

TEO MEMBERSHIP TERMS & CONDITIONS

'Webinar' means a single connection to a webinar and includes webinars up to 1.5 hours in length; 'seminar' means a separate attendance or 'seat' at a face-to-face seminar; 'course' means webinar, seminar or webcast.

Application

Memberships are limited to one per branch. For example, if the Auckland branch of a firm purchases the membership, only the Auckland staff may use it for course registrations. Memberships may not be used concurrently - a firm or branch may only purchase one membership per year. All memberships are non-refundable.

Course Registration

If you would like to register for courses using your membership, please contact us and we will process your order.

Other Promotions Do Not Apply

Other promotional offers are not to be used in conjunction with a TEO Membership.

Substitutions, Transfers and Cancellations

If you have registered for a face-to-face seminar with your membership and cannot attend, we can substitute attendees or transfer them to other venues for the same course. For cancellations, a credit to your account will be applied if TEO receives notice **prior** to the day the course commences.

Payment Options

Payment can be made via monthly payment over the term of the membership, or can be paid in one lump sum. Monthly payments can be made via direct debit or recurring credit card transaction. Lump sum payments can be paid by credit card, direct credit/bank deposit or cheque.

Direct Debit (Monthly Instalments)

To pay by direct debit, please complete both pages of our TEO Direct Debit Form (see pages 3-4) and return to us along with the completed Application Form. For direct debits, we need to give you at least 10 working days notice of payments commencing, so if you sign up for a membership plan less than 10 working days prior to the 20th of the month, your payments will commence the following month. There are additional terms and conditions associated with direct debits - please review them on page 2 of the Direct Debit Authority Form. We may charge interest on overdue amounts at the rate of

5% over the current 90 day bank bill rate. If your account remains unpaid and there is no satisfactory explanation for non-payment, we may a) start proceedings to recover the amount owed, plus default interest and collection costs incurred; and/or b) freeze your account and cancel your registration on any upcoming courses.

Credit Card (Monthly Instalments or Lump Sum)

For credit card transactions, a 3% surcharge is incurred. For monthly payments, an initial invoice for the total amount owing will be raised when your order is received. Payment is to be made in equal amounts over the subsequent 12 months. Payment is due by the 20th day of each month, commencing the month following the invoice date, unless agreed in writing prior.

Direct Credit and Cheque - Lump Sum

Please see Application Form for details.

Membership Package Footnotes (see overleaf)

*Bonus Webinars

Bonus webinars are only available once all base webinars have been used and must be attended within the 12-month membership period.

‡Seminar Substitution

Two base or bonus webinars may be substituted with a single, three-hour face-to-face seminar or webcast if that seminar or webcast is attended before plan expiry.

‡Price per Webinar

Price per webinar calculation assumes base plus bonus webinars redeemed within the 12-month membership period.

#Additional Webinars

Purchase price for additional webinars applies once all base plus bonus courses have been redeemed within the 12-month membership period. It is only valid for live events purchased and attended, or on-demand recordings purchased, within the 12-month membership period.

◇Rollover Webinars

If you don't use all your base webinars within the 12-month membership period, the leftover webinars will be honoured for 6 months from expiry if you renew your current membership plan or upgrade to a higher level, or 3 months from expiry if you downgrade to a lower membership level. Note: Small firms may not upgrade to a Mid-Tier package, nor vice versa.

TEO DIRECT DEBIT AUTHORITY CONDITIONS

1. The Initiator:

- (a) Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided in writing (including by electronic means) where the Customer has provided prior written consent (by electronic means) to communicate electronically.

Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing the amount and each payment date.

In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 30 days before the changes comes into effect. This notice must be provided in writing (including by electronic means) where the Customer has provided prior written consent (including by electronic means) to communicate electronically.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and Initiator .
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the customer from time to time to be Direct Debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The Customer acknowledges that:

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
 - the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time to time.