Definitions

The following definitions apply in these Terms unless the context requires otherwise:

Business Day means a weekday that is not a public holiday in Sydney, New South Wales.

Copyright Act means the Copyright Act 1968 (Cth).

Corporations Act means the Corporations Act 2001 (Cth).

Fact Find Form means the information form which you need to submit when applying for Freedom Membership.

Freedom Membership means the membership with the Company.

Governmental Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local.

GST has the same meaning given to that expression in the GST Law.

Intellectual Property means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Membership Fee means the payable to the Company for Freedom Membership.

Moral Rights has the same meaning as that term has in Part IX of the Copyright Act.

Personal Information has the meaning given in the Privacy Act.

Privacy Act means the Privacy Act 1998 (Cth).

Relevant IP means all Intellectual Property that the Company makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours) in the course of, or arising out of, the provision of the Services and/or Company's engagement with the Member.

Representatives means, in respect of a Company, the employees, officers, consultants, agents and professional advisers of that Company.

Services means the Freedom Membership benefits that the Company has agreed to provide to you under these Terms.

Works means all programs and programming and literary, dramatic, musical and artistic works within the meaning of the Copyright Act.

14.2 Interpretation

The following rules of interpretation apply in these Terms unless the context requires otherwise:

- (a) headings are for convenience only and do not affect its interpretation or construction;
- (b) no rule of construction applies to the disadvantage of a party because these Terms are prepared by (or on behalf of) that party;
- (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (d) a reference to a document is a reference to that document as amended, consolidated, supplemented, novated or replaced;

- (e) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (f) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (g) a reference to writing includes any communication sent by post, facsimile or email;
- (h) a reference to time refers to time in Sydney, New South Wales and time is of the essence;
- (i) all monetary amounts are in Australian currency;
- (j) reference to a "liability" includes a present, prospective, future or contingent liability;
- (k) the word "month" means calendar month and the word "year" means 12 calendar months;
- (l) the meaning of general words is not limited by specific examples introduced by "include", "includes", "including", "for example", "in particular", "such as" or similar expressions;
- (m) a reference to a "party" is a reference to a party to these Terms and a reference to a "third party" is a reference to a person that is not a party to these Terms;
- (n) a reference to any thing is a reference to the whole and each part of it;
- (o) a reference to a group of persons is a reference to all of them collectively and to each of them individually;
- (p) words in the singular include the plural and vice versa; and
- (q) a reference to one gender includes a reference to the other genders.

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